

COPY

COLLECTIVE AGREEMENT

Between



THE CANADIAN UNION OF PUBLIC EMPLOYEES

Clerical Bargaining Unit

And

COLCHESTER EAST HANTS HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

CUMBERLAND HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

PICTOU COUNTY HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

CAPE BRETON DISTRICT HEALTH AUTHORITY AND CUPE LOCAL 2431

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- a) To maintain and improve harmonious relations and conditions of employment between the Employer and the Union.
 - b) To recognize the mutual value of joint discussions in matters pertaining to working conditions.
 - c) To encourage efficiency and effectiveness in operations ensuring quality service.
 - d) To promote the morale and well-being of bargaining unit members.
- 1.02 It is now desirable that the working conditions of the Employee be drawn up in a collective agreement.
- 1.03 **No Strike, No Lockout**
During the life of this Agreement, there shall be no strikes of any kind, slowdowns, or work stoppages, and neither shall the Employer cause lockouts.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Management of the Employer's business and the employment, direction and supervision of the Employees, including the transfer, promotion, layoff, discipline and discharge for just cause, is vested exclusively in the Employer and Management.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 The respective Employers recognizes the Canadian Union of Public Employees, respective Locals [ie. 2431 and 2525] as the sole collective bargaining agent for the Employees of the Bargaining Unit. The Employer shall meet the representatives of the Union for the purpose of carrying out the terms of this Agreement.
- 3.02 **New Classifications**
Should a new classification be created during the term of this Agreement, or an existing classification is substantially altered during the term of this Agreement, the Management and the Union shall decide the rate of pay. Nothing herein shall prevent the Employer from employing personnel in the new classification until the new rate is established. The rate of pay once established shall be retroactive to the date of commencement of work in the new position.

≈ 3.03

Reclassifications

- (a) In the event that an employee feels that he/she is performing the core duties of another existing acute care classification within a CUPE bargaining unit, the employee may request to be reclassified to that classification by forwarding his/her written request to his/her immediate supervisor.
- (b) The Employer shall review the request and respond within thirty (30) working days as to whether the Employer agrees or disagrees with the proposed reclassification.
- (c) Where there is agreement, the employee shall be assigned to the agreed-upon classification on the first pay period following the expiry of the thirty (30) working day period contained in Article 3.03(b).
- (d) Where there is no agreement, the written request shall be treated as a grievance, commencing at Step 2 of Article 11.01, subject to the following limitations:
 - (i) Should the grievance be referred to arbitration pursuant to Article 12, the arbitrator's jurisdiction in resolving the grievance shall be limited to determining whether the grievor performs the core duties of the existing classification to which the grievor proposes to be reclassified; and
 - (ii) In the event the arbitrator upholds the grievance, his/her remedial jurisdiction shall be limited to ordering the employee reclassified into the proposed classification, effective the pay period described in Article 3.03(c).

≈ 3.04

Wage 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 CUPE agreements in DHA's 1-8 and where wage parity existed before the adjustments, wage parity will be maintained. The effective date for any change to a CUPE 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 CUPE classification required to maintain parity will occur on the date that the change in duties resulting in the reclassification was implemented in DHA's 1-8. This process expressly excludes Market Adjustments and General Economic Increases.

≈ 3.05

No Other Agreements

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

3.06

Mandatory Membership - New Employees

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

3.07

This Collective Agreement is a packaging of five (5) individual collective agreements for convenience and ease of reference purposes only, and for all other intents and purposes is an individual collective agreement between each one of the individual employers as defined in this Agreement and its respective Canadian Union of Public Employees bargaining agent with no connection to and having no binding or precedential impact on any other individual employer as defined in this Agreement and its respective Canadian Union of Public Employees bargaining agent.

ARTICLE 4 - NO DISCRIMINATION

4.01

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

ARTICLE 5 - DEFINITIONS

5.01 1)

“Employer”

is the Colchester East Hants Health Authority or, Cumberland Health Authority or, Pictou County Health Authority or, Guysborough Antigonish Strait Health Authority or, Cape Breton District Health Authority.

2)

“Union”

is the Canadian Union of Public Employees, Local 2431 or, the Canadian Union of Public Employees, Local 2525.

- 3) **“Bargaining Unit”**
is Employees of the Employer as defined in the Labour Relations Board applicable certification order or as may be amended from time to time by the Parties.
- 4) **“Employee”**
is a person appointed to a position in the Bargaining Unit.
- 5) **“Regular hours”**
are all regularly scheduled paid hours. Time worked as overtime, stand-by or call back as described in Article 18 shall not qualify as regular hours.
- 6) **“Regular Employee”**
is an Employee who occupies a regularly scheduled Full-Time or Part-Time position as an Employee of the Employer and designated as ongoing.
- 7) **“Regular Full-Time Employee”**
is one who is regularly scheduled to work the standard hours in each two (2) week period as indicated in Article 17.01.
- 8) **“Regular Part-Time Employee”**
is an Employee who is scheduled to work less than the standard hours indicated in Article 17.01. A Part-Time Employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.
- 9) **“Temporary”**
is an employment relationship for an Employee in a position designated to be in excess of twenty (20) consecutive working days but is not regular. A Casual Employee filling a Temporary position shall not accumulate seniority but shall accumulate casual hours in accordance with Article 14.01 (b). A Casual Employee filling a Temporary position shall qualify, subject to eligibility, for other benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

At the completion of the temporary term, the Employee shall be entitled to retain up to one hundred and twenty-six (126) hours of accumulated sick leave credits for use upon securing a Regular position or another Temporary position.

Notwithstanding the above, should the employment relationship change from Temporary to Regular without a break in temporary service of at least thirty (30) days, the employment date shall be the

most recent date on which the Employee began working in a Temporary employment relationship.

Regular Employees, working in Temporary positions, will continue to be covered under the Collective Agreement as a Regular Employee. Upon completion of the Temporary position, the Regular Employee will be returned to his/her former position.

Temporary employment relationships may be terminated at any time at the sole discretion of the Employer. The Employer will make every effort to have one individual fill these temporary periods.

10) **“Casual”**

is an employment relationship other than Regular or Temporary for a person who normally works on a day-to-day basis as required and is not scheduled by the Employer on a regular basis. A Casual Employee will be employed to relieve Employees in Regular or Temporary positions who are on approved leaves such as vacation, bereavement, sick leave, etc., or to respond to workload demands or to fill Temporary positions.

Work offered to the Casual Employee shall be pursuant to the Collective Agreement. Once a Casual Employee accepts a work assignment, the Casual Employee is obligated to work. Work assignments may include a scheduled extra shift, a relief shift, a Temporary position as above, a period of stand-by or a call back during a stand-by.

Except where stated as being specifically excluded, the provisions of the Collective Agreement apply to a Casual Employee.

11) **“Probationary Period”**

is that period for newly hired Employees up to four hundred and sixty-two (462) hours worked in the position. Employment may be confirmed or terminated at any time during this period. In the event that the Probationary Employee is terminated, written notification will be provided to the Union. The probationary period may be extended at the sole discretion of the Employer. The Employer shall notify the Union to advise of such extensions.

12) **“Working Days”**

shall be Monday to Friday excluding holidays.

- 13) **“Spouse”**
means a legal marriage partner, or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner.
- 14) **“Team Leader”**
Team Leader is an individual appointed by the Employer and who is paid the Team Leader stipend under Article 15.07. A Team Leader, in addition to performing the regular duties of their classification, is expected to assist management to coordinate the operation of the department(s), schedule the activities of others within an assigned department; act as a resource person and leader for those staff members and address client/customer service issues. Other responsibilities may include training and administrative duties as assigned.
- 15) **“Service”**
(a) refers to the duration of an Employee’s employment relationship, commencing on the most recent date of employment to any position with the Employer (Casual Employees are governed by Article 5.01 (15) (b)).

(b) A Casual Employee who becomes a Regular Employee following February 1, 2005, shall have time worked as a Casual Employee, including time worked as a Casual Employee from their most recent date of hire prior to the signing date of this Agreement, converted to service on the basis of 1820 hours equalling one (1) year of service. This service credit shall be added to service as a Regular Employee for the purpose of vacation rate of accrual in Article 22.01.
- 16) **“Additional Shifts”**
means Extra or Relief Shifts.
- 17) **“Extra Shifts”**
are deficiencies in the schedule known prior to posting.
- 18) **“Relief Shifts”**
are deficiencies in the schedule which occur after the posting.
- 5.02 **“LTD Program”**
is the Nova Scotia Association of Health Organizations Long Term Disability Program.

ARTICLE 6 - UNION DUES

6.01 The Employer shall deduct from every Employee, the regular monthly Union dues uniformly required of all members of this Bargaining Unit and levied by the Local in accordance with its constitution and by-laws.

6.02 Deductions shall be made on a bi-weekly basis. The Local Union shall indicate to the Employer in writing, on or before March 31st, whether the deductions are to be sent to the Local Union office or the National Union office for the next fiscal year. Effective April 1st each year, deductions shall be forwarded, not later than the thirtieth (30th) day of the month, following the month in which deductions were made. The deductions shall be accompanied by a list of names and the amount of the actual bi-weekly wages from whom the deductions have been made.

≈ 6.03 The Employer shall provide the following information and shall provide it in electronic form:

- (a) the name of each Employee
- (b) the corresponding appointment status of each Employee
- (c) the corresponding amount of dues remitted on behalf of each Employee

Unless an individual Employee directs in writing to the Employer not to provide the Union with his/her address and telephone number within 90 days of signing this Agreement, the Employer shall provide the Union the last known address and telephone number of each Union member at least once a year.

≈ 6.04

Professional and Association Dues

The Employer shall deduct the annual professional registration dues paid by the Employee from the salary of the Employee provided that such registration is required for the Employee to work in his/her position. It is the responsibility of the Employee to ensure that all registration information is currently submitted to his/her Association within the submission deadline. The monies will be released to Employees on either pay period 5 or 18.

A list of those Classifications that this will be applied to will be provided.

ARTICLE 7 - EMPLOYEE ORIENTATION

≈ 7.01 Copies of Agreement

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

7.02 Orientation Program

The Employer shall provide an orientation program for new Employees. Time spent in orientation when required by the Employer, shall be considered as time worked. Where written policies and procedures exist, they will be made available for review by Employees.

The Union will be allowed a period of fifteen (15) minutes with no loss of regular pay during or following the orientation program to meet with new Bargaining Unit members. At this meeting, the Union will provide all new Employees with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 All written correspondence with the Union shall pass to the Secretary of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of equal representation from the Bargaining Unit and the Employer, the number of representatives to be determined by mutual agreement.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

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

(vi) Environmental initiatives undertaken by the Employer.

9.03 Unless the parties have agreed to another process, within sixty (60) days of the signing of this Agreement the parties will identify the members of the sub-committee of the Labour Management Committee who will meet to regularly review LTD, WCB and long term sick leave cases. The sub-committee will be comprised of up to two (2) representatives of the Union and up to two (2) representatives of the Employer. Unless the parties agree otherwise, the sub-committee will meet immediately following each Labour Management Committee meeting to review existing and new cases that have arisen since the last meeting.

9.04 **Meetings of Committee**

Meetings shall be called as necessary at the request of either party but not less than three (3) times per year. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent at Committee meetings. Employees required to travel from his/her usual work location to attend such committee meetings, shall be paid the kilometre allowance as specified in Article 28.04.

9.05 **Committee Joint Chairpersons**

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

9.06 **Minutes of Meeting**

Minutes of each meeting of the Committee shall be signed by the Chairpersons and sent to the Committee members within fourteen (14) calendar days after the close of the meeting.

9.07 **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supercede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in his/her discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusion.

ARTICLE 10 - BARGAINING RELATIONS

- 10.01 (a) **Negotiating Committee - Multiple Employers**
Up to two (2) Employees may be designated by the Union as the Provincial Negotiating Committee representatives specifically to engage in collective bargaining where the Employer is to participate in a Multiple Employer group bargaining table. The Employees shall have no loss of regular pay or group benefits for shifts absent while involved in direct negotiations for a Collective Agreement between the Employer and the Union. Union caucus meetings are not covered by this provision.
- (b) **Negotiating Committee - Single Employer**
Up to six (6) Employees may be designated by the Union as the Negotiating Committee representatives specifically to engage in collective bargaining where there is a Single Employer bargaining table. The Employees shall have no loss of regular pay or group benefits for shifts absent while involved in direct negotiations for a Collective Agreement between the Employer and the Union. Union caucus meetings are not covered by this provision.
- 10.02 **Representatives of the Canadian Union of Public Employees**
Such representatives shall have access to the Employer's premises during normal business hours providing such permission has been requested and granted by the Employer.
- 10.03 (a) **Recognition of Shop Stewards and Union Representatives**
The Employer will recognize the Shop Stewards and Union representatives whose names and areas of responsibility have been identified in writing.
- (b) **Permission to Perform Steward Functions**
A Steward, when required to assist in resolving grievances during working hours, must obtain the permission of the Steward's and the aggrieved Employee's Immediate Supervisor. Permission will not be unreasonably withheld. The Steward has the right to assist any Employee which the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure. The Employer agrees that the Stewards shall be granted a reasonable time to perform his/her duties under this Article subject to operational requirements.
- ≈ (c) **Union Representation**
Where an Employee is required to attend a meeting which, at the time it is scheduled, appears likely to result in discipline being imposed against that particular Employee, the Employee shall be accompanied by a Union Representative.

≈ (d) **Union Representation at Grievance Discussions**

In any case in which a hearing is held on a grievance at Step 2 or 3, the Employee(s) shall be accompanied by a representative of the Union.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 A grievance shall be defined as a violation or alleged violation of the administration or application of this Collective Agreement. Every grievance shall be processed in accordance with the grievance and arbitration procedures as follows:

Step 1:

Where an Employee has a grievance, the Employee shall, within ten (10) working days of the discovery or occurrence of the incident, giving rise to the grievance, first indicate to the Employee's Immediate Management Supervisor that the Employee has a grievance and will discuss the matter. The Supervisor shall provide the Employee with an answer within ten (10) days.

Step 2:

Should the verbal answer given by the Immediate Management Supervisor not be acceptable to the grievor, and if supported by the Grievance Committee, the grievance shall be submitted in writing to the next level of management in the service or program area or designate within ten (10) working days. This Manager shall provide a decision in writing within ten (10) working days of the receipt of the grievance.

Step 3:

If the decision of the Manager under Step 2 is not acceptable to the grievor, the grievance, if supported by the Grievance Committee, shall be referred to the Chief Executive Officer or designate within ten (10) working days of receipt of the decision in Step 2.

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

11.02 **Grievance for Suspension or Dismissal**

Where a grievance arises in a matter of an Employee suspension or a dismissal the matter will be processed at Step 3.

≈ 11.03 (a) **Policy Grievance or Union Grievance**

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Step 1 and 2 of the Grievance

Procedure may be by-passed, provided the Union files the grievance within ten (10) working days of the discovery or occurrence of the dispute.

(b) **Employer Grievance**

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.

11.04 If the Employer fails to respond within the time limits specified above, the Union may forward the grievance to the next step of the grievance procedure. Time limits may be extended by mutual agreement between the Employer and the Union.

ARTICLE 12 - ARBITRATION PROCEDURE

12.01 (a) **Single Arbitrator**

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 upon 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.

(b) **Arbitration Board**

The parties may mutually agree to refer any matter under Article 12.01 to a three (3) person Arbitration Board. In such case each party shall appoint a nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson. If one party fails to appoint a nominee within ten (10) days from the date the matter is referred to arbitration, or if the two (2) nominees fail to agree upon a Chairperson within fifteen (15) days of his/her appointment, the appointment of a Chairperson shall be made by the Minister of Labour upon request of either party. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

In determining any grievance, the Arbitrator or the Arbitration Board may dispose of the claim by affirming the Employer's action and dismissing the grievance or by setting aside the Employer's action and upholding the grievance or by taking such other action as may in the opinion of the Arbitrator or Arbitration Board be equitable. The decision shall not alter nor modify any terms or provisions of this Agreement.

Should the parties disagree as to the meaning of the Arbitrator's or Arbitration Board's decision, either party may apply to the Arbitrator or Arbitration Board to clarify the decision, which shall be done within five (5) working days.

12.02 **Costs of Arbitration**

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

12.03 **Decision**

The Arbitrator shall render a decision no later than thirty (30) days following the hearing.

12.04 **Occupational Health and Safety Grievance / Complaint**

An Employee or group of Employees who allege a violation of the *Occupational Health and Safety Act and Regulations* shall have the right to file a grievance or file a complaint pursuant to the Act.

12.05 **Time Limits**

Time limits expressed in this Article may be extended by mutual consent of the Union and the Employer.

12.06 **Witness**

At any stage in the grievance arbitration procedure, subject to operational requirements, the parties may have the assistance of any Employee having knowledge as witness to the aggrieved circumstances. Such leave request shall not be unreasonably denied.

ARTICLE 13 - DISCIPLINE AND DISCHARGE AND VOLUNTARY TERMINATION

13.01 **Just Cause**

An Employee who has completed the probationary period may be disciplined or dismissed, but only for just cause except that Casual Employees may also be dismissed where the Employer determines there is a lack of work or an unreasonable lack of availability on the part of the Employee.

≈ 13.02 **Notification of Discipline**

Where an Employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) days of the discipline, suspension or discharge notify the Employee and the Union in writing by registered mail or personal service stating the reason for the discipline, suspension or discharge. If this procedure is not followed, the action taken shall not be void but the time limits under Article 11 for commencing a grievance shall not commence until the notice is given.

13.03

Discipline Record

An Employee who has been subject to disciplinary action other than suspension may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

An Employee, who has been subject to a period of paid or unpaid suspension, may after four (4) years of continuous Service from the date of the suspension request in writing that the performance file be cleared of any record of suspension. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the four (4) year period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

13.04

Employee File and Discipline Record

- (a) The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an Employee the existence of which the Employee was not made aware of at the time of filing.
- (b) Each Employee is entitled to have access to the Employee's personnel file, except personal references, by appointment during normal business hours. A copy of documents, except personal references, on the file of the Employee shall be made available to the Employee, provided the Employee gives reasonable advance notice of the request.
- (c) The Employee's written response to any item on file shall become part of the personnel file.

13.05

Notice of Resignation and Retirement

Four (4) weeks written notice of resignation shall be given regarding resignation of employment by an Employee, unless mutually satisfactory arrangements are made otherwise. Three (3) months advance written notice of retirement is required to be given by an Employee.

ARTICLE 14 - SENIORITY

14.01 (a)

Seniority Defined

Seniority is defined as the length of service with the Employer commencing with the Employee's most recent date of hire to a Regular position in the Bargaining Unit, unless otherwise adjusted. Seniority shall operate on a bargaining-unit-wide basis. Where the Labour Relations Board orders or the

Parties agree to the inclusion in the Bargaining Unit of an Employee previously in a non-bargaining position, the Employee shall receive seniority with the Employer commencing with the Employee's most recent date of hire.

Notwithstanding the above, Employees with seniority in another CUPE Bargaining Unit with the Employer will have that time recognized in determining his/her seniority date in the new Bargaining Unit provided that the service is contiguous with the Employer.

Employees who had seniority recognized under the prior Collective Agreement provisions (November 1, 1997 - March 31, 2001) or at the time of certification, shall continue to have the seniority recognized under this Collective Agreement.

(b) **Casual Seniority**

Casual seniority shall apply to a Casual Employee (including a Casual Employee while in a Temporary position) and is defined as the hours worked by a Casual Employee from the date of employment to a position in the Bargaining Unit and shall operate on a bargaining-unit-wide basis. A record of hours worked by a Casual Employee shall be maintained by the Employer. This record shall constitute the Casual Seniority List.

The only occasion when the Employer shall refer to Casual Seniority is as the determining factor where two or more Casual candidates for a posted vacant position, as set out in Article 15, are deemed relatively equal in qualifications, skills, and abilities. In such case the Casual Employee with the greater Casual seniority will be given preference.

14.02 **Seniority Lists**

The Employer shall maintain two seniority lists:

- (a) **Regular Seniority List**
showing the most recent date of hire of the Regular Employee (as adjusted where applicable).
- (b) **Casual Seniority List**
showing a statement of the total of hours worked by the Casual Employee up to and including December 31st.

A copy of each list shall be posted on the Union bulletin board between January 1st and February 28th of the following year. The 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 in writing, failing which the lists shall be deemed to be accurate and the Employer shall be entitled to rely on the list as posted or corrected.

Notwithstanding the above, decisions premised on a Casual Employee's seniority will be based on the Casual Employee's seniority at that point in time.

14.03 **Seniority and Probation**

Regular Seniority or Casual Seniority shall not be recognized by the Employer during the Probationary Period.

14.04 (a) **Loss of Regular Seniority**

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

- (i) is discharged for just cause and is not reinstated;
- (ii) resigns, in writing;
- (iii) is absent from work in excess of five (5) consecutive scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonable;
- (iv) fails to return to work within seven (7) calendar days following a recall for employment in excess of three (3) months and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address and phone number. An Employee who refuses an offer for casual work or employment of short duration (under three (3) months) shall not lose recall rights for such refusal;
- (v) is laid off for a period longer than two (2) years (recall period) except where employed within such recall period for Casual or Temporary employment of six (6) months or less in which case the recall period is extended by the total of the shifts worked during the two (2) year recall period. For a temporary period of employment in excess of six (6) months the two (2) year recall period shall recommence at completion of the temporary period.

(b) **Loss of Casual Seniority**

A Casual Employee shall cease to be an Employee and thus forfeit Casual seniority rights in the event that:

- (i) The Employer has discontinued the assignment of shifts to a Casual Employee and notified the Casual Employee accordingly.
- (ii) The Casual Employee resigns in writing.

- (iii) The Casual Employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability.

≈14.05

Seniority Outside the Bargaining Unit

- ≈ (a) Effective date of signing, Regular Employees transferred for a temporary period of twelve (12) calendar months or less to a position outside of the Bargaining Unit shall have their seniority frozen at the level achieved on the date of departure from the Bargaining Unit. This dormant credited seniority will be reactivated upon the Employee's return to a Regular Bargaining Unit position and the Employees seniority date described in Article 14.01 will be adjusted accordingly. The Employee will cease to pay union dues during the period of temporary employment and the terms of the Collective Agreement shall not otherwise apply to such employee while in the non-bargaining unit position. The Employer and the Employee can mutually agree to extend the period of the temporary assignment. However, a mutual agreement shall be required between the Employer and the Union in order to maintain the dormant seniority beyond the twelve (12) month period. Where no agreement is achieved and the Employee continues to work in the position for the period beyond the twelve (12) months, the Employee shall forfeit all seniority and their right to return to the Bargaining Unit.

CLARITY NOTE: Any Regular Employees who are in a temporary non-union position on date of signing shall continue to accrue Regular seniority and pay union dues for the duration of their period of leave.

- ≈ (b) Effective date of signing, Casual Employees transferred for a temporary period of twelve (12) calendar months or less to a position outside the Bargaining Unit shall have their casual seniority frozen at the level achieved on the date of departure from the Bargaining Unit. This dormant credited casual seniority will be reactivated upon the Employees return to the Bargaining Unit. The Employee will cease to pay union dues during the period of temporary employment and the terms of the Collective Agreement shall not otherwise apply to such employee while in the non-bargaining unit position. The Employer and the Employee can mutually agree to extend the period of the temporary assignment. However, a mutual agreement shall be required between the Employer and the Union in order to maintain the dormant seniority beyond the twelve (12) month period. Where no agreement is achieved and the Employee continues to work in the position for the period beyond the twelve (12) months, the Employee shall forfeit all seniority and their right to return to the Bargaining Unit.

CLARITY NOTE: Any Casual Employees who are in a temporary non-union position on date of signing shall continue to accrue Casual seniority and pay union dues for the duration of their period of leave.

(c) Employees who leave their position for a temporary period to take a Provincial or multi-employer healthcare project/initiative position outside of the Bargaining Unit, for a period of up to twenty-four (24) months, shall continue to be credited for seniority provided that the employee continues to pay union dues pursuant to Article 6. The terms of the Collective Agreement shall not otherwise apply to such employee while in the non-bargaining unit position. The Employer and the Employee can mutually agree to extend the period of the temporary assignment. However, a mutual agreement shall be required between the Employer and the Union in order to allow for seniority recognition to extend beyond the twenty-four (24) month period. Where no agreement is achieved, seniority will not accumulate beyond the twenty-four (24) month period and the employee's seniority will be adjusted upon re-entry into the Bargaining Unit.

(d) Employees who temporarily transfer into other CUPE Bargaining Units continue to accumulate seniority and are not subject to this Article.

14.06 Notwithstanding the above, in the event that an Employee receives a Leave of Absence to pursue other employment, seniority will not accumulate.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Both Parties recognize:

1. The principle of promotion within the service of the Employer; and
2. That job opportunity should increase in proportion to length of service and ability.

15.02 **Selection Process**

(a) In making staff changes, the Employer will select the best candidate with the stated qualifications, skills and abilities provided the qualifications, skills and abilities bear a reasonable relationship to the position and its duties. In determining the best candidate, satisfactory service with the Employer will be given reasonable consideration. In the event these factors are equal for two or more Employees, seniority will prevail.

The successful Employee, from the Bargaining Unit, shall be placed on a trial period for a period of four hundred and sixty-two (462) regular hours worked.

In the event the successful Employee proves unsatisfactory in the position during the aforementioned period, at the sole discretion of the Employer, such Employee shall be informed in writing of the reasons by the supervisor, and shall be returned to that Employee's former position without loss of seniority, benefits or previous salary or the trial period may be extended at the sole discretion of the Employer.

During the trial period, the Employee shall retain the option of returning to the Employee's former position with the same procedure being followed as outlined above. Subject to operational considerations, the Employer shall return the Employee to his/her former position within twenty-one (21) calendar days after the Employee exercises this option. Any other Employee promoted or transferred in relation to the above assignment shall also be returned to that Employee's former position with the same procedure being followed as outlined above.

In the event that the successful candidate proves unsatisfactory during the trial period, or if the successful candidate chooses to return to their previously held position, the candidate who met the qualifications, skills and abilities of the position and placed second in the selection process may be offered the position.

- (b) The job selection process employed by the Employer may result in the awarding of the position to the most senior qualified applicant without an interview being conducted.
- (c) 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.
- (d) Positions which cannot be filled by a Bargaining Unit member may be offered to qualified employees in another CUPE Bargaining Unit within the Employer before the position is filled by a candidate who is not a CUPE member.

15.03 **Position Posting**

(a) Where the Employer determines that:

- (i) A regular vacancy exists; or
- (ii) A new position is created; or
- (iii) A temporary vacancy exists of three (3) months or more; or
- (iv) Additional regular Part-Time hours which are available;

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

- (b) In accordance with 15.03 (a) above, a notice shall be posted for a period of fourteen (14) calendar days. The closing date for applications shall be indicated on the position posting. The Employer shall provide a copy of the posting to the Union. The notice shall include a brief description of the nature of the position, including any requirement to work at more than one site,

classification title and an overview of the skills, abilities and qualifications required. Directions as to applying for the position or obtaining additional information about the position shall be included.

- (c) Positions will be awarded to the successful candidate as soon as is reasonably possible following the closing date for the job posting.
- (d) The Employer may combine Part-Time positions to become a single position, where operationally feasible.
- (e) Any Employee filling a Temporary Position must complete not less than four (4) months of the Temporary Position before being eligible to commence any other Temporary Position.
- (f) Employees can apply for posted Regular positions at any time.

15.04 **Successful Candidate**

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

≈ 15.05 An unsuccessful Bargaining Unit applicant may, within 10 days of notification of the awarding of the position, make a request for an explanation as to why he/she was not granted the position. The Employer shall provide an explanation to the Employee as soon as practicable after receipt of the request. The time limit for the filing of a grievance under Step One of the Grievance Procedure shall run from the date the Employee receives the explanation from the Employer.

15.06 **Placement In a New Position**

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.

15.07 Casual Employees shall not be used in permanent vacancies in order to avoid posting the vacancy when the Employer determines that the vacancy is to be filled. Casual Employees may continue to be used in permanent vacancies while the Employer posts and fills such positions.

15.08 When opportunities for additional Casual employment arises, the Employer may provide notification indicating the nature of the available Casual employment.

15.09 **Team Leader Pay**
An Employee appointed by the Employer to a Team Leader position shall receive a regular pay supplemental premium for the hours worked in such an assignment. The pay shall be calculated by referring to the Employee's base annual pay rate (excluding overtime) and adding an annual rate supplement of \$2,000. Part-Time Employees shall be pro-rated in accordance with his/her regular hours worked.

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

≈ 15.11 **Scope of Practice**
Should the Employer increase a Classification's Scope of Employment or should the Scope of Practice be increased by an external body or college and this change is required by the Employer and/or is required to maintain licensing, then existing employees within that classification will be provided a reasonable time period to upgrade their levels of competency. Notwithstanding Article 24.16, should an Employee's Scope of Practice be increased by an external body or college and the change is required by the Employer, then the Employer will cover registration costs and course materials and employees shall suffer no loss of pay to attend the training.

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

ARTICLE 16 - DISPLACEMENT, LAYOFF, AND RECALL

The provisions (16.01 through 16.29) do not apply to a Casual Employee except as specified.

16.01 (a) **Definition of Displacement and Layoff**
Employees may be subject to the Displacement Procedure and/or laid-off because of shortage of work or funds, or the discontinuance of work or the reorganization of work.

(b) **Deemed Displaced**
Employees shall be deemed to be a displaced Employee and subject to the provisions of this Article where the regular designated hours of his/her original positions are reduced.

(c) **Seniority and Displacement, Layoff, and Recall**

- (i) The Employer will apply the principle of seniority rights within the Displacement, Layoff and Recall procedures. That is; where the procedures provide an option to affected Employees, the option shall be offered first to the most senior affected Employee. Where the procedure does not permit an option, the Employee to be displaced or laid-off shall be the least senior affected Employee.
- (ii) Both parties recognize the principle that job security shall normally increase in proportion to length of service. Therefore, in the event of a displacement in a classification, the Employee to be displaced shall be the least senior in that classification, if operationally possible, in the affected site.
- (iii) Further, both parties recognize that in the event of a layoff in a classification or classification group, the Employee to be laid-off shall be the least senior in that classification or classification group, in the Bargaining Unit.

16.02 (a) **Prior to Displacement**

Prior to any affected Employees being notified, the Employer will meet and inform the Bargaining Unit representatives on the Labour Management Committee of all Employee placement options immediately available. 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.

In the meeting:

The Employer will advise the Bargaining Unit representatives of the Labour Management Committee of:

- (i) the department or service affected,
- (ii) the classifications affected,
- (iii) the number of Employees to be potentially displaced from the department or service affected,
- (iv) the Employer's determination of the least senior Employee(s) within the classification in the department or service affected,
- (v) all existing or pending Regular and Temporary vacancies and existing Temporary positions in the Bargaining Unit, and

- (vi) the potential for a TSP process and if applicable, the number of positions that may have access to a TSP process.

The Employer will consult with the Bargaining Unit representatives of the Labour Management Committee regarding ways to minimize the adverse effect on the Employee(s) to be displaced.

The Employer may consider additional options within the displacement procedure including those presented by the Bargaining Unit representatives of the Committee where the options are operationally practical and in accordance with the following principles:

- (i) to minimize the number of affected Employees to be displaced;
- (ii) to minimize disruptions to affected Employees by displacement.

≈ (b) **Voluntary Severance and TSP**

Once the Employer has determined the number of positions within a particular classification to be reduced, it shall, following the meeting in Article 16.02(a), invite expressions of interest for voluntary severance within the identified classification.

In the event that the number of redundant positions still outnumber the number of vacancies created by offering the TSP within the affected Employee's classification, the invitation to TSP voluntary severance shall be made on a bargaining unit wide basis. The Employer will then determine which Employees among any applicants meet the threshold qualifications. The Employer shall offer TSP to eligible applicants on the basis of seniority.

Where the Employer can demonstrate that it cannot accommodate the resignation of that number of Employees volunteering to resign or that other operational considerations are impacted, the Employer reserves the right to restrict the TSP offer. For example, where too many volunteers within a classification are from within a single work area, it may not be possible to permit all to resign at once.

(c) **Restrictions on Postings**

The Employer shall not post vacancies that arise while Employees are in receipt of displacement notices where the threshold requirements of the vacant positions can be met by a displaced Employee.

- (d) **Vacant Positions**
Vacant positions existing at the time that Employees are in receipt of displacement notices may not be filled (appointments confirmed) as posted where the threshold requirements of the vacant positions can be met by a displaced Employee.
- (e) **Determination of Options**
Following the consultation with the Labour Management Committee set out above, the Employer will determine the reasonable options in the circumstances for each displaced Employee.

16.03 **Classification Groups**
Classification groups, if any, shall be described in a Memorandum of Agreement. This Memorandum shall be developed following the signing of the Collective Agreement and shall be applied in accordance with this Article 16. Classification groups can only include classifications that require the same or essentially the same threshold qualifications and classifications that are compensated at pay rates where the maximum pay rates for the lowest and highest paid classifications in the group are within a 10% range. [eg. Classification Group A lowest pay rate \$25,000 and highest pay rate \$27,500]. Classification groups, where established by Memorandum of Agreement shall be for the purposes of this provision only, be deemed to be a single classification rate.

16.04 **Vacancy Matching**
An Employee can only be matched to a vacancy if the annual salary and regular hours of work do not exceed those of his/her existing position. Employees are deemed to be a match if they can meet the threshold requirement of the position.

It is understood that a displaced Employee can be considered for placement to an existing vacancy, a vacancy in a position created by a voluntary severance (TSP) or by a retirement. In such cases where a displaced Employee is willing to accept a placement to an existing vacancy outside of his/her classification or site, the Employee may receive, at the sole discretion of the Employer, up to one hundred and forty (140) hours of training to assist them in meeting the threshold requirements of the position.

16.05 **Notification of Displacement to Employee**
The Employer shall meet in person with the affected Employee(s) to be displaced and outline the displacement options, verbally and in writing. The displaced Employee(s) shall be accompanied at the meeting by a Union representative from the Labour Management Committee.

16.06

Displacement Options

Once a displaced Employee has been notified by the Employer, the Employee shall indicate in writing his/her preferred option within two (2) working days (ie. Monday to Friday) from the following:

≈ (a) Voluntary Severance:

Employees will be invited to complete the expression of interest forms. Where the Employer accepts the Employees 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 layoff.

It is understood that voluntary severance shall not be offered where vacancies exist within the displaced Employee's classification and work site. However; where the displaced Employee is within a classification group and the existing vacancy is within the classification group at the site, the Employer shall determine if a voluntary severance (ie.; TSP payment) is to become available to the displaced Employee. It is understood that voluntary severance may not be offered where vacancies exist within the displaced Employee's classification group and work site; or

(b) A Regular or Temporary Bargaining Unit Vacancy:

(i) A displaced Employee may choose any existing vacancy within the classification or classification group within the work site or the Bargaining Unit for which the Employee meets the threshold requirement of the vacancy; or,

(ii) In the event that the Employee does not choose the vacant position within the classification or classification group at the site but wishes to displace the position of the least senior Employee within the classification or classification group at the site (or at another site within 50 km. of the displaced Employee's site) and provided that the least senior Employee can meet the threshold requirements of the vacant position, the originally displaced Employee shall occupy the position of the least senior Employee and the least senior Employee moves to the vacant position; or

(iii) A displaced Employee may choose any existing vacancy within the work site or the Bargaining Unit for which the Employee meets the threshold requirements of the vacancy; or

(c) Displace another Employee in accordance with Article 16.07 (b); or

(d) Accept the Layoff and be Placed on the Recall List.

16.07 (a) **Displacement Requirements**

It is understood that in the case of displacement, an Employee can only displace into a position if the annual salary and regular hours of work do not exceed those of his/her existing position and the Employee can meet the threshold requirement of the position to be occupied, except a displacement into a position within a classification group as set out in Article 16.03.

For greater clarity it is understood that an Employee can displace to a position of the least senior Employee of an equivalent number of hours. Where a position of equivalent hours is not available the Employee can displace to the least senior position having the greatest number of hours.

(b) **Displacement Procedure**

- (i) Where the Employer is to reduce the staff compliment in a classification within a site, the least senior Employee within the classification to be reduced shall be displaced.
- (ii) Where the displaced least senior Employee in the classification at the site is not the least senior Employee in the classification group (where groups are established by agreement with the Union) then the displaced Employee shall further displace the least senior Employee in the classification group at the site.
- (iii) Where the displaced Employee is the least senior Employee in the classification or classification group, the Employee may displace the least senior Employee in the department as defined by the Employer within 90 days of the signing of the Collective Agreement (within their bargaining unit and site) for which the Employee meets the threshold requirements of the position.
- (iv) Where the displaced Employee is the least senior Employee in the classification or classification group, the Employee may displace the least senior Employee in the Bargaining Unit in the site for which the Employee meets the threshold requirements of the position.
- (v) Where the Employee is unable to meet the threshold requirements of a position of an Employee with the least seniority at the site or chooses to transfer to a position elsewhere in the DHA, the Employee may displace the least senior Employee in the displaced Employee's classification or classification group at the site of the Employee's choice.
- (vi) A displaced Employee may displace the least senior Employee in the Bargaining Unit.

(vii) Where the Parties mutually agree that an Employee's displacement choice has proven unworkable, the Employee will be allowed to exercise their full rights under Article 16.07(b).

(c) Employees subsequently displaced in accordance with the above shall be entitled to follow the procedure as previously set out.

≈ 16.08

TSP Program

(a) Employees will have a minimum of 72 hours to indicate their potential willingness to participate in the TSP. In the event that an Employee is offered TSP, they will have 7 days to confirm acceptance.

(b) **Reduced Hours and TSP Payment**

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

(c) **Release Form**

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

(d) **TSP Severance Payment**

The amount of TSP payment shall be equivalent to four (4) weeks' regular (i.e. excluding overtime) pay for each year of service to a maximum payment of fifty-two (52) weeks' pay and for a minimum payment of eight (8) weeks' pay. Where there is partial year of service the TSP payment will be pro-rated on the basis of the number of months of service. An Employee who resigns in accordance with these provisions and is eligible to receive a pension under the NSHEPP Pension Plan and commences receiving the pension immediately following the completion of the TSP payment, shall also be entitled to receive the Retirement Allowance under Article 26.02 of the Collective Agreement. (The maximum combined TSP and Retirement Allowance payment shall not exceed fifty-two (52) weeks. The Retirement Allowance will be paid to the Employee at the earliest opportunity in accordance with the provisions of the Income Tax Act of Canada.

(e) **Casual Shifts**

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

- (f) **Formula for Part-time Hours**
In determining the extent of the existing part-time relationship of an Employee at the time of resignation, layoff or other application of this program where the hours worked are not regular due to working additional shifts, the average of the Employee's hours worked during the six (6) month period preceding the severance (or average over the preceding period of part-time employment where that period is less than six (6) months) will be used.
- (g) **Continuation of Benefits**
Employees in receipt of a TSP payment, and who select the salary continuation option outlined below in Article 16.08(j), will be entitled to continue participation in the applicable group insurance and benefit plans, excluding LTD, for the length of the TSP payment period. During such period the contributions will be cost shared in accordance with Article 26.01 of the Collective Agreement. It is understood that the Employer's obligations in this respect do not apply to plans for which the Employee is currently responsible for the full cost of contributions.
- (h) **Re-employment Considerations**
It is intended that TSP participants not be re-employed by an acute care employer during their TSP payment period. For purposes of this program, acute care employer includes the following employers: Capital District Health Authority, IWK Health Centre, Cape Breton Healthcare Complex and all District Health Authorities. An employee in receipt of a TSP payment who is re-employed with an acute care employer will be required to repay an amount equal to the remaining portion of the TSP payment period. The repayment may be achieved through a payroll deduction plan that provides for full recovery over a period that is no more than twice the length of the remaining TSP payment period or through a lump sum payment. The Employee has the right to determine the method of repayment.
- (i) **Number of Employees**
Notwithstanding anything in this Agreement, the Employer is only required to provide a TSP payment to the same number of Employees as the Employer has reduced its complement.
- (j) **Severance Payment Method**
It is understood that the method of payment of the severance, either lump sum or salary continuation, shall be determined by the employee, provided that the total amount of payment is fully paid within the applicable notice payment period (not greater than fifty-two (52) weeks).

(k) **Transition Services / EAP**

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

16.09 **Threshold Requirements**

In exercising options under the Displacement and Layoff Procedure, threshold requirements within the classification or classification group shall be the minimum requirements for entry to the position.

16.10 **On-the-Job Training**

Prior to a non-voluntary lay off occurring, the Employer shall assess each remaining existing Regular vacancy in the Bargaining Unit where it had been previously determined by the Employer that the displaced Employee could not meet the threshold requirements of the vacancy. Where the Employer determines that the displaced Employee could meet the threshold requirements of an existing Regular vacancy if provided with on-the-job training of up to one hundred and forty (140) hours (worked) in addition to the usual orientation period, the displaced Employee shall be offered the existing Regular vacancy with a requirement to complete the training.

16.11 **Leave of Absence**

An Employee to be displaced who is absent from work due to a leave of absence for any reason shall be advised of displacement in writing. The displaced Employee shall be required to indicate his/her intent to return to work and shall normally be required to exercise displacement rights in accordance with the displacement procedure. However, the displaced Employee will not be required to return to work prior to the expiry of his/her leave of absence.

≈ 16.12 **Choosing an Option**

- (a) The Employer shall provide a minimum of two (2) working days to permit an Employee to notify the Employer in writing of his/her choice.
- (b) Where a displaced Employee is eligible for retirement in accordance with the NSHEPP Pension Plan, the displaced Employee may choose to retire.

16.13 **Notice of Lay Off**

- (a) Employees shall be given four (4) weeks written notice of lay off. Where such notice is not given, the Employee shall receive pay in lieu of notice equivalent to the regular pay he/she would have otherwise earned during the notice period.
- (b) A copy of the lay off notice shall be sent to the Union.
- (c) This provision does not apply to layoff as a result of a labour dispute. In such cases, as much notice as possible shall be given.

- (d) This provision shall not apply to a Casual Employee.

16.14 **Recall**

- (a) A displaced Employee who has indicated a choice to voluntarily lay off shall no longer have any rights to Displace.
- (b) A displaced Employee who has indicated a choice to voluntarily lay off shall have recall rights.

16.15 **Recall Rights**

Where a displaced Employee is appointed to an existing vacancy or a vacancy created through the awarding of a TSP or an Employee retirement, or position which has a lower hourly rate, except as set out in Article 16.03, or less designated hours than the hours of the displaced Employee as designated prior to displacement, the displaced Employee retains recall rights to a position within the classification or classification group of equivalent designated hours to the position held by the displaced Employee prior to displacement.

16.16 **Recall to Temporary Positions – less than 6 months**

A laid-off Employee, while working relief shifts, extra shifts or in a Temporary position shall retain the status as a laid-off Regular Employee.

The total of the days worked as relief or extra shifts or in a Temporary position of less than six (6) months shall extend the recall period set out in Article 14.04 (v).

16.17 **Recall to Temporary Positions – more than 6 months**

A laid-off 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.

16.18 **Full-Time Employees Recalled to Part-Time Positions**

- (a) Full-Time Employees may be permitted, where operationally feasible, to occupy more than one (1) Part-Time position within the classification or classification group while awaiting recall to a regular Full-Time position. This practice shall not oblige nor require the Employer to combine Regular positions so as to create Full-Time hours nor shall the Employer be required to fragment Full-Time or Part-Time positions to restore the pre-lay off hours to laid-off Employees.
- (b) A Full-Time Employee does not lose her/his recall rights if she/he refuses to accept recall to a Part-Time position.

- 16.19 **Part-Time Employees Recalled to Regular Part-Time Positions**
A laid-off Part-Time Employee may be recalled to a Regular Part-Time position within the classification or classification group up to his/her former appointment status designation as to his/her percentage of Full-Time hours.
- If recalled to a Regular Part-Time position within the classification or classification group with a smaller percentage of Full-Time hours, the Regular Part-Time Employee shall retain his/her recall rights to a Regular Part-Time position equivalent to his/her former appointment status designation as a percentage of Full-Time hours.
- 16.20 **Laid-off Employee Availability for Recall and/or Assignment**
All laid-off Employees shall indicate to the Employer on the Laid-off Employee Availability Form attached to this Agreement whether or not the Employee is interested in the assignment to extra and/or relief shifts within the classification or classification group while on lay off. Where interested the Employee shall indicate the extent of availability. Assignments shall be in accordance with the threshold requirements for the available shift and in recognition of the need for Employee orientation to specific positions within the classification or classification group.
- 16.21 **Laid-off Employee Availability Form**
A laid-off Employee shall indicate in writing on the form attached as Appendix "E" whether she/he is willing to accept recall and/or additional shifts within the Bargaining Unit to a Regular position within the classification or classification group at a work site other than the one from which she/he was laid-off.
- 16.22 (a) **Assignment of Additional/Extra Shifts**
A laid-off Regular Employee who has indicated an interest in additional shifts will be assigned extra shifts within the classification or classification group in accordance with the practice for all Part-Time Employees. It is understood that assignment to additional shifts to a position within a classification group, where the assignment is to be in a classification other than that of the Employee to be assigned, requires that an Employee be able to immediately fulfill the requirements of the position.
- (b) **Assignment of Temporary Positions**
Available Temporary positions within the classification or classification group that are in excess of three (3) months shall be offered to laid-off Employees, subject to the threshold requirements of the position, in order of the seniority. Placement of laid-off Employees into these positions are subject to recall.
- Laid-off Employees shall be offered Temporary positions of less than three (3) months prior to the positions being offered to Casuals.

- (c) **Assignment of Relief Shifts**
A laid-off Employee will be offered relief shifts within the classification in accordance with the practices with Part-Time and Casual Employees.

16.23 **Notice of Recall**
A laid-off Employee shall be notified of the opportunity for recall within the Bargaining Unit in the most expeditious manner possible including telephone, fax or in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.

16.24 **Current Contact Information**
Laid-off Employees are responsible for leaving his/her current address and telephone number with the Employer.

16.25 **Recall Procedure**
Laid-off Employees shall be recalled in order of seniority to fill the first available Regular position within the Bargaining Unit for which the laid-off Employee meets the threshold requirements at his/her work site or any other work site in the Bargaining Unit as indicated in Appendix "E".

However, where the senior laid-off Employee does not meet the threshold requirements for an available position, and on-the-job training of up to one hundred and forty (140) hours (worked) in addition to the usual orientation period would be unavoidable in order to fill such an available position, on-the-job training shall be offered to the most senior laid-off Employee and so on in order of seniority.

Where a recalled Employee accepts a position in the Bargaining Unit which has a lower hourly rate, except as set out in Article 16.03 or less designated hours than the hours of the displaced Employee as designated prior to displacement, the displaced Employee retains recall rights to a position within the classification or classification group of equivalent designated hours to the position held by the displaced Employee prior to displacement.

16.26 **Recall List**
The Employer shall maintain a recall list. The recall list shall include the classification or classification group, the name of the laid-off Employee, the laid-off Employee's recall period, the laid-off Employee's former work site and other work sites to which the laid-off Employee is willing to accept recall.

16.27 **Recall – Accept or Decline**
The laid-off Employee shall indicate to the Employer within two (2) working days of receipt of the recall notice, the laid-off Employees intention to accept or decline the recall. If the laid-off Employee accepts the recall, the laid-off Employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the laid-off Employee rejects the opportunity for recall,

the Employee shall be continued on the lay off list, subject to Articles 14.04 (v) and 16.28 (a) and (b).

- 16.28 (a) **Recall Refusal**
Three (3) successive refusals of recall opportunities within the classifications or classification group within the work sites to which the laid-off Employee indicated that he/she was willing to accept recall, may result in the laid-off Employee being removed from the lay off list and the forfeiture of all rights under the recall rights of this Collective Agreement.
- (b) **Expiry of Recall Period**
At the expiry of the recall period a laid-off Employee may apply in writing to continue to work as a Casual Employee. The Employee shall be permitted to convert his/her Regular seniority including Regular seniority while a laid-off Employee, to Casual seniority.
- 16.29 **New Employees and Recall List**
No new Employees shall be hired unless all Employees on the recall list who are able to perform the work required have had an opportunity to be recalled subject to consideration of threshold qualifications.
- The recall list shall be maintained by the Employer and provided to the Union at least four (4) times per year.
- 16.30 **Relocation of Work**
Where the Employer's business plan requires work and the Employees performing the work to be relocated from one hospital to another hospital site, the affected Employee(s) will be permitted to relocate, at his/her option, with full seniority and benefits previously enjoyed at his/her original site.
- (a) Should an Employee choose not to relocate, the job will be posted in accordance with Article 15.03.
- (b) If an Employee chooses not to move with the job, the Employee shall be subject to the lay off procedure.

ARTICLE 17 - HOURS OF WORK

- 17.01 (a) **Bi-weekly Hours**
Except as otherwise specified in this Agreement, the hours of work for a Full-Time Employee shall average seventy (70) hours per two (2) week period consisting of shifts that are:
- (i) **Regular 7 hour shift**
Seven (7) hour shifts, exclusive of one (1) hour meal break and inclusive of two (2) fifteen (15) minute rest breaks; or

- (ii) **Regular 10.5 hour shift**
Ten and one-half (10½) hour shifts, exclusive of ninety (90) minutes for meal breaks, one-third (30 minutes) of which shall be used in conjunction with a paid fifteen (15) minute period to become a second meal break of forty-five (45) minutes and inclusive of two fifteen (15) minute rest breaks.

- (b) **Other Regular Shifts**
The shift length can be altered from the usual 7 or 10.5 hour shifts to create other regular shifts. For Full-Time Employees, the regular shifts shall not normally be less than 7 hours and not more than 10.5 hours. For Part-Time Employees, the regular shifts shall not be less than 3.5 hours inclusive of a fifteen (15) minute break except where there is an agreement with the Union. This provision does not apply to Casual Employees.

- (c) **Flexible Work Hours**
The Employer may, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule if the Employer is satisfied that an adequate number (ie., 10 or less, there must be a consensus more than 10, there must be a sixty-six and two-thirds (66 ⅔) agreement unless the Parties mutually agree to another mode of determination) of Employees in a unit have requested and wish to participate in such a schedule and the operation of the service is not adversely affected. This provision is not applicable to a Casual Employee.

17.02 (a) **Working Schedule**

- (i) **Days off**
Days off for a Full-Time Employee shall average four (4) per two (2) week period, given in not more than two segments unless mutually agreed otherwise between the Union and the Employer. This provision is not applicable to a Casual Employee.
- (ii) The Employer shall provide that no Employee is scheduled to work more than five (5) consecutive night shifts between days off, unless mutually agreed otherwise. This provision is not applicable to Casual Employees.

Where a schedule requirement would have the Employee working greater than this number of consecutive shifts and the change is to be ongoing, the change to the rotation will require an agreement with the Union.

- (iii) Full-Time Employees who work rotating shifts shall be assigned to work on an equitable rotation basis, except where operational requirements prevent such equitability.

- (iv) In the event that Employees are temporarily assigned to work at more than one Hospital site, the Employer will endeavor, subject to operational requirements, to distribute the assignment equitably among qualified Employees. This shall not apply to services provided by an Employee in a position requiring the regular assignment of duties at more than one site.
 - (v) This does not preclude shift arrangements acceptable to both the Employer and the Union in variance of the foregoing.
 - (vi) Unless mutually agreed otherwise, Employees shall not be required to work more than a total of sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work, except in emergency situations.
- (b) **Working Schedule - Posting**
- (i) The work and standby schedule for Regular Employees or Employees in Temporary positions shall be for a four (4) week period and posted not less than two (2) weeks in advance. All additional available shifts known to the Employer at the time of posting shall be assigned on this schedule.
 - (ii) Regular Employees shall be notified of any change in the posted schedule. Except where the change is by mutual agreement between the Employee and the Employer, where a change of scheduled shift (excluding scheduled standby shifts) occurs within twenty-four (24) hours of the scheduled shift start time, the Employee shall receive payment at the applicable overtime rate for all such hours worked within the required period of notice. A change in shift occurs when both the scheduled start time and end time for a scheduled shift are changed or the calendar date of the shift is changed. This provision is not applicable to a Casual Employee.
- (c) **Split Shifts**
There shall be no split shifts except by mutual agreement between the Union and the Employer. This provision is not applicable to a Casual Employee.
- (d) **Weekends Off**
Employees who work rotating shifts shall receive one (1) weekend off in a three (3) week period unless otherwise mutually agreed. This provision is not applicable to a Casual Employee.

17.03

Meal and Rest Periods

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.

(a)

Paid Rest Periods

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

(b)

Unpaid Meal Breaks

An Employee shall be permitted an unpaid meal break of sixty (60) consecutive minutes once during a shift (7 hours). Employees may be required to remain at his/her work stations during meal breaks.

(c)

Missed Breaks

It is recognized as inherent in health care employment that on shifts where scheduling will not permit, Employees may have to take his/her meal break(s) and/or rest break(s) at the work site or in the facility. Where the 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.

(d)

Breaks for Excessive Temperature

Where temperatures exceed 32.2 C (90-95 F), Employees may take advantage of a ten (10) minute break per hour of service.

17.04 (a)

Part-Time Employees - Additional Shifts

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

(b)

Part-Time Employee's Extra Shifts

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

(ii) A Regular Part-Time Employee may be assigned extra shifts up to the point of his/her indicated willingness to work extra shifts. The

Employer shall normally assign extra shifts to such Regular Part-Time Employees as equitably as possible per posting on the basis of indicated availability. If extra shifts still exist after assignment of the extra shifts to Regular Part-Time Employees, as set out above, the Employer may offer the extra shift(s) to Casual Employees.

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

(c) **Relief Shifts**

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

17.05 **Casual Availability**

(a) Casual Employees shall, at the commencement of their employment, confirm in writing to the Employer the extent of their availability. Casual Employees who wish to change their availability must apply in writing to the Employer for such change which requires the approval of the Employer. Such approval shall not be unreasonably denied.

(b) Casual and Part-Time Employees may work without advance notice and there shall be no financial penalty on the Employer. Casual and Part-Time Employees may also have relief shifts cancelled with three (3) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled relief shift, the Casual or Part-Time Employee shall be provided with work or be paid for the cancelled relief shift.

ARTICLE 18 - COMPENSATION FOR WORK BEFORE AND AFTER SCHEDULED HOURS

18.01 **Overtime Defined**

(a) Overtime is time worked in excess of [excludes the fifteen (15) minutes as set out in Article 18.01 (c)]:

(i) a regular 7 hours shift; or

(ii) a regular 10.5 hours shift; or

(iii) other regular shifts of a duration longer than 7 hours; or

- (iv) average of 70 hours bi-weekly in accordance with a rotation.
- (b) Regular shifts of less than 7 hours shall not qualify for overtime compensation until the time worked exceeds the minimum of 7 hours.
- (c) Overtime will be compensated, by the Employer granting to the Employee, pay at the rate of one and one-half times (1½x) the Employee's regular hourly rate for the overtime worked provided such time worked exceeds fifteen (15) minutes beyond the regularly scheduled shift as indicated in Article 18.01(a).
- (d) Where an Employee works in excess of four (4) hours overtime beyond a regular 7 hour shift (or other regular shift longer than 7 hour shift), the Employee shall be compensated at the rate of two times (2x) the Employee's regular hourly rate for the overtime hours worked that are in excess of the first four (4) hours of overtime worked.

18.02

Meal Allowance

Employees will be provided with a meal voucher (at those sites where cafeteria service is available) or eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled shift as described in Article 17.01 (b) provided the regular shift is a minimum of 7 hours.

18.03

Stand-by

- (a) An Employee may be required to be on Stand-by provided they are designated by the Employer.
- (b) The Employer shall pay an Employee who is on Stand-By on a regular day thirteen dollars and fifty cents (\$13.50) for each Stand-By period of eight (8) hours or less.
- (c) 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.
- (d) An Employee shall not be assigned to Stand-by for more than two (2) weekends in a four (4) week period or for more than seven (7) consecutive days unless mutually agreed. In the event that this assignment is on a day not scheduled to be at work, this assignment shall not be deemed to interrupt a day off as set out in Article 17.02 (a).
- (e) Stand-by shall not be forfeited in the event of a call back.
- (f) An Employee shall not be required to be on Stand-By during the vacation period unless the Employer and the Employee mutually agree.

18.04 (a) **Call Back Defined**

Call back occurs when an Employee is required to report for work following completion of a shift but before the commencement of his/her next shift or has signed out from duty following a call back. Working additional shifts, extra or relief shifts, shall not be considered as a call back for a Part-Time Employee or Casual Employee.

(b) **Compensation**

(i) An Employee who is called into work outside the Employee's normal working hours, shall be paid a minimum of four (4) hours at the Employee's regular rate or time and one-half (1½ x) for all overtime worked, whichever is greater.

(ii) For Employees on Stand-by, the minimum four (4) hour payment shall apply once during each eight (8) hour Stand-by period. Subsequent calls during the same eight (8) hour period shall be paid at time and one-half (1½x) with a minimum of one (1) hour's pay at straight time rates.

(iii) **Call Back on a Holiday**

An Employee who is called into work on a holiday, outside the Employee's normal working hours, shall be paid a minimum of four (4) hours at the Employee's regular rate or double time (2x) for all overtime worked, whichever is greater.

The minimum four (4) hour payment shall apply once during each eight (8) hour Stand-by period.

Subsequent calls during the same eight (8) hour period shall be paid at double time (2x) with a minimum of one (1) hour's pay at straight time rates.

(iv) An Employee may take time off in lieu of pay for reporting for work on a call-back. Such time off shall occur at a mutually agreed time. Such time banked shall be tracked as part of the overtime bank and shall be subject to Article 18.05. This provision is not applicable to a Casual Employee.

(v) This provision is not applicable to a Casual Employee unless that Casual Employee is on standby.

~ (c) **Transportation Allowance**

Employees shall receive a transportation allowance of twelve dollars (\$12.00) for each call back. When employees are called back to work at a site which is not their home base, he/she will receive the kilometre rate under Article

28.05 or \$12.00 whichever is greater. This provision is not applicable to a Part-Time Employee working additional shifts or a Casual Employee except where the Employee is on a Stand-by assignment when receiving the call back.

(d) **Rest Interval After Call Back**

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 Stand-by, if the first call back is within two (2) hours of the commencement of the next scheduled shift, the Employee shall not be entitled to a six (6) hour rest interval. If mutually agreeable between the Employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

(e) **Compensation Where Rest Interval Not Taken**

Subject to Article 18.04 (d) where, because operational requirements do not permit or where mutually agreeable variations between the Employee and the Employer are not acceptable, the six (6) hour rest period pursuant to Article 18.04 (d) cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1½x).

18.05 **Overtime Payout**

- (a) An Employee may take time off in lieu of pay for overtime worked. Such time off shall occur at a mutually agreed time. Where the Employee chooses to take pay for overtime worked, such pay shall be paid within two (2) pay periods of the written request of the Employee.
- (b) Employees may be permitted to continuously carry an accumulation of up to seventy (70) hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may payout any unused overtime down to seventy (70) hours.

18.06 (a) **Distribution of Overtime**

Overtime shall be divided as equitably as possible among qualified employees within the department. This provision is not applicable to a Casual Employee unless a Regular Employee is not available.

(b) **Distribution of Stand-by and Callback**

Standby and/or Callback shall be divided as equitably as possible among qualified permanent employees within the department. Notwithstanding the above, qualified Casual Employees can be added to the rotation(s) if in the opinion of the Employer, there are not enough permanent employees able to be scheduled for stand-by on a unit or in a department as appropriate.

18.07 **Daylight Saving Time**

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

18.08 **Telephone Consult**

Telephone consults shall not be compensated under Article 18.04. Where the Employee is consulted by telephone within a service providing telephone consulting support to the public or where the Employee is designated to be available to be contacted by telephone as a support service to the Employer, the Employee shall be compensated as follows:

- (i) payment for the total of actual time spent on the phone consult at the rate of one and one-half times (1½x) the Employee's regular hourly rate to a maximum of eight (8) hours pay at the Employee's regular rate in an eight (8) hour period.
- (ii) where the Employee has been designated to be on Stand-by, the compensation shall be in addition to the Stand-by premium as set out in Article 18.03 (b).
- (iii) in all instances the minimum telephone consult shall be recognized as thirty (30) minutes pay per incident at the Employee's regular hourly rate.

ARTICLE 19 - SHIFT WORK

≈ 19.01 **Shift Premium**

Effective November 1, 2011, Employees who work between 1800 and 0600 will receive a shift premium of \$1.75 for all hours worked.

19.02 **Rest Between Change of Shifts**

- (a) For Employees required to work rotating regular 7 hour shifts, the Employer will endeavor to provide at least sixteen (16) hours rest between regularly scheduled shifts unless otherwise mutually agreed. This provision is not applicable to a Casual Employee.
- (b) For Employees required to work rotating regular 10.5 hour shifts, the Employer will endeavor to provide at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed. This provision is not applicable to a Casual Employee.

ARTICLE 20 - WEEKEND PREMIUM

- ≈ 20.01 Effective November 1, 2011, Employees who work between Midnight Friday evening and 0700 Monday morning will receive a weekend premium of \$1.75 for all hours worked.

ARTICLE 21 - HOLIDAYS

The provisions of Article 21 (21.01 through 21.07) are not applicable to a Casual Employee except a Casual Employee who works on a calendar date listed at 21.01. In such case, the Casual Employee will only be compensated at the rate of time and one-half (1½x) times the Casual Employee's regular hourly rate for the hours worked on the calendar date listed in Article 21.01.

- ≈21.01 (a) The following eleven (11) calendar dates shall be recognized as paid (7 hours) holidays for a Full-Time Employee:

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

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

- (b) An Employee who works a shift between 12 00 hours and 24 00 hours on December 24th shall receive an hour off for each hour worked up to a maximum of four (4) hours off. This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary position).

21.02 Qualifying for Holiday Pay

- (a) In order that a Regular Employee may qualify for holiday benefits the Employee must have worked the last scheduled shift prior to and the next scheduled shift following the holiday or have been on paid leave on either or both of those scheduled shifts.
- (b) A Regular Employee absent because of a bona fide illness or injury for a period of illness and where a holiday as listed in Article 21.01 occurs and the Employee has not been scheduled to work, the Employee shall receive holiday payment for the day and not suffer a loss of sick leave credits provided that the illness or injury is reported to, verified and authorized by the Employer. Payment for the shift shall be pro-rated for Part-Time Employees and subject to accumulated credits.

- (c) A Regular Employee absent from a scheduled shift on a holiday as listed in Article 21.01 because of a bona fide illness or injury shall receive sick leave pay on the holiday, subject to available accumulated sick leave credits.

21.03 **Holidays and Vacation**

When a Holiday occurs during a period scheduled as approved vacation for a Full-Time Employee, the Full-Time Employee shall be paid for the holiday from the Employee's holiday credits. Vacation credits shall not be reduced for those hours. This provision is not applicable to a Casual Employee.

21.04 (a) **Work on a Holiday**

If an Employee works a shift on the calendar date of a holiday listed in Article 21.01, the Employee will be compensated at the rate of one and one-half (1½x) times the Employee's regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by mutual agreement.

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

- (c) **Pay or Time in Lieu**

In addition to the compensation for the hours worked on the holiday the Regular Full-Time Employee shall have the option to have seven (7) hours as pay or time off at a time mutually agreed between the Employer and the Employee.

- (d) **Part-Time Employees and Holidays**

In lieu of the holidays listed in Article 21.01 above, 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 the Employee. Where time off is to be scheduled it shall be scheduled at a time mutually agreed between the Employer and the Employee.

- (e) Employees may be permitted to continuously carry an accumulation of up to 22.5 hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay out any unscheduled holiday leave down to 22.5 hours. This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary position).

21.05 **Holiday and Days Off**

When a Full-Time Employee's regular day off falls on the calendar date of a holiday listed in Article 21.01 (a), the Employee's day off in lieu of the holiday shall be scheduled for an alternate date or paid if mutually agreed.

21.06

Christmas Day / New Year's Day

- (i) On an alternating year-to-year basis, an Employee shall be entitled to have either Christmas Day or New Year's Day scheduled off, unless mutually agreed otherwise. This does not preclude an Employee from mutually agreeing to being scheduled to work on both Christmas Day or New Year's Day in a year or to the Employee being scheduled to be off on both if staffing coverage permits. An Employee may mutually agree to work the same holiday (Christmas or New Year's) on successive years. Subject to operational requirements, employees who have Christmas Day or New Year's Day scheduled off may also have December 24th or December 31st respectively scheduled off.
- (ii) The Employee must satisfy the qualifying provisions of Article 21.02 to be entitled to this provision.

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

21.07

Holiday Premium Pay

If an Employee is required to work an established shift on a holiday listed in Article 21.01 which the Employee is scheduled to be off and has received less than seventy-two (72) hours notice, the Employee shall be compensated at the rate of two (2) times the Employee's regular hourly rate for the shift worked. Full-Time Employees shall receive seven (7) hours off later in lieu of the holiday.

If notice has been given at least seventy-two (72) hours prior to the holiday, the Employee will be paid one and one-half (1½ x) times the Employee's regular hourly rate for all hours worked. Full-Time Employees shall receive seven (7) hours off later in lieu of the holiday.

≈ 21.08

Religious Day In Lieu

An employee who is entitled to time off with pay in lieu of Good Friday, Easter Sunday, Christmas and/or Boxing Day pursuant to Articles 21.04 (c), 21.04 (d), 21.05 and/or 21.07 may take such time with pay in lieu at a time that permits him/her to observe a holy day of his/her own faith. The employee shall advise his/her immediate management supervisor in writing of his/her desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavour to grant the request where operational requirements permit.

ARTICLE 22 - VACATION

The provisions of Article 22 (22.01 through 22.09) are not applicable to a Casual Employee.

22.01 Vacation Accrual

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

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.33 regular hours paid.
- (b) Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid.
- (c) Effective on the commencement of the fifteenth (15th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 regular hours paid.
- (d) Effective on the commencement on the twenty-fifth (25th) year of service vacation shall accumulate at the rate of one (1) hour of vacation credit for each 8.66 regular hours paid.

22.02 Vacation Pay

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

22.03 Vacation Payout on Termination of Employment

An Employee who terminates employment during the vacation year shall have vacation entitlement determined on a pro rata basis and shall have it reconciled with the final pay. Employees will be provided with a statement detailing this calculation.

≈ 22.04 Vacation Scheduling

- (a) Vacation shall be scheduled between April 1st and March 31st each year. Paid vacation time off shall be scheduled by the Employer at a time mutually agreed between the Employee and the Employer. Where a mutual agreement has not been achieved by January 1st each year the Employer may schedule the vacation or permit the Employee to carry over up to thirty-five (35) hours of unused vacation into the next vacation year.

The Employer may permit an employee, in exceptional circumstances, to carry over more than thirty-five (35) hours of unused vacation. Any such carryover is contingent on the employee agreeing in writing that the unused vacation in excess of thirty-five (35) hours of vacation shall be used in the next year or be scheduled by the Employer and cannot be carried over into a second year. Further, in no case shall any carryover exceed seventy (70) hours.

- ≈ (b) In developing the vacation roster the Employer will distribute vacation fairly, giving due consideration to the Employee's wishes and to seniority. Preference for vacation according to seniority shall be exercised only once in a vacation year and shall only apply to a single vacation period. In the event of a conflict, Employees are required to designate in writing the single vacation period for which the Employee wishes to exercise seniority.

Written vacation requests for vacation time off must be submitted by February 15th for vacations in the period April 1st to September 30th and shall include requests for Christmas vacations and/or March Break vacations for the following year and by August 15th for vacations in the period October 1st to March 31st except as indicated above.

The Employer will post approved vacation in writing by March 15th and September 15th respectively.

After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered to Employees on a work unit on a first come first served basis unless requests by two (2) or more Employees are made on the same day for the same vacation day(s) in which case seniority shall be used to resolve the conflict.

22.05 **Vacation Time Off**

An Employee shall be entitled to receive at least two (2) weeks of vacation as an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.

22.06 **Work During Vacation**

No Employee shall be required to work during a scheduled vacation period. (i.e. Periods of paid vacation days and/or periods consisting of both paid and unpaid days where the unpaid days are contiguous with both the beginning and end of the paid vacation days.) However, should an Employee agree to work when requested during scheduled vacation, the Employee shall be paid at double the regular rate of pay. The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further the Employee shall be permitted to reschedule her or his vacation leave at a time mutually agreed between the Employee and the Employer.

22.07 (a) **Sickness and Vacation**
Where an Employee can establish that the Employee's illness or accident required hospitalization during the Employee's scheduled vacation, sick leave may be substituted for the vacation days interrupted while the Employee is hospitalized. Vacation time off shall be rescheduled.

(b) **Illness Prior to Vacation**
Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the Employee to the satisfaction of the Employer prior to the commencement of the vacation that the Employee's illness or accident has occurred and that the illness or accident is such that the vacation plans of the Employee will be interrupted. Vacation time off shall be rescheduled.

22.08 **Vacation Cancellation**
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.

≈ 22.09 **Vacation Credits Upon Death**
When the employment of an Employee who has been granted more vacation with pay than he/she has earned is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to him/her.

ARTICLE 23 - SICK LEAVE

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

23.01 **Sick Leave Defined**

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

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

- 23.02 **Paid Sick Leave Accrual**
Paid sick leave credits shall accumulate at the rate of 10.5 hours for each one hundred and fifty-one point six (151.6) regular hours paid. Accrual is effective the first day of employment. Employees shall not be eligible for paid sick leave during his/her probationary period but shall be credited with sick leave accrued upon the completion of his/her probationary period.
- 23.03 **Total Sick Leave Accumulation**
The unused portion of an Employee's sick leave accumulation shall be available for future sick leave to a maximum of ten hundred and fifty (1050) hours.
- 23.04 **Sick Leave Deductions**
A deduction shall be made from accumulated sick leave of all normal working hours absent for illness.
- 23.05 (a) **Sick Leave Claims**
An Employee may claim sick leave when unable to attend work due to personal illness or injury provided the Employee is able to establish with medical documentation, where required, that the illness or injury prevents the Employee from working. The cost of the medical assessment and related forms, as specified by the Employer and associated with the required medical documentation shall be borne by the Employer. The Employee shall be entitled to paid sick leave where the Employee has sufficient sick leave credits.
- ≈ (b) **Confidentiality of Health Information**
- (i) An Employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Occupational Health Services, if required by the Employer. Occupational Health Services shall only release such necessary information to the Employee's immediate management supervisor, such as the duration or expected duration of the illness, the Employee's fitness to return to work, any limitations associated with the Employee's fitness to work, and whether the illness is bona fide.
 - (ii) All Employee health information shall be treated as confidential and access to such information shall only be given in accordance with this Collective Agreement or as authorized by law. The Employer shall store Employee health information separately and access thereto shall be given only to the persons in Occupational Health Services who are directly involved in administering that information or to qualified health care professionals retained by Occupational Health Services.

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

(c) **Sick Leave and Probation**

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

23.06 **Sick Leave Statement**

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

23.07 **Workers' Compensation**

(a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 23.07(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 bi-weekly pay of the Employee while maximizing the amount payable from the WCB. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of WCB. When this Employer supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation Benefits Allowance.

Accumulation of Vacation Credits

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

NSHEPP Pension Plan, Group Health and Group Life Benefit Plans

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- (iii) continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (ie Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of the WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

WCB and Return to Work

- (iv) Where an Employee has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two (2) days or less after the day of the injury, the Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

23.08 **Unpaid Leave**

An Employee who has used all her or his sick leave benefits and is still unfit to return to work, but intends to return to work, will be granted an unpaid leave of absence. Subject to Article 26.03, continuation of such leave shall be subject to a periodic review by the Employer of the Employee's circumstances and the potential for the Employee to return to work.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 (a) **Public Office Leave**

(i) An Employer shall grant a leave of absence without pay upon the request of any Employee to run as a candidate in a Federal, Provincial or Municipal election. If the Employee withdraws as a candidate or is an unsuccessful candidate, she/he is entitled to return to her or his former position without loss of benefits provided that the Employee gives two (2) weeks' notice to the Employer of her/his intent to return unless mutually agreed to a shorter notice period.

(ii) Any Employee in the Bargaining Unit who is elected to full-time office in the Federal, Provincial or Municipal level of government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.

(iii) Upon return, the Employee will be placed in a position determined in accordance with the needs of the Employer at that time. The Employee shall be placed on the same level of the increment scale the Employee formerly occupied prior to commencing the leave of absence. The Employee shall retain all benefits which accrued up to the time the Employee commenced the leave of absence, including service. The Employee shall continue to accrue seniority during the leave of absence.

(b) **Leave for Full-Time Union Office**

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

24.02 **Leave for Union Functions**

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

≈ 24.03 (a) **Leave for Bereavement**

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.

(b) **Immediate Family**

includes the Employee's father, mother, step-mother, step-father, guardian, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child, or ward of the Employee, grandparent, step-grandparent, or grandchild or step-grandchild of the Employee and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time the benefit is claimed.

The Employee shall be granted seven (7) calendar days leave of absence effective midnight following the death and shall be paid for all shifts the Employee is scheduled to work during the seven (7) calendar day period. In any event, the Employee shall be entitled to thirty-five (35) consecutive hours paid leave even if this extends past the seven (7) calendar days leave.

≈ (c) Every Employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an Employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Employee. The Employee can withdraw this day from their overtime, holiday or vacation bank.

≈ (d) **Deferring of Bereavement Leave**

In the event that the funeral for any of the persons listed in Article 24.03(b) does not take place within the period of bereavement leave, the employee may defer a day of his/her bereavement leave without loss of regular pay until the day of the funeral.

(e) **Bereavement Leave and Vacation / Holidays / Sick Leave**

If a death occurs for which Bereavement Leave is provided under this Article, and the 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, Holidays or time in lieu, or sick leave.

(f) The provisions of 24.03 (b) through 24.03 (e) are not applicable to a Casual Employee except that the definition of immediate family as set out in 24.03 (b) shall apply in the application of 24.03 (a).

24.04 **Pregnancy / Birth Leave**

- (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.

24.05 **Pregnancy Leave Notice**

- (a) 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.
- (b) Where notice as required under Article 24.05 (a) 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.
- (c) The Employer shall not terminate the employment of an Employee because of the Employee's pregnancy.

24.06 **Pregnancy Sick Leave**

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 24, may be granted sick leave in accordance with the provisions of Articles 23.01, 23.04 and 23.05. This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary position).

24.07 **Pregnancy / Birth Leave Allowance**

- (a) A Regular Employee or an Employee in a Temporary position entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive Employment Insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (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 (1/2) the bi-weekly rate of pay to which the Employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification. For the purpose of this calculation the hours used for a Part-Time Employee shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Employee as a percentage of full-time hours, whichever is greater.

- (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 (1½x) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Pregnancy / Birth Leave Allowance is not applicable to a Casual Employee.

24.08 **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:

- (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 (52) 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 24.08(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.

24.09 **Parental and Adoption Leave Allowance**

- (a) A Regular Employee or an Employee in a Temporary position 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 ($\frac{1}{2}$) the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification. For the purpose of this calculation the hours used for a Part-Time Employee shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Employee as a percentage of full-time hours, whichever is greater.
- (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 (1½x) 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.

24.10 **Pregnancy/Birth and Parental and Adoption Leave Deferral**

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 (1) 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.

24.11 **Return to Work**

An Employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks notice of his or her intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the Employee. When a 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 eliminated 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.

24.12 **Service and Seniority Continuation**

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

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

accrue seniority for a single period of pregnancy, parental, adoption leave or disability in excess of one year.

24.13 **Group Benefit Plan Continuation**

While an Employee is on pregnancy/birth or parental, or adoption leave, the Employer shall permit the Employee to continue participation in the 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).

24.14 **Special Leave - Birth**

Where an Employee's spouse gives birth to a child, the Employee shall be granted special leave without loss of regular pay up to a maximum of fourteen (14) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Employee.

24.15 **Special Leave - Adopted Child**

Special leave with pay up to a maximum of fourteen (14) scheduled hours shall be granted to an Employee when an adopted child arrives in the Employee's home. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Employee.

24.16 **Leave for Education**

When an Employee is on duty and authorized to attend an education program during the Employee's regularly scheduled working hours, the Employee shall suffer no loss of regular pay.

When an Employee is required by the Employer to attend courses outside of the Employee's regularly scheduled working hours, the Employee shall be compensated with time off or pay on an hour for hour basis for time spent in attendance on such courses. A Casual Employee shall be entitled to compensation as pay only. Furthermore, the Employee shall be reimbursed

for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy. Wherever possible the Employer will make every effort to arrange for the presentation of the required training / education during an Employees scheduled hours of work.

24.17 **Sick Leave for Medical/Dental; Family; Emergency**

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

- (a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Employee's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Employee's immediate family, as defined in Article 24.03(b), who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts;
 - (iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 24.22) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts.

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

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

24.18 **Leave for Good and Sufficient Cause**

An Employee may request, supported by the reason for the leave, leave of absence without pay and without loss of seniority for good and sufficient cause. Such a request shall be in writing and approved by the Employer subject to operational requirements. The Employer's written response shall be given within thirty (30) days of the request.

24.19 **Leave to Pursue Alternate Employment**

A request by an Employee for a leave of absence to pursue alternate employment shall not be deemed by the Employer as good and sufficient cause. However, the Employer may grant the leave at its sole discretion. In such approved leaves, seniority shall not be accrued.

24.20 **Leave for Court**

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

- (a) to serve on a jury (including the time spent in the jury selection process); or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence under Article 24.20 shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation.
- (e) An Employee given Leave for Court without loss of regular pay shall pay to the Employer the amount that the Employee receives for this duty.

This provision is not applicable to a Casual Employee.

24.21 **Leave for Union Business - Employee Replacement**

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

This Article only applies to Casual Employees if they are scheduled at the time of requesting Union Leave. Casual Employees are required to request Union Leave at the earliest opportunity.

24.22 **Leave for Storm Or Hazardous Conditions**

- (a) It is the responsibility of the Employee to make every reasonable effort to arrive at his/her work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:
- (i) take the absent time as unpaid; or
 - (ii) deduct the absent time from accumulated overtime, holiday time or vacation; or
 - (iii) when the Employee has no entitlement to accumulated paid leave, the Employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (b) Employees assigned to provide services which require travel shall not be required to perform such assignments during hazardous travelling conditions and shall report to his/her facility for reassignment.

24.23 **Compassionate Care Leave**

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

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

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate. The “in-law” and “step-relative” relationships referred to in this provision will only be considered “immediate family” in cases where it is a current relationship at the time of the request for leave.

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

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

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

24.24

Volunteer Firefighters

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

24.25

Benefit Plan Coverage - Unpaid Leaves

Except where provided otherwise in this Agreement, while on any unpaid leave (including unpaid sick leave under Article 23.08) an Employee may continue participation in eligible benefit plans provided that the Employee is responsible for paying both the Employer and the Employee’s shares of premium costs for maintaining such coverage for which the Employee is eligible during the period of leave.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

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

25.02 Payment on Temporary Assignment

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

When an Employee is temporarily assigned by the Employer to perform work in a classification paying a higher rate, the Employee shall receive the rate for that classification. Where the classification rate is on an increment scale, the Employee shall receive an increase in pay that approximates one increment step (based on his/her current scale) increase over his/her current increment rate or the maximum for the position; whichever is less.

25.03 Placement on the Increment Scale

(a) Newly hired Employees

Newly hired Regular Employees shall be placed at the start rate of his/her respective classification except where the Employee has provided proof of related previous experience. Such proof must be provided within six (6) months of appointment.

When the newly hired Regular Employee has produced proof or evidence of related previous experience, the Employee's salary shall be determined by placing the Regular Employee on the increment scale based on the concept of a "year for year" of recognized related experience, provided that not more than three (3) years have elapsed since such experience was obtained.

Recent experience shall be determined at the sole discretion of the Employer.

This Article will only be applicable from May 13, 2002 onward for new Regular Employees.

A newly hired Casual Employee's date of employment shall be the date first worked as a Casual Employee. As above, recognition of previous experience as a Casual Employee for placement on the increment scale shall be based on 1820 hours paid equaling one (1) year of experience.

- (i) Casual Employees who have worked nine hundred and thirty-three (933) regular hours or more within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale.
 - (ii) Casual Employees who have worked less than nine hundred and thirty-three (933) regular hours within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale on the day when nine hundred and thirty-three (933) hours are achieved. This revised date shall become the Casual Employee's current casual increment date.
 - (iii) Casual Employees cannot advance more than one increment level in any twelve (12) month period.
 - (iv) Should a Casual Employee become a Regular Employee, the new date of employment shall be the date of appointment to the Regular position.
- (b) **Exception**
The rate of compensation of an Employee upon appointment to an alternate position may be at a rate higher than the minimum rate prescribed for the classification if, in the opinion of the Employer, the Employee has produced proof or evidence of related previous experience in accordance with 25.03 (a) above.
- (c) **Rate of Pay Upon Appointment to a New Position**
- (i) The rate of compensation of an Employee upon appointment to a position in a same pay range shall be at the same rate level.
 - (ii) The rate of compensation of an Employee with related experience upon placement to a position in a higher pay range shall be determined by placing the Employee on the increment scale based on the concept of a "year for year" of recognized related experience, provided that not more than three (3) years have elapsed since such experience was obtained. The rate of compensation of an Employee without related experience upon placement to a position in a higher pay range shall be to the increment step that provides the Employee with an increase in pay that approximates one (1) increment step (based on his/her current scale) increase over his/her current increment rate or the maximum for the position; whichever is less.

- (iii) The rate of compensation of an Employee with related experience upon placement to a position in a lower pay range shall be determined by placing the Employee on the increment scale based on the concept of a “year for year” of recognized related experience, provided that not more than three (3) years have elapsed since such experience was obtained. The rate of compensation of an Employee without related experience upon placement to a position in a lower pay range shall be at the next lowest rate or the maximum of the new class, whichever is lesser, than that received by the Employee in their previous position.

25.04 **Increment Advancement Date**

- (a) Regular Employees shall progress on a year-to-year basis along the increment scale by moving the Employee to the next increment step, where applicable, on the Employee’s employment date. This shall be the Employee’s increment date.
- (b) In the case of reclassification of an Employee, the Employee’s increment date shall be altered to become the date of reclassification as set out in Article 25.03. In the case of an unpaid Leave of Absence in excess of twenty-eight (28) calendar days, the increment date shall be altered by the length of an unpaid Leave of Absence, other than pregnancy and parental leave in which case the increment date shall be unchanged.

25.05 **Pay in Lieu of Benefits**

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

25.06 **Retired Employees**

Retired Employees who return to work in a casual position within the same classification will return at the step on the increment scale that they last achieved as a Regular Employee. Retired Employees who return to work in a casual position outside of their regular classification will be placed on the increment scale in accordance with Article 25.03 (c). The anniversary date as a casual will be established as outlined in Article 25.03.

ARTICLE 26 - NSAHO EMPLOYEE BENEFITS

≈ 26.01 (a) **NSHEPP Pension Plan**

All members of each Bargaining Unit represented by the Canadian Union of Public Employees shall be members of the NSHEPP Pension Plan, subject to the eligibility provisions of the NSHEPP Pension Plan.

- (b) **Group Life Insurance**
The Employer agrees to enroll members in the NSAHO Group Life Insurance Program. The Employer and the Employee shall each pay 50% of the cost. Despite any other provisions in this Agreement, the terms of this plan respecting eligibility and levels of contribution shall apply.
- (c) **Health Plan Premium Cost Sharing**
The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Nova Scotia Association of Health Organizations Blue Cross Plan or its equivalent. This provision shall apply to Employees who agree to pay the other thirty-five percent (35%) of the premiums.
- (d) **Dental Plan Premium Cost Sharing**
The Employer agrees to introduce the dental plan (compulsory participation by all members of CUPE unless with spousal opt out) to become available on July 1st, 2002 or within three (3) months of May 13, 2002, whichever is later. The Employer shall pay sixty-five percent (65%) of the cost of the premiums of the dental plan.

≈ 26.02

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- (a) **Retirement Allowance**
Subject to Article 16.08 (d), an Employee who retires because of age, or mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or the NSHEPP 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 1820 regular hours paid. A month shall mean 151.6 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.

- (d) This provision is not applicable to a Casual Employee.

≈ 26.03 **Work After Retirement**

The Employer shall advise all Employees who are seeking retirement about the possibility of returning to work as a Casual Employee or a Regular Part-Time Employee while at the same time being in receipt of pension benefits in accordance with the provisions of the NSHEPP Pension Plan and the portability provisions of Article 31 of this Collective Agreement.

26.04 **LTD Program**

- (i) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.
- (ii) Should an Employee in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Employee's intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.
- (iii) Employees in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Employees may claim accumulated paid vacation and holiday benefits at any time.
- (iv) Subject to Article 26.04 (v), during the elimination period or while in receipt of Long Term Disability benefits or during the LTD Appeal Process, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the employee share of the benefit premium contribution.
- (v) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence.
- (vi) If the Employee remains in receipt of Long Term Disability benefits after the thirty (30) months, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

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

≈ 26.05

Retiree Benefits

Effective the date of ratification (May 28, 2012), the Employer agrees to provide a monthly fixed amount equal to 65% of the cost premium in effect as of the date of ratification of the current NSAHO Retiree Health Plan for those employees who retire 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.

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 retire with an unreduced pension in accordance with the terms of the NSHEPP Pension Plan. In addition, 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 (which includes employees on WCB and/or LTD) on or after April 1, 2006.

ARTICLE 27 - CONTRACTING OUT

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

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

ARTICLE 28 - MISCELLANEOUS

28.01 Punctual and Regular Attendance

The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism for other than necessary reasons.

28.02 Protective Clothing

The Employer will supply protective clothing where deemed by the Employer to be necessary. Laundry and maintenance of protective clothing supplied by the Employer shall be provided where available.

28.03 Bulletin Board

A bulletin board designated as CUPE shall be provided by the Employer at each site to be used and maintained by the Union for the purpose of posting notices of interest to its members. All notices are to be strictly Union business, and not contrary to the terms of this Agreement.

≈ 28.04 Computer Access

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

≈ 28.05 Travel Reimbursement

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. (Note: November 1, 2011 – The base Civil Service Rate was 0.4015 per km.)

28.06 Technological Change

The Employer undertakes to notify the Union in advance, of any technological changes which the Employer has decided to introduce which will impact on the Bargaining Unit.

28.07 Legal Support for Employees

The Employer, the Union, and the Employees agree that legal support for Employees shall be in accordance with the provisions of Appendix "C".

28.08 Licence Requirement

Employees required to maintain licensure or membership in a trade or professional association shall provide satisfactory proof to the Employer

(annually or as required by the Employer) that such licence/membership is up to date and in good standing.

ARTICLE 29 - ALCOHOLISM, GAMBLING, AND DRUG ADDICTION

29.01 Without detracting from the existing rights and obligations of the parties, recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with alcoholism, gambling, or drug dependency to undergo a coordinated program directed to meet the objective of his/her rehabilitation.

ARTICLE 30 - SAFETY AND HEALTH

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

ARTICLE 31 - PORTABILITY OF BENEFITS

≈ 31.01 In the event the Employer hires an Employee to a Regular position in a CUPE Bargaining Unit to commence work within three (3) months of the Employee leaving employment with any of the Employers listed below, when the Employee has not been terminated for cause or retired in accordance with the NSHEPP Pension Plan, the Employee shall have service with the previous Employer recognized for vacation entitlement, retirement allowance and increment placement, but, unless Article 31.02 applies, not seniority. Accumulated sick leave benefits shall be recognized by the hiring Employer. Qualifying periods under the Benefits Plans of the hiring Employer will be as set out in the Plans. This provision is not applicable to a Casual Employee.

The Employers listed for the purpose of this Article are as follows:

- South Shore District Health Authority (#1)
- South West Nova District Health Authority (#2)
- Annapolis Valley District Health Authority (#3)
- Colchester East Hants Health Authority (#4)
- Cumberland Health Authority (#5)
- Pictou County Health Authority (#6)
- Guysborough Antigonish Strait Health Authority (#7)
- Cape Breton District Health Authority (#8)
- Capital District Health Authority (#9)
- Izaak Walton Killam Health Centre

≈ 31.02

In the event the Employer hires an Employee to a Regular position in a CUPE Bargaining Unit to commence work within three (3) months of the Employee leaving employment in a CUPE Bargaining Unit with any of the Employers listed below, when the Employee has not been terminated for cause or retired in accordance with the NSHEPP Pension Plan, the Employee shall have service with the previous Employer recognized for seniority within the bargaining unit. This provision is not applicable to a Casual Employee.

The Employers listed for the purpose of this Article are as follows:

- South Shore District Health Authority (#1)
- South West Nova District Health Authority (#2)
- Annapolis Valley District Health Authority (#3)
- Colchester East Hants Health Authority (#4)
- Cumberland Health Authority (#5)
- Pictou County Health Authority (#6)
- Guysborough Antigonish Strait Health Authority (#7)
- Cape Breton District Health Authority (#8)

ARTICLE 32 - STAFF DEVELOPMENT

32.01 **Position Description**

During the term of this Agreement the Employer shall provide each Employee with a written position description.

32.02 All revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

ARTICLE 33 - DEFERRED SALARY PLAN

33.01 The terms of the Deferred Salary Leave Plan are detailed in Appendix "B". This provision is not applicable to a Casual Employee.

ARTICLE 34 - WORKLOAD

34.01 The Employer agrees to make every effort to maintain or improve safe standards of patient care.

34.02 (a) An Employee who believes that adequate and safe care of patients cannot be provided because of that Employee's workload, shall bring the matter to the attention of the Immediate Supervisor/Designate, and if the matter is not satisfactorily resolved, the Employee may file a written report which is attached at Appendix "F" which shall be submitted to the Employer for the Employer's comments. After full completion, the form shall be distributed to the listed Parties.

- (b) Failing resolution of the complaint by the Employer, the Employee may then refer the matter to the Bargaining Unit Labour Management Committee as set out in Article 9.
- (c) The Labour Management Committee shall meet as soon as possible to hear and attempt to resolve the complaint to the satisfaction of both Parties.
- (d) Where the matter is not satisfactorily resolved under Article 34.02 (c) above, a report with a recommendation shall be forwarded by the Labour Management Committee to the Employer's senior management team which shall provide a written response as quickly as possible.

ARTICLE 35 - LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

35.01 Letters of Agreement and Memoranda of Agreement that are in effect, are detailed in Appendix "G" and Appendix "H".

ARTICLE 36 - TERM OF AGREEMENT

≈ 36.01 This Agreement shall remain in full force and effect until October 31, 2014, and shall be renewed automatically from year-to-year unless one of the parties gives the other party, within ninety (90) days before expiration date of this Agreement, notice of its intention to terminate or seek amendments to this Agreement. Within ten (10) calendar days after receipt of such notice both parties shall communicate for the purpose of establishing dates for negotiations.

36.02 **Retroactivity**
Retroactivity shall only apply to provisions of the salary adjustment in Appendix "A", annexed hereto.

The Employer endeavours to compute and pay the salary adjustments for each Employee as expeditiously as reasonably possible but not later than 90 days following the date of ratification. Otherwise the provisions become effective on the date of signing of this Agreement.

≈ 36.03 The Employer shall send a registered mail letter to the last known address of each Employee who left the employ of the Employer between November 1, 2011 and the date of signing the renewal Collective Agreement advising such Employees of their right to apply to the Employer for all retroactive pay to which they are entitled to under the terms of the renewed Collective Agreement. Such an application must be made within thirty (30) days of the date of the registered mail letter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 15th day of November, 2012.

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES:

Deanne Fitterberg

John Deane

Basit

J May

Jenna Moore

Beverly Strach

Jeanne Smith

Proctor

FOR THE EMPLOYER:

COLCHESTER EAST
HANTS HEALTH AUTHORITY

Mark

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 15th day of November, 2012.

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES:**

FOR THE EMPLOYER:

**CUMBERLAND
HEALTH AUTHORITY**

Deanne Fritterberg

Debbie Sellons

John Deveau

Barrett

J. May

Frank Moore

Bruce Strach

James Smith

Whorner

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 15th day of November 2012.

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES:

FOR THE EMPLOYER:

PICTOU COUNTY HEALTH AUTHORITY

Deanne Fittlerberg

John Deveson

Barbara

Jim

Linda Moore

Buffy Stumpf

Jeanne Love

Heaven

[Signature]

[Signature]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by the hand of their duly authorized officers, this 15th day of November, 2012.

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES

Deanne Fetherberg

John Deven

Basnett

J May

Linda Moore

Beverly Stark

Joanne Smith

Whorrell

FOR THE EMPLOYER:

GUYSBOROUGH ANTIGONISH
STRAIT HEALTH AUTHORITY

Liz Mellett

M. Macdonald

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 15th day of November, 2012.

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES:**

Deanne Fitterberg

John Deveau

Buckell

Jim

Linda Meade

Beverly Sturdy

Jeanne Smith

Horvath

FOR THE EMPLOYER:

**CAPE BRETON DISTRICT
HEALTH AUTHORITY**

James

**≈APPENDIX “A”
FINANCIAL SETTLEMENT**

CLERICAL Bargaining Unit

Three (3) year term from November 1, 2011 to October 31, 2014.

Wages

Economic Increase as follows:

November 1, 2011	2.0%
November 1, 2012	2.5%
November 1, 2013	3.0%

Classification Issues

The Employers acknowledge that Article 3.03 can be utilized to examine any bargaining unit classification, including the two identified by the Union:

Medical Transcriptionist

Resource Facilitator

**COLCHESTER EAST HANTS
HEALTH AUTHORITY**

AND

CUPE LOCAL 2525

- WAGE APPENDIX -

**COLCHESTER EAST HANTS HEALTH AUTHORITY (#4)
CUPE CLERICAL BARGAINING UNIT
WAGE APPENDIX 'A'**

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL1	Oct. 31-11	17.3985	17.7913	18.1859	18.5812	18.9739		
Admitting Clerk	Expired rate	\$31,665	\$32,380	\$33,098	\$33,818	\$34,532		
Ambulatory Care Clerk								
Booking Clerk I	Nov.01-11	17.7465	18.1471	18.5496	18.9528	19.3534		
Equipment Operator		\$32,299	\$33,028	\$33,760	\$34,494	\$35,223		
Health Records Clerk								
General Office Clerk	Nov.01-12	18.1901	18.6008	19.0134	19.4266	19.8372		
Lab Clerk		\$33,106	\$33,853	\$34,604	\$35,356	\$36,104		
Mental Health Clerk I								
Radiology Clerk	Nov. 01-13	18.7358	19.1588	19.5838	20.0094	20.4323		
Ward Clerk I		\$34,099	\$34,869	\$35,642	\$36,417	\$37,187		
CL3	Oct. 31-11	17.4726	17.9960	18.5207	19.0428	20.4021	21.0965	21.7902
Resource Facilitator	Expired rate	\$31,800	\$32,753	\$33,708	\$34,658	\$37,132	\$38,396	\$39,658
	Nov.01-11	17.8221	18.3559	18.8911	19.4237	20.8101	21.5184	22.2260
		\$32,436	\$33,408	\$34,382	\$35,351	\$37,874	\$39,164	\$40,451
	Nov.01-12	18.2676	18.8148	19.3634	19.9092	21.3304	22.0564	22.7817
		\$33,247	\$34,243	\$35,241	\$36,235	\$38,821	\$40,143	\$41,463
	Nov. 01-13	18.8156	19.3793	19.9443	20.5065	21.9703	22.7181	23.4651
		\$34,244	\$35,270	\$36,299	\$37,322	\$39,986	\$41,347	\$42,706

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL6	Oct. 31-11	17.8350	18.2639	18.8225	19.3817	19.9416		
Ward Clerk II	Expired rate	\$32,460	\$33,240	\$34,257	\$35,275	\$36,294		
	Nov.01-11	18.1917	18.6292	19.1990	19.7693	20.3404		
		\$33,109	\$33,905	\$34,942	\$35,980	\$37,020		
	Nov.01-12	18.6465	19.0949	19.6789	20.2636	20.8489		
		\$33,937	\$34,753	\$35,816	\$36,880	\$37,945		
	Nov. 01-13	19.2059	19.6678	20.2693	20.8715	21.4744		
		\$34,955	\$35,795	\$36,890	\$37,986	\$39,083		
CL7	Oct. 31-11	18.8229	19.3816	19.9421	20.5001	21.0600		
Accounting Clerk	Expired rate	\$34,258	\$35,274	\$36,295	\$37,310	\$38,329		
Bed Utilization Clerk								
Booking Clerk II	Nov.01-11	19.1994	19.7692	20.3409	20.9101	21.4812		
Breast Screening Clerk		\$34,943	\$35,980	\$37,021	\$38,056	\$39,096		
ER Billing Clerk								
Mental Health Clerk II	Nov.01-12	19.6793	20.2635	20.8495	21.4329	22.0182		
Multi-Task Clerk		\$35,816	\$36,880	\$37,946	\$39,008	\$40,073		
OR Booking Officer								
OR/DEC Ward Clerk III	Nov. 01-13	20.2697	20.8714	21.4749	22.0758	22.6788		
Secretary II		\$36,891	\$37,986	\$39,084	\$40,178	\$41,275		
Ward Clerk III								

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL8 Medical Transcriptionist	Oct. 31-11	17.5421	17.9318	18.3217	18.9064	19.4911		
	Expired rate	\$31,927	\$32,636	\$33,345	\$34,410	\$35,474		
	Nov.01-11	17.8929	18.2904	18.6881	19.2845	19.8809		
		\$32,565	\$33,289	\$34,012	\$35,098	\$36,183		
	Nov.01-12	18.3403	18.7477	19.1553	19.7666	20.3779		
		\$33,379	\$34,121	\$34,863	\$35,975	\$37,088		
	Nov. 01-13	18.8905	19.3101	19.7300	20.3596	20.9893		
		\$34,381	\$35,144	\$35,909	\$37,055	\$38,200		
CL9 ER Physician Assistant	Oct. 31-11	19.9416	20.5008	21.0601	21.6193	22.1785		
	Expired rate	\$36,294	\$37,312	\$38,329	\$39,347	\$40,365		
	Nov.01-11	20.3404	20.9108	21.4813	22.0517	22.6221		
		\$37,020	\$38,058	\$39,096	\$40,134	\$41,172		
	Nov.01-12	20.8489	21.4336	22.0183	22.6030	23.1876		
		\$37,945	\$39,009	\$40,073	\$41,137	\$42,201		
	Nov. 01-13	21.4744	22.0766	22.6789	23.2811	23.8833		
		\$39,083	\$40,179	\$41,276	\$42,372	\$43,468		

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL13 Payroll Clerk	Oct. 31-11	21.6193	22.1785	22.8510	23.3518	23.9123		
	Expired rate	\$39,347	\$40,365	\$41,589	\$42,500	\$43,520		
	Nov.01-11	22.0517	22.6221	23.3080	23.8188	24.3905		
		\$40,134	\$41,172	\$42,421	\$43,350	\$44,391		
	Nov.01-12	22.6030	23.1876	23.8907	24.4143	25.0003		
		\$41,137	\$42,201	\$43,481	\$44,434	\$45,501		
	Nov. 01-13	23.2811	23.8833	24.6074	25.1467	25.7503		
		\$42,372	\$43,468	\$44,786	\$45,767	\$46,866		

CUMBERLAND HEALTH AUTHORITY

AND

CUPE LOCAL 2525

- WAGE APPENDIX -

**CUMBERLAND HEALTH AUTHORITY #5
CUPE CLERICAL BARGAINING UNIT
WAGE APPENDIX 'A'**

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL1	Oct. 31-11	17.3985	17.7913	18.1859	18.5812	18.9739		
Admitting Clerk II	Expired rate	\$31,665	\$32,380	\$33,098	\$33,818	\$34,532		
Booking Clerk 1								
Clerk I	Nov.01-11	17.7465	18.1471	18.5496	18.9528	19.3534		
Equipment Operator I		\$32,299	\$33,028	\$33,760	\$34,494	\$35,223		
Finance Assistant								
Health Records Clerk	Nov.01-12	18.1901	18.6008	19.0134	19.4266	19.8372		
Health Records/Office Clerk		\$33,106	\$33,853	\$34,604	\$35,356	\$36,104		
Lab Clerk								
Mental Health Clerk I	Nov. 01-13	18.7358	19.1588	19.5838	20.0094	20.4323		
Radiology Clerk		\$34,099	\$34,869	\$35,642	\$36,417	\$37,187		
Registration Clerk								
Ward Clerk I								
CL2	Oct. 31-11	17.4041	17.8257	18.1939	18.5873	18.9813		
Secretary I	Expired rate	\$31,675	\$32,443	\$33,113	\$33,829	\$34,546		
Telehealth Coordinator								
	Nov.01-11	17.7522	18.1822	18.5578	18.9590	19.3609		
		\$32,309	\$33,092	\$33,775	\$34,505	\$35,237		
	Nov.01-12	18.1960	18.6368	19.0217	19.4330	19.8449		
		\$33,117	\$33,919	\$34,620	\$35,368	\$36,118		
	Nov. 01-13	18.7419	19.1959	19.5924	20.0160	20.4403		
		\$34,110	\$34,936	\$35,658	\$36,429	\$37,201		

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL3 Resource Facilitator	Oct. 31-11	17.4726	17.9960	18.5207	19.0428	20.4021	21.0965	21.7902
	Expired rate	\$31,800	\$32,753	\$33,708	\$34,658	\$37,132	\$38,396	\$39,658
	Nov.01-11	17.8221	18.3559	18.8911	19.4237	20.8101	21.5184	22.2260
		\$32,436	\$33,408	\$34,382	\$35,351	\$37,874	\$39,164	\$40,451
	Nov.01-12	18.2676	18.8148	19.3634	19.9092	21.3304	22.0564	22.7817
		\$33,247	\$34,243	\$35,241	\$36,235	\$38,821	\$40,143	\$41,463
	Nov. 01-13	18.8156	19.3793	19.9443	20.5065	21.9703	22.7181	23.4651
		\$34,244	\$35,270	\$36,299	\$37,322	\$39,986	\$41,347	\$42,706
CL6 Health Records/Office Clerk	Oct. 31-11	17.8350	18.2639	18.8225	19.3817	19.9416		
	Expired rate	\$32,460	\$33,240	\$34,257	\$35,275	\$36,294		
	Nov.01-11	18.1917	18.6292	19.1990	19.7693	20.3404		
		\$33,109	\$33,905	\$34,942	\$35,980	\$37,020		
	Nov.01-12	18.6465	19.0949	19.6789	20.2636	20.8489		
		\$33,937	\$34,753	\$35,816	\$36,880	\$37,945		
	Nov. 01-13	19.2059	19.6678	20.2693	20.8715	21.4744		
		\$34,955	\$35,795	\$36,890	\$37,986	\$39,083		

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL7 Accounting Clerk Bed Utilization Clerk Equipment Operator II Multitask Clerk Secretary II Staffing Clerk Ward Clerk III	Oct. 31-11	18.8229	19.3816	19.9421	20.5001	21.0600		
	Expired rate	\$34,258	\$35,274	\$36,295	\$37,310	\$38,329		
	Nov.01-11	19.1994	19.7692	20.3409	20.9101	21.4812		
		\$34,943	\$35,980	\$37,021	\$38,056	\$39,096		
	Nov.01-12	19.6793	20.2635	20.8495	21.4329	22.0182		
		\$35,816	\$36,880	\$37,946	\$39,008	\$40,073		
	Nov. 01-13	20.2697	20.8714	21.4749	22.0758	22.6788		
		\$36,891	\$37,986	\$39,084	\$40,178	\$41,275		
CL8 Transcriptionist	Oct. 31-11	17.5421	17.9318	18.3217	18.9064	19.4911		
	Expired rate	\$31,927	\$32,636	\$33,345	\$34,410	\$35,474		
	Nov.01-11	17.8929	18.2904	18.6881	19.2845	19.8809		
		\$32,565	\$33,289	\$34,012	\$35,098	\$36,183		
	Nov.01-12	18.3403	18.7477	19.1553	19.7666	20.3779		
		\$33,379	\$34,121	\$34,863	\$35,975	\$37,088		
	Nov. 01-13	18.8905	19.3101	19.7300	20.3596	20.9893		
		\$34,381	\$35,144	\$35,909	\$37,055	\$38,200		

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
CL13 Payroll Clerk	Oct. 31-11	21.6193	22.1785	22.8510	23.3518	23.9123		
	Expired rate	\$39,347	\$40,365	\$41,589	\$42,500	\$43,520		
	Nov.01-11	22.0517	22.6221	23.3080	23.8188	24.3905		
		\$40,134	\$41,172	\$42,421	\$43,350	\$44,391		
	Nov.01-12	22.6030	23.1876	23.8907	24.4143	25.0003		
		\$41,137	\$42,201	\$43,481	\$44,434	\$45,501		
	Nov. 01-13	23.2811	23.8833	24.6074	25.1467	25.7503		
		\$42,372	\$43,468	\$44,786	\$45,767	\$46,866		

PICTOU COUNTY HEALTH AUTHORITY

AND

CUPE LOCAL 2525

- WAGE APPENDIX -

**PICTOU COUNTY HEALTH AUTHORITY #6
CUPE CLERICAL BARGAINING UNIT
WAGE APPENDIX 'A'**

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL1	Oct. 31-11	17.3985	17.7913	18.1859	18.5812	18.9739
Admitting Clerk	Expired rate	\$31,665	\$32,380	\$33,098	\$33,818	\$34,532
Equipment Operator						
E.R. Registration Clerk	Nov.01-11	17.7465	18.1471	18.5496	18.9528	19.3534
Health Records Clerk		\$32,299	\$33,028	\$33,760	\$34,494	\$35,223
Lab Clerk						
Radiology Clerk	Nov.01-12	18.1901	18.6008	19.0134	19.4266	19.8372
Ward Clerk I		\$33,106	\$33,853	\$34,604	\$35,356	\$36,104
	Nov. 01-13	18.7358	19.1588	19.5838	20.0094	20.4323
		\$34,099	\$34,869	\$35,642	\$36,417	\$37,187
CL2	Oct. 31-11	17.4041	17.8257	18.1939	18.5873	18.9813
Secretary I	Expired rate	\$31,675	\$32,443	\$33,113	\$33,829	\$34,546
	Nov.01-11	17.7522	18.1822	18.5578	18.9590	19.3609
		\$32,309	\$33,092	\$33,775	\$34,505	\$35,237
	Nov.01-12	18.1960	18.6368	19.0217	19.4330	19.8449
		\$33,117	\$33,919	\$34,620	\$35,368	\$36,118
	Nov. 01-13	18.7419	19.1959	19.5924	20.0160	20.4403
		\$34,110	\$34,936	\$35,658	\$36,429	\$37,201

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL6 Ward Clerk II	Oct. 31-11	17.8350	18.2639	18.8225	19.3817	19.9416
	Expired rate	\$32,460	\$33,240	\$34,257	\$35,275	\$36,294
	Nov.01-11	18.1917	18.6292	19.1990	19.7693	20.3404
		\$33,109	\$33,905	\$34,942	\$35,980	\$37,020
	Nov.01-12	18.6465	19.0949	19.6789	20.2636	20.8489
		\$33,937	\$34,753	\$35,816	\$36,880	\$37,945
	Nov. 01-13	19.2059	19.6678	20.2693	20.8715	21.4744
		\$34,955	\$35,795	\$36,890	\$37,986	\$39,083
CL7 Accounting Clerk Bed Utilization Clerk Breast Screening Clerk Multitask Clerk Scheduling Clerk Secretary II Ward Clerk III	Oct. 31-11	18.8229	19.3816	19.9421	20.5001	21.0600
	Expired rate	\$34,258	\$35,274	\$36,295	\$37,310	\$38,329
	Nov.01-11	19.1994	19.7692	20.3409	20.9101	21.4812
		\$34,943	\$35,980	\$37,021	\$38,056	\$39,096
	Nov.01-12	19.6793	20.2635	20.8495	21.4329	22.0182
	\$35,816	\$36,880	\$37,946	\$39,008	\$40,073	
	Nov. 01-13	20.2697	20.8714	21.4749	22.0758	22.6788
		\$36,891	\$37,986	\$39,084	\$40,178	\$41,275

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL8 Medical Transcriptionist	Oct. 31-11	17.5421	17.9318	18.3217	18.9064	19.4911
	Expired rate	\$31,927	\$32,636	\$33,345	\$34,410	\$35,474
	Nov.01-11	17.8929	18.2904	18.6881	19.2845	19.8809
		\$32,565	\$33,289	\$34,012	\$35,098	\$36,183
	Nov.01-12	18.3403	18.7477	19.1553	19.7666	20.3779
		\$33,379	\$34,121	\$34,863	\$35,975	\$37,088
	Nov. 01-13	18.8905	19.3101	19.7300	20.3596	20.9893
		\$34,381	\$35,144	\$35,909	\$37,055	\$38,200
CL13 Payroll Clerk	Oct. 31-11	21.6193	22.1785	22.8510	23.3518	23.9123
	Expired rate	\$39,347	\$40,365	\$41,589	\$42,500	\$43,520
	Nov.01-11	22.0517	22.6221	23.3080	23.8188	24.3905
		\$40,134	\$41,172	\$42,421	\$43,350	\$44,391
	Nov.01-12	22.6030	23.1876	23.8907	24.4143	25.0003
		\$41,137	\$42,201	\$43,481	\$44,434	\$45,501
	Nov. 01-13	23.2811	23.8833	24.6074	25.1467	25.7503
		\$42,372	\$43,468	\$44,786	\$45,767	\$46,866

**GUYSBOROUGH ANTIGONISH STRAIT
HEALTH AUTHORITY**

AND

CUPE LOCAL 2525

- WAGE APPENDIX -

**GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY #7
CUPE CLERICAL BARGAINING UNIT
WAGE APPENDIX 'A'**

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL1	Oct. 31-11	17.3985	17.7913	18.1859	18.5812	18.9739
Admitting Clerk II	Expired rate	\$31,665	\$32,380	\$33,098	\$33,818	\$34,532
Clerk II						
Equipment Operator II	Nov.01-11	17.7465	18.1471	18.5496	18.9528	19.3534
Health Records Clerk II		\$32,299	\$33,028	\$33,760	\$34,494	\$35,223
Radiology Clerk II						
Ward Clerk II	Nov.01-12	18.1901	18.6008	19.0134	19.4266	19.8372
		\$33,106	\$33,853	\$34,604	\$35,356	\$36,104
	Nov. 01-13	18.7358	19.1588	19.5838	20.0094	20.4323
		\$34,099	\$34,869	\$35,642	\$36,417	\$37,187
CL2	Oct. 31-11	17.4041	17.8257	18.1939	18.5873	18.9813
Medical Secretary I	Expired rate	\$31,675	\$32,443	\$33,113	\$33,829	\$34,546
Secretary I						
Stenographer II	Nov.01-11	17.7522	18.1822	18.5578	18.9590	19.3609
Stenographer		\$32,309	\$33,092	\$33,775	\$34,505	\$35,237
	Nov.01-12	18.1960	18.6368	19.0217	19.4330	19.8449
		\$33,117	\$33,919	\$34,620	\$35,368	\$36,118
	Nov. 01-13	18.7419	19.1959	19.5924	20.0160	20.4403
		\$34,110	\$34,936	\$35,658	\$36,429	\$37,201

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL7	Oct. 31-11	18.8229	19.3816	19.9421	20.5001	21.0600
Accounting Clerk II	Expired rate	\$34,258	\$35,274	\$36,295	\$37,310	\$38,329
Accounting Clerk III						
Accounts Payable Clerk III	Nov.01-11	19.1994	19.7692	20.3409	20.9101	21.4812
Account Receivable Clerk III		\$34,943	\$35,980	\$37,021	\$38,056	\$39,096
Administrative Secretary II						
Diabetic Clerk III	Nov.01-12	19.6793	20.2635	20.8495	21.4329	22.0182
Dietary Clerk III		\$35,816	\$36,880	\$37,946	\$39,008	\$40,073
Medical Secretary II						
Oncology Assistant	Nov. 01-13	20.2697	20.8714	21.4749	22.0758	22.6788
OR Booking Officer		\$36,891	\$37,986	\$39,084	\$40,178	\$41,275
OR Clerk						
Palliative Care Assistant						
PHC Assistant						
Secretary II						
Staffing Clerk III						
Equipment Operator (*if assigned)						
Patient Information Services Clerk						
Ward Clerk II						
Physio Clerk						

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL8 Medical Transcriptionist	Oct. 31-11	17.5421	17.9318	18.3217	18.9064	19.4911
	Expired rate	\$31,927	\$32,636	\$33,345	\$34,410	\$35,474
	Nov.01-11	17.8929	18.2904	18.6881	19.2845	19.8809
		\$32,565	\$33,289	\$34,012	\$35,098	\$36,183
	Nov.01-12	18.3403	18.7477	19.1553	19.7666	20.3779
		\$33,379	\$34,121	\$34,863	\$35,975	\$37,088
	Nov. 01-13	18.8905	19.3101	19.7300	20.3596	20.9893
		\$34,381	\$35,144	\$35,909	\$37,055	\$38,200
CL11 Buyer	Oct. 31-11	20.1011	20.7848	21.4685	22.3256	23.1910
	Expired rate	\$36,584	\$37,828	\$39,073	\$40,633	\$42,208
	Nov.01-11	20.5031	21.2005	21.8979	22.7721	23.6548
		\$37,316	\$38,585	\$39,854	\$41,445	\$43,052
	Nov.01-12	21.0157	21.7305	22.4453	23.3414	24.2462
		\$38,249	\$39,550	\$40,850	\$42,481	\$44,128
	Nov. 01-13	21.6462	22.3824	23.1187	24.0417	24.9736
		\$39,396	\$40,736	\$42,076	\$43,756	\$45,452

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL13 Admin. Coordinator, Primary Health Care Payroll Clerk	Oct. 31-11	21.6193	22.1785	22.8510	23.3518	23.9123
	Expired rate	\$39,347	\$40,365	\$41,589	\$42,500	\$43,520
	Nov.01-11	22.0517	22.6221	23.3080	23.8188	24.3905
		\$40,134	\$41,172	\$42,421	\$43,350	\$44,391
	Nov.01-12	22.6030	23.1876	23.8907	24.4143	25.0003
		\$41,137	\$42,201	\$43,481	\$44,434	\$45,501
	Nov. 01-13	23.2811	23.8833	24.6074	25.1467	25.7503
		\$42,372	\$43,468	\$44,786	\$45,767	\$46,866

**CAPE BRETON DISTRICT
HEALTH AUTHORITY**

AND

CUPE LOCAL 2431

- WAGE APPENDIX -

**CAPE BRETON DISTRICT HEALTH AUTHORITY #8
CUPE CLERICAL BARGAINING UNIT
WAGE APPENDIX 'A'**

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL1	Oct. 31-11	17.3985	17.7913	18.1859	18.5812	18.9739
Admitting Clerk II	Expired rate	\$31,665	\$32,380	\$33,098	\$33,818	\$34,532
Clerk Typist II						
Equipment Operator II	Nov.01-11	17.7465	18.1471	18.5496	18.9528	19.3534
File Clerk		\$32,299	\$33,028	\$33,760	\$34,494	\$35,223
Ward Clerk II						
	Nov.01-12	18.1901	18.6008	19.0134	19.4266	19.8372
		\$33,106	\$33,853	\$34,604	\$35,356	\$36,104
	Nov. 01-13	18.7358	19.1588	19.5838	20.0094	20.4323
		\$34,099	\$34,869	\$35,642	\$36,417	\$37,187
CL3	Oct. 31-11	17.4041	17.8257	18.1939	18.5873	18.9813
Medical Secretary	Expired rate	\$31,675	\$32,443	\$33,113	\$33,829	\$34,546
Secretary I						
Stenographer	Nov.01-11	17.7522	18.1822	18.5578	18.9590	19.3609
		\$32,309	\$33,092	\$33,775	\$34,505	\$35,237
	Nov.01-12	18.1960	18.6368	19.0217	19.4330	19.8449
		\$33,117	\$33,919	\$34,620	\$35,368	\$36,118
	Nov. 01-13	18.7419	19.1959	19.5924	20.0160	20.4403
		\$34,110	\$34,936	\$35,658	\$36,429	\$37,201

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL4 Clinical Dietetic Aide	Oct. 31-11	17.8464	18.2102	18.5817	18.9555	19.3426
	Expired rate	\$32,480	\$33,143	\$33,819	\$34,499	\$35,204
	Nov.01-11	18.2033	18.5744	18.9533	19.3346	19.7295
		\$33,130	\$33,805	\$34,495	\$35,189	\$35,908
	Nov.01-12	18.6584	19.0388	19.4272	19.8180	20.2227
		\$33,958	\$34,651	\$35,357	\$36,069	\$36,805
	Nov. 01-13	19.2182	19.6099	20.0100	20.4125	20.8294
		\$34,977	\$35,690	\$36,418	\$37,151	\$37,909
CL5 Stores Clerk Transportation Driver	Oct. 31-11	17.8194	18.2951	18.7714	19.5035	19.7253
	Expired rate	\$32,431	\$33,297	\$34,164	\$35,496	\$35,900
	Nov.01-11	18.1758	18.6610	19.1468	19.8936	20.1198
		\$33,080	\$33,963	\$34,847	\$36,206	\$36,618
	Nov.01-12	18.6302	19.1275	19.6255	20.3909	20.6228
		\$33,907	\$34,812	\$35,718	\$37,111	\$37,533
	Nov. 01-13	19.1891	19.7014	20.2143	21.0026	21.2415
		\$34,924	\$35,856	\$36,790	\$38,225	\$38,660

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL7	Oct. 31-11	18.8229	19.3816	19.9421	20.5001	21.0600
Accounting Clerk	Expired rate	\$34,258	\$35,274	\$36,295	\$37,310	\$38,329
Maintenance Planner						
OR Booking Officer	Nov.01-11	19.1994	19.7692	20.3409	20.9101	21.4812
Radiation Oncology/Referral Officer		\$34,943	\$35,980	\$37,021	\$38,056	\$39,096
Referral Officer						
Secretary II	Nov.01-12	19.6793	20.2635	20.8495	21.4329	22.0182
Staffing Clerk		\$35,816	\$36,880	\$37,946	\$39,008	\$40,073
	Nov. 01-13	20.2697	20.8714	21.4749	22.0758	22.6788
		\$36,891	\$37,986	\$39,084	\$40,178	\$41,275
CL 8	Oct. 31-11	17.5421	17.9318	18.3217	18.9064	19.4911
Medical Dictatypist	Expired rate	\$31,927	\$32,636	\$33,345	\$34,410	\$35,474
	Nov.01-11	17.8929	18.2904	18.6881	19.2845	19.8809
		\$32,565	\$33,289	\$34,012	\$35,098	\$36,183
	Nov.01-12	18.3403	18.7477	19.1553	19.7666	20.3779
		\$33,379	\$34,121	\$34,863	\$35,975	\$37,088
	Nov. 01-13	18.8905	19.3101	19.7300	20.3596	20.9893
		\$34,381	\$35,144	\$35,909	\$37,055	\$38,200

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL9 Information Co-ordinator	Oct. 31-11	20.3889	20.9476	21.5081	22.0661	22.6266
	Expired rate	\$37,108	\$38,125	\$39,145	\$40,160	\$41,181
	Nov.01-11	20.7967	21.3666	21.9383	22.5074	23.0791
		\$37,850	\$38,887	\$39,928	\$40,964	\$42,004
CL11 Buyer Non Stock Buyer Operating Room	Nov.01-12	21.3166	21.9007	22.4867	23.0701	23.6561
		\$38,796	\$39,859	\$40,926	\$41,988	\$43,054
	Nov. 01-13	21.9561	22.5577	23.1613	23.7622	24.3658
		\$39,960	\$41,055	\$42,154	\$43,247	\$44,346
CL11 Buyer Non Stock Buyer Operating Room	Oct. 31-11	20.1011	20.7848	21.4685	22.3256	23.1910
	Expired rate	\$36,584	\$37,828	\$39,073	\$40,633	\$42,208
	Nov.01-11	20.5031	21.2005	21.8979	22.7721	23.6548
		\$37,316	\$38,585	\$39,854	\$41,445	\$43,052
CL11 Buyer Non Stock Buyer Operating Room	Nov.01-12	21.0157	21.7305	22.4453	23.3414	24.2462
		\$38,249	\$39,550	\$40,850	\$42,481	\$44,128
	Nov. 01-13	21.6462	22.3824	23.1187	24.0417	24.9736
		\$39,396	\$40,736	\$42,076	\$43,756	\$45,452

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
CL13	Oct. 31-11	21.6193	22.1785	22.8510	23.3518	23.9123
Payroll Clerk	Expired rate	\$39,347	\$40,365	\$41,589	\$42,500	\$43,520
Benefits/Payroll Clerk						
Payroll Educator	Nov.01-11	22.0517	22.6221	23.3080	23.8188	24.3905
Bar/MIS Specialist		\$40,134	\$41,172	\$42,421	\$43,350	\$44,391
	Nov.01-12	22.6030	23.1876	23.8907	24.4143	25.0003
		\$41,137	\$42,201	\$43,481	\$44,434	\$45,501
	Nov. 01-13	23.2811	23.8833	24.6074	25.1467	25.7503
		\$42,372	\$43,468	\$44,786	\$45,767	\$46,866
CL15	Oct. 31-11	24.3742	24.9290	25.4870	26.0469	27.3491
Mat. Management Supervisor	Expired rate	\$44,361	\$45,371	\$46,386	\$47,405	\$49,775
Payroll Supervisor						
Salary Admin Coordinator	Nov.01-11	24.8617	25.4276	25.9967	26.5678	27.8961
Telecommunications Coordinator		\$45,248	\$46,278	\$47,314	\$48,353	\$50,771
	Nov.01-12	25.4832	26.0633	26.6467	27.2320	28.5935
		\$46,379	\$47,435	\$48,497	\$49,562	\$52,040
	Nov. 01-13	26.2477	26.8452	27.4461	28.0490	29.4513
		\$47,771	\$48,858	\$49,952	\$51,049	\$53,601

	Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Team Leader II Health Records	Oct. 31-11	18.5576	18.9509	19.3474	19.7408	20.1348
	Expired rate	\$33,775	\$34,491	\$35,212	\$35,928	\$36,645
	Nov.01-11	18.9288	19.3299	19.7343	20.1356	20.5375
		\$34,450	\$35,180	\$35,917	\$36,647	\$37,378
	Nov.01-12	19.4020	19.8132	20.2277	20.6390	21.0509
		\$35,312	\$36,060	\$36,814	\$37,563	\$38,313
	Nov. 01-13	19.9840	20.4076	20.8345	21.2582	21.6825
		\$36,371	\$37,142	\$37,919	\$38,690	\$39,462
Secretary II Team Leader	Oct. 31-11	19.9764	20.5351	21.0956	21.6536	22.2135
	Expired rate	\$36,357	\$37,374	\$38,394	\$39,410	\$40,429
	Nov.01-11	20.3759	20.9458	21.5175	22.0867	22.6578
		\$37,084	\$38,121	\$39,162	\$40,198	\$41,237
	Nov.01-12	20.8853	21.4694	22.0554	22.6388	23.2242
		\$38,011	\$39,074	\$40,141	\$41,203	\$42,268
	Nov. 01-13	21.5119	22.1135	22.7171	23.3180	23.9209
		\$39,152	\$40,247	\$41,345	\$42,439	\$43,536

APPENDIX “B”

DEFERRED SALARY LEAVE PLAN

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 CUPE 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 the 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 setout 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 "C"

LEGAL SUPPORT FOR EMPLOYEES

A) **Allegations of Negligence**

The Employer shall provide legal support to:

- i) All Employees who are witnesses or potential witnesses in any legal action which is based on a claim that a patient suffered harm as a result of negligent treatment received at the District Health Authority; and
- ii) Employees who are named parties (defendants) in a legal action based on a claim that a patient suffered harm as a result of negligent treatment received at the District Health Authority, so long as the Employee was acting without criminal intent.

B) **Other Legal Matters Arising from Employment**

In addition, legal support to Employees may be provided in certain other circumstances where the Employee has become involved in a legal matter as a result of his/her employment at the District Health Authority. The decision as to whether to provide legal support in such circumstances, and the extent of such support, will be determined by the Employer on a case by case basis.

PROCEDURE

1. All subpoenas and legal notices for Employees of the District Health Authority are to be handled by a person(s) designated for this purpose by the Employer. Process servers serving subpoenas and notices should be directed to such person(s).
2. Any Employee who:
 - a. has been contacted by a lawyer about a negligence claim, or has been personally served with a subpoena or an originating notice/action (documents commencing a law suit) is requested to notify his/her Supervisor/Manager and to contact the person designated who will communicate appropriately with the Employee/Management and coordinate contact with legal counsel, as he/she deems appropriate.
 - b. has a request for the provision of legal support as outlined in Section B above must contact the person(s) designated who will determine whether legal support will be provided and the level of such support.
3. Employees are free to obtain his/her own legal counsel, but will do so at his/her own expense.

4. The District Health Authority has an insurance policy which insures Employees against damages arising from negligence which causes a patient bodily injury, sickness/disease or death so long as the Employee was acting within the scope of his/her employment.
5. If an Employee is required to pay a monetary amount or judgment to any other party because of:
 - a. a patient suffering injury as the result of an Employee acting beyond the scope of his/her employment or with criminal intent; or
 - b. the outcome of a legal matter arising from employment as outlined in Section B above.

This Appendix "C" shall not constitute an obligation on the part of the Employer to pay such monetary amount or judgment on behalf of the Employee, or to reimburse the Employee for payment of same, even if legal support was provided to the Employee.

APPENDIX "D"

PART-TIME EMPLOYEES - AVAILABILITY FORM

Article 17.04(b) - CUPE Collective Agreement

Name: _____ Dept/Program: _____

Position: _____ Site: _____

Article 17.04 (b) requires each Regular Part-Time Employee to indicate his/her availability and willingness to perform extra shifts for the Employer. **Please complete the following and enter the number of additional hours where applicable.**

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

B. _____ I am willing and available to work _____ additional scheduled hours (**extra shifts**) per pay period in my department or work area.

The extent of my availability for additional shifts (extra shifts) is : _____
Total Regular scheduled Hours plus Available Hours _____.

C. _____ I am not available to work additional scheduled hours (**extra shifts**) beyond those posted on the regular schedule (**Box A and B**)

D. _____ After the posted schedule, I am available for casual (**relief**) shifts

If you are interested in working relief shifts but you have restrictions on your availability, please discuss these restrictions with your Manager who will determine whether the Employer will accommodate these restrictions.

I understand my Employer can assign me to work the hours set out in Sections A, B, & D at straight time rates except where overtime is required as per Article 17.04 (a).

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

Changes to availability will not be abused.

Employee

Date

Employer

Date

APPENDIX "E"

CUPE LAID-OFF EMPLOYEE AVAILABILITY FORM

NAME: _____ DATE: _____

(a) Prior to lay off, I was working at _____, site(s).

(b) Prior to lay off, I was working in _____, department(s).

(c) Prior to lay off, my designation as a percentage of Full-Time hours was ____%.

(d) I am interested in being recalled to a Regular Position. YES _____ NO _____

If yes, other than my previous work site(s), I would accept recall to a position at:

Name sites _____.

(e) Other than recall to a Regular Position, I am interested in working additional shifts (which may include a Temporary Position, extra shifts, relief shifts and required shifts).

YES _____ NO _____

If yes, I may be assigned to work up to my (prior to lay off) designation as a percentage of Full-Time hours (and have priority for extra shifts due to lay off status).

(f) I am interested in working beyond my prior to lay off designation as a percentage of Full-Time hours).

YES _____ NO _____

If yes, I am interested in working _____% (as a percentage of Full-Time hours) and shall be treated as a Part-Time Employee for the purposes of Articles 17.04 and 17.05, inclusive.

Once submitted, the Employer is entitled to rely on the Laid-off Employee Availability Form until a new form is implemented according to the following process. A Laid-off Employee is permitted to submit a revised Laid-off Employee Availability Form indicating availability by March 1st (for April to June); by June 1st (for July to September); by September 1st (for October to December); and by December 1st (for January to March). A revised Laid-off Employee Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.

Employee

Date

Employer

Date

APPENDIX "F"

WORKLOAD SITUATION REPORT

EMPLOYER NAME: _____

SITE: _____

(1) NAME: _____ DATE: (YYYY/MM/DD): _____

UNIT / DEPT: _____ SHIFT/TIME OF OCCURRENCE: _____

(2) STAFFING (NUMBERS)

SCHEDULED:

THIS SHIFT:

(3) Describe workload situation as you saw it:

(4) Name of Manager/Supervisor/Designate Contacted: _____

Time Contacted: _____

(5) Describe action/response given by Manager/Supervisor/Designate:

(6) Describe your response: _____

(7) What other options might have been considered:

Date: (YYYY/MM/DD) & Time of Submission

Signature

Copies to:

Union or Employer Chairs or Labour Management Committee

≈LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

The copies of Letters of Agreement and Memoranda of Agreement found in this section apply to an individual Employer and their respective Local Union as outlined in the following list. The signed Letters of Agreement and Memoranda of Agreement exist with the individual Employers and their respective Local Union. The copies found here are provided for reference only.

APPENDIX “G” Letters of Agreement and Memoranda of Agreement

MEMORANDUM OF AGREEMENT #1 Market-based Adjustments
MEMORANDUM OF AGREEMENT #2 LTD Plan Termination Contingency
MEMORANDUM OF AGREEMENT #3 Provincial Group Benefits Committee
MEMORANDUM OF AGREEMENT #4 Transfer Memorandum of Agreement
MEMORANDUM OF AGREEMENT #5 Provincial Redeployment Committee

**APPENDIX “H” (DHA SPECIFIC)
Letters of Agreement and Memoranda of Agreement**

**COLCHESTER EAST HANTS HEALTH AUTHORITY
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525**

MEMORANDUM OF AGREEMENT #1 Temporary Job Sharing
MEMORANDUM OF AGREEMENT #2 Meal Breaks
MEMORANDUM OF AGREEMENT #3 Job Selection
MEMORANDUM OF AGREEMENT #4 Employees With Same Seniority Date

**CUMBERLAND HEALTH AUTHORITY
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525**

MEMORANDUM OF AGREEMENT #1 Temporary Job Sharing
MEMORANDUM OF AGREEMENT #2 Meal Breaks
MEMORANDUM OF AGREEMENT #3 Job Selection
MEMORANDUM OF AGREEMENT #4 Relative Seniority Among Permanent Employees
MEMORANDUM OF AGREEMENT #5 Employees Working During A Leave of Absence

**PICTOU COUNTY HEALTH AUTHORITY
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525**

MEMORANDUM OF AGREEMENT #1 Temporary Job Sharing
MEMORANDUM OF AGREEMENT #2 Job Selection

**GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525**

MEMORANDUM OF AGREEMENT #1 Temporary Job Sharing
MEMORANDUM OF AGREEMENT #2 Meal Breaks
MEMORANDUM OF AGREEMENT #3 Job Selection

**CAPE BRETON DISTRICT HEALTH AUTHORITY
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2431**

MEMORANDUM OF AGREEMENT #1 Christmas Eve
MEMORANDUM OF AGREEMENT #2 Increment Recognition Upon Reclassification
MEMORANDUM OF AGREEMENT #3 Anniversary Date - Reclassification and
Increments
LETTER OF UNDERSTANDING #4 Scheduling – Health Records Department
(Cape Breton Regional Hospital)

APPENDIX “G”

Letters of Agreement and Memoranda of Agreement

The following as attached, represents the Letters of Agreement and Memoranda of Agreement as referenced at Article 35.

MEMORANDUM OF AGREEMENT #1

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 CUPE 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.

MEMORANDUM OF AGREEMENT #2

LTD Plan Termination Contingency

BETWEEN:

COLCHESTER EAST HANTS HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

CUMBERLAND HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

PICTOU COUNTY HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY AND CUPE LOCAL 2525

OR

CAPE BRETON DISTRICT HEALTH AUTHORITY AND CUPE LOCAL 2431

The Employer and the Union agree that should the LTD Program be terminated, for any reason, the parties agree to negotiate the terms of a replacement plan, and failing agreement on the terms of a replacement plan, agree to reinstate those terms and conditions of employment which existed immediately prior to the **LTD Program coming into effect**. For example sick leave accrual would revert to two and one-half (2½) days per month and total accrual would revert to three hundred (300) days if Employees were entitled to such levels of benefit immediately prior to the **LTD Program coming into effect**. The job protection features for LTD claimants would be deleted as well as any other changes to the Collective Agreement which were incorporated as part of the Agreement to adopt an LTD Program.

MEMORANDUM OF AGREEMENT #3

Provincial Group Benefits Committee

A Provincial Group Benefits Committee will continue to provide advice and make recommendations regarding the group benefit plan administered by HANS (this does not include the LTD plan). The committee shall be comprised of representatives of 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 HANS Group Benefits Solutions 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.

The Provincial Group Benefits Committee shall operate in accordance with its terms of reference which shall include a process to be used to resolve issues which cannot be resolved through consensus among 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.

≈MEMORANDUM OF AGREEMENT #4

Transfer Memorandum of Agreement

Between:

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

-and-

The Canadian Union of Public Employees (“CUPE”),
Locals 1933, 835, 4150, 2525 and 2431

The Parties hereby agree to the following:

1. For the purposes of this agreement,
 - a. “CUPE Local” means any of CUPE Locals 1933, 835, 4150, 2525 and 2431;
 - b. “Employer” means any of South Shore District Health Authority, South West Nova District Health Authority, Annapolis Valley District Health Authority, Colchester East Hants Health Authority, Cumberland Health Authority, Pictou County Health Authority, Guysborough Antigonish Strait Health Authority and Cape Breton District Health Authority; and
 - c. “Work” means work of a bargaining unit represented by a CUPE Local at one of the Employers.
2. This agreement is not applicable to casual employees.
3. In the event that
 - a. Work is transferred from one or more Employers to another Employer;
 - b. the transferred Work falls within the bargaining unit of a CUPE Local at the receiving Employer; and
 - c. the receiving Employer determines that it will require an increase in the complement of employees to perform the transferred Work, and / or;

- d. the receiving Employer creates vacancies by offering expressions of interest (TSP) within the complement of existing Employees who perform the transferred Work,

the receiving Employer shall identify these vacancies which shall be filled in accordance with this memorandum of agreement ("Transfer Vacancies").

4. If any Transfer Vacancies are identified, employees of the transferring Employer(s) in the classification performing the transferred Work shall indicate whether they are interested in following the Work to the receiving Employer.
5. In order to fill identified Transfer Vacancies, employees of the transferring Employer in the classification performing the transferred Work have the option, offered to the most senior affected employee first (provided they meet the minimum threshold requirements), and so on, to transfer to the employment of the receiving Employer pursuant to the terms of this memorandum of agreement.
6. Where more than one transferring Employer exists, the option to transfer employment contained above in paragraph 5 shall be offered in order of greatest seniority as between affected employees at the multiple transferring Employers.
7. In accordance with paragraph 3(d), the receiving Employer shall only be obligated to offer calls for expressions of interest for TSP within the complement of existing Employees who perform the transferred Work, to the extent it accommodates the number of Employees who wish to transfer. Acceptance by the Employer of an expression of interest in TSP from an Employee of the receiving Employer is conditional on an employee from the transferring Employer accepting the resulting vacancy.
8. The receiving Employer shall accept the transferring employees to fill the Transfer Vacancies.
9. The receiving Employer shall recognize the service and seniority, as well as all of the accrued benefits and entitlements of the transferring employees existing on the date of transfer with the transferring Employer, as service and seniority with the receiving employer for any purpose for which service or seniority is relevant, and thereafter the transferring employee shall be subject to the service and the seniority provisions in the collective agreement for the appropriate bargaining unit of the receiving Employer and shall be deemed to have continuous service with the receiving Employer.
10. In the event the receiving Employer has not concluded a collective agreement for the bargaining unit where the transferring employee will be placed, the wages and vacation of the transferring employee shall remain the

same until such time as a collective agreement is signed. At that point, the transferring employee shall be bound by the wages and vacation, and all other terms and conditions of the receiving Employer collective agreement.

11. The transferring employee shall not be required to serve a new “probationary” period with the receiving Employer. However, if the transferring employee has not yet completed her or his probationary period at the transferring employer, the remainder of the probationary period must be served with the receiving Employer.
12. Although the transferring employee maintains vacation entitlement at the receiving Employer, the transferring employee may not be granted previously approved vacation dates at the receiving employer. Vacation scheduling shall be subject to the collective agreement and practices at the receiving Employer.
13. The option available to employees under paragraph 5 only applies to employees who wish to follow the transferred Work to another employer where the Transfer Vacancies are available in the employee’s own classification. The Transfer Vacancies will be identified notwithstanding the use of different “position titles” or placement in a different CUPE Local bargaining unit at the receiving Employer. Employees do not have the option of transferring to another classification within a Classification Group at the receiving Employer.
14. No employee will be required to follow the transferred Work.
15. Where, as a result of this process, Transfer Vacancies still exist at the receiving Employer, they shall be posted under the terms of the collective agreement in effect at the receiving Employer.
16. The employees have seven calendar days (7) to decide whether to choose the option under paragraph 5 of this memorandum of agreement.
17. In the event an affected employee chooses not to exercise the option to transfer to the receiving Employer under paragraph 5 of this memorandum of agreement, the employee shall then have recourse to the layoff, displacement and any other applicable provisions of the Collective Agreement with the transferring Employer. Under no circumstances however can an affected Employee be laid off or have their hours reduced if the transfer of work is governed by Article 27.01.
18. The Parties agree that an employee who chooses the option to transfer to the receiving Employer under paragraph 5 of this memorandum of agreement shall suffer no loss of pay or benefits and shall suffer no break or interruption in service or seniority, even if delays occur through the process

of transferring from the transferring Employer to the receiving Employer unless the employee is responsible for the delay.

19. The transferring employee shall have (for a period of twenty-four (24) months from commencing employment with the receiving employer), the right to be recalled to the employee's former regular position with the transferring employer pursuant to the applicable provisions of the Collective Agreement with the transferring Employer which were in effect on the date of the commencement of employment with the receiving Employer.
20. The transferring employee shall be reimbursed, on a one time only basis during the period of employment with the Employers, for reasonable relocation and moving expenses of a maximum amount of \$2,500.00, provided the relocation involves a move outside of a 50km radius of the employee's place of residence.
21. While the parties agree that this memorandum of agreement is designed to work in concert with the collective agreements and is supplementary to same, in the event of a conflict between this memorandum of agreement and the collective agreements, the terms of this memorandum of agreement shall take precedence.
22. In the event that Work is transferred from one or more Employers to an employer not bound by this memorandum of agreement, any transferring Employer shall make best efforts to use its influence to persuade the receiving employer to accept any affected employees of the transferring Employer in as fair and as equitable a fashion as possible.

≈MEMORANDUM OF AGREEMENT #5

Provincial Redeployment Committee

Within 3 months of the ratification of the collective agreement the Employers and the Union will cooperate in the formation of a Joint Provincial Redeployment Committee.

The purpose of the committee will be create a system, administered by the Employers, which will allow displaced redundant employees to be made aware of other potential re-employment opportunities among acute care employers in the provincial health system. The committee will develop terms of reference and will reach agreement on a system to address issues such as the following:

- Recognition of cumulative seniority earned through employment in positions with different employers
- Utilization of such seniority in the selection processes
- Recognition of such seniority between employers and the crediting of accrued benefits

The system in question shall be administered in a manner consistent with the terms of the Transfer MOA.

The parties commit to the principle that Employees who have been subject to layoff and displacement and who have recall rights under their respective Collective Agreement will have the opportunity to be considered for available employment opportunities with other District Health Authorities (based on their Seniority and on their ability to meet the threshold requirements of the work) in priority to the hiring of new employees.

APPENDIX “H”

(DHA SPECIFIC)

Letters of Agreement and Memoranda of Agreement

**The following as attached, represents the
Letters of Agreement and Memoranda of
Agreement as referenced at Article 35
And
are DHA (District Health Authority) specific.**

LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

BETWEEN

COLCHESTER EAST HANTS HEALTH AUTHORITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 2525

MEMORANDUM OF AGREEMENT #1

TEMPORARY JOB SHARING

BETWEEN: **COLCHESTER EAST HANTS HEALTH AUTHORITY**
(“The Employer”)

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525**
(“The Union”)

WHEREAS the Parties concluded a Collective Agreement effective April 2001 which did not specifically provide for job sharing.

AND WHEREAS the Parties now wish to enter into this Memorandum of Agreement to allow for Employees to share their positions on a temporary basis during the term of the Collective Agreement and subject to the terms which are contained herein.

NOW THEREFORE the Parties hereto agree that Employees may be permitted to enter into a temporary job sharing agreement of a regular position with the Employer under the following provisions:

SECTION 1

- 1.01 Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected. In stating this, job sharing will not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer representative shall discuss the concerns with the job share applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing with the advice of a Union official.
- 1.02 Job sharing partners shall be classified as Regular Part-Time job share or Temporary Part-Time job share Employees pursuant to the terms and conditions of the Agreement.
- 1.03 No Employee shall be required to enter into a job sharing arrangement.

ORIGINATING OF JOB SHARING REQUEST

- 1.04 An Employee wishing to share their position may submit a written proposal for job sharing to the Employee’s Immediate Manager with a copy for the Union (forms attached).
- 1.05 The Employee wishing to job share must be a CUPE Bargaining Unit member and is the incumbent of the regular position to be shared. Both Employees must be suitably qualified and capable of carrying out the full duties and responsibilities of

the position shared. Both Employees must enter into the agreement voluntarily and be mutually agreeable to its conditions.

- 1.06 The temporary Part-time position to be created by the job sharing opportunity shall be posted in accordance with Article 15.03.
- 1.07 Where more than one Employee is interested in the posted job opportunity, the job sharing partner shall be chosen in accordance with Articles 15.02.
- 1.08 The Employer may assess the practicality of recruitment outside of the Bargaining Unit, in the case where no Bargaining Unit Employee (in accordance with the job posting provisions of the Collective Agreement) is interested in the job sharing partner opportunity.
- 1.09 The applicant Employee (the Employee who originated the job sharing request) will remain in the Employee's previous position and the recruitment process concludes if no suitable job sharing partner is found.

CESSATION OF TEMPORARY JOB SHARING ARRANGEMENTS

- 1.10 Upon the expiry of a temporary job sharing arrangement, regular Employees will be returned to the same positions (if existing) or equivalent regular position as held prior to the temporary job share agreement. Casual Employees will not be entitled to be returned to a temporary position held prior to the temporary job share agreement but shall retain their casual status with the expiry of the temporary job sharing arrangement. In the event that the employee was hired into the job sharing arrangement from outside the Bargaining Unit or from a temporary position where they held neither regular or casual status, employment shall cease with the expiry of the temporary job sharing arrangement.
- 1.11 Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their intention to discontinue the job sharing agreement or the Parties mutually agree to extend the arrangement.
- 1.12 A job share agreement will be terminated should the original Full-Time position be subject to a reduction in hours.

TERMS OF JOB SHARING ARRANGEMENTS

- 1.13 The position will be clearly identified as a temporary job sharing arrangement. Any new Employees hired to fill a vacancy created by two Employees entering into the temporary term job share arrangement shall be hired on a temporary basis.
- 1.14 The duration of the job share will be a set term, with a minimum of six (6) months / maximum of twenty-four (24) months, any party who wishes to terminate or extend

a temporary job share arrangement shall give written notice at least thirty (30) days in advance. The job sharing arrangement will only be extended where the Parties mutually agree.

- 1.15 A work schedule including days off will be developed with the Employees' Supervisor prior to commencement of the job share. The work schedule and percentage of the job share each Employee actually works will be mutually agreeable to all Parties involved. Where no mutual agreement can be reached, the job sharing arrangement shall terminate.
- 1.16 The provisions of Article 21.06 apply to job sharing arrangements.
- 1.17 Job sharing Employees will be paid for hours worked during the pay period. Time worked by each of the job sharing partners in excess of a scheduled shift of seven and one-half hours (seven hours for clerical employees) or more or in excess of the average bi-weekly hours (as per Collective Agreement), will be compensated as overtime in accordance with Article 18.00.
- 1.18 A job sharing partner, including those who have not indicated an increase in availability under Article 17.04 (b) may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime and the provisions of Article 18.00 shall not otherwise apply.
- 1.20 This Interim Job Sharing Agreement shall cease to have any effect when the current Collective Agreement between the District Health Authority #4 and the Canadian Union of Public Employees expires.

**** BENEFITS:** All benefits for regular Employees entering into a Job Share Agreement shall continue as per the Collective Agreement.

**DHA 4 / CUPE LOCAL 2525
JOB SHARING APPLICATION**

Department: _____ Classification: _____

EMPLOYEE NAME: _____

ADDRESS: _____

PRESENT JOB ASSIGNMENT

Classification: _____

Location: _____

I, the above named employee hereby apply for approval of a job sharing agreement.
The position to be shared is : _____ in the _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union as determined in the Collective Agreement
and agree that this agreement shall be bound by those terms and conditions.

I hereby submit by reason(s) for wishing to enter into this job arrangement, which is
(are):

EMPLOYEE:

I propose that this job sharing shall be structured as follows:

The position shall be temporary.

The arrangement shall run for a period of _____ months from the start date. The
arrangement shall begin on the date that the employee who will be sharing the position
is able to begin the job sharing arrangement.

I understand that approval of this application is contingent upon determination by the
Employer that the position is job-sharable and that its implementation will still permit
operational requirements and service to the public maintained.

I wish to split this position on a _____% basis to be scheduled for the duration of
the arrangement (unless otherwise agreed as follows)

As per the Memorandum of Agreement we agree that the above schedule equitably and satisfactorily splits statutory holidays for the duration of the agreement and that any imbalance which may exist on termination is not the responsibility of the Employer.

Employee Signature

Date

Recommendation of Supervisor:

Approval Yes No

Signature: Supervisor: _____

Date: _____

Signature: Manager: _____

Date: _____

DHA 4

JOB SHARING CONTRACT

SECTION I

We _____ (employee) and _____
(employee) hereby agree to enter a job sharing agreement for the position classified as
_____ in _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union and agree to enter a job sharing
agreement subject to the said terms and conditions and subject to the structure set out
in the accompanying application which we have signed.

Witness

Employee Signature
Date: _____

Witness

Employee Signature
Date: _____

SECTION II

In accordance with the terms and conditions related to job sharing, approval is hereby
given the above mentioned employees to participate in this job sharing arrangement.

Witness

Manager
Date: _____

Witness

Union
Date: _____

Reviewed by: _____
Human Resources

Date: _____

MEMORANDUM OF AGREEMENT #2

MEAL BREAKS

BETWEEN:

COLCHESTER EAST HANTS HEALTH AUTHORITY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525
(CLERICAL BARGAINING UNIT)**

WHEREAS the Parties concluded a Collective Agreement effective April 1, 2001 which did not specifically provide for splitting of the consecutive sixty (60) minute lunch break for Clerical Bargaining Unit members;

AND WHEREAS the Parties now wish to enter into this Memorandum of Agreement to allow for Clerical Bargaining Unit Employees to split their sixty (60) minute lunch break into two (2) thirty (30) consecutive minute lunch breaks within the shift.

NOW THEREFORE the Parties hereto agree that Employees have the discretion to split their meal breaks into two (2) consecutive thirty (30) minute breaks subject to operational requirements and permission of their immediate supervisor.

MEMORANDUM OF AGREEMENT #3

JOB SELECTION

BETWEEN:

COLCHESTER EAST HANTS HEALTH AUTHORITY

(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525

(hereafter called the "Union")

To assist bargaining unit Employees in the position selection process, the Employer agrees to provide instructional materials on resume preparation and interview skills to Employees who request such materials. The Employer also agrees to conduct seminars on resume preparation and interview skills where sufficient numbers of Employees express an interest in attending such seminars. Attendance at such seminars will be without pay.

Subject to operational requirements, the Employer will permit Employees to "job shadow" employees in other departments without pay, at their own cost and on their own time to enable the Employee to gain familiarity with the work of that department.

Where feasible, the Employer may invite expressions of interest from Employees who wish to gain work experience in other departments. Where opportunities arise for temporary positions that are not required to be posted under the Collective Agreement and where it is otherwise operationally feasible, Employees who have expressed an interest and who meet the minimum threshold requirements for the position will be offered such positions.

MEMORANDUM OF AGREEMENT #4

RE: EMPLOYEES WITH SAME SENIORITY DATE

BETWEEN:

COLCHESTER EAST HANTS HEALTH AUTHORITY

(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525

(hereafter called the "Union")

WHEREAS Article 14.01 of the Collective Agreement states that "Seniority is defined as the length of service with the Employer commencing with the Employee's most recent date of hire to a Regular position in the Bargaining Unit, unless otherwise adjusted."

AND WHEREAS more than one (1) Employee can be hired into a Regular position in the Bargaining Unit on the same day.

AND WHEREAS the Collective Agreement is silent as to how a tie in seniority dates is broken in these circumstances.

THEREFORE BE IT RESOLVED THAT the tie in seniority will be resolved in favour of the Employee, who without a break in service, first commenced work with the District Health Authority as an Employee in the Bargaining Unit.

AND in the event that the Employees are still tied following this assessment, the issue will be resolved in favour of the Employee, who without a break in service, has accrued the most hours in the Bargaining Unit from date of hire into the Bargaining Unit. Calculations will be recognized on revised seniority list posted on March 31st.

After the Union is satisfied the above criteria have been met by the Employer, the Union will agree to recognize the Employer's process of selecting a random name out of a hat.

LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

BETWEEN

CUMBERLAND HEALTH AUTHORITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 2525

MEMORANDUM OF AGREEMENT #1

TEMPORARY JOB SHARING

BETWEEN: **CUMBERLAND HEALTH AUTHORITY**
(“The Employer”)

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525**
(“The Union”)

WHEREAS the Parties concluded a Collective Agreement effective April 2001 which did not specifically provide for job sharing.

AND WHEREAS the Parties now wish to enter into this Memorandum of Agreement to allow for **Regular Full-Time** Employees to share their positions on a temporary basis during the term of the Collective Agreement and subject to the terms which are contained herein.

NOW THEREFORE the Parties hereto agree that **Regular Full-Time** Employees may be permitted to enter into a temporary job sharing agreement of a regular position with the Employer under the following provisions:

SECTION 1

- 1.01 Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected. In stating this, job sharing will not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer representative shall discuss the concerns with the job share applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing with the advice of a Union official.
- 1.02 Job sharing partners shall be classified as Regular Part-Time job share or Temporary Part-Time job share Employees pursuant to the terms and conditions of the Agreement.
- 1.03 No Employee shall be required to enter into a job sharing arrangement.

ORIGINATING OF JOB SHARING REQUEST

- 1.04 An Employee wishing to share their position may submit a written proposal for job sharing to the Employee’s Immediate Manager with a copy for the Union (forms attached).
- 1.05 The Employee wishing to job share must be a CUPE Bargaining Unit member and is the incumbent of the regular position to be shared. Both Employees must be suitably qualified and capable of carrying out the full duties and responsibilities of

the position shared. Both Employees must enter into the agreement voluntarily and be mutually agreeable to its conditions.

- 1.06 The temporary Part-time position to be created by the job sharing opportunity shall be posted in accordance with Article 15.03.
- 1.07 Where more than one Employee is interested in the posted job opportunity, the job sharing partner shall be chosen in accordance with Articles 15.02.
- 1.08 The Employer may assess the practicality of recruitment outside of the Bargaining Unit, in the case where no Bargaining Unit Employee (in accordance with the job posting provisions of the Collective Agreement) is interested in the job sharing partner opportunity.
- 1.09 The applicant Employee (the Employee who originated the job sharing request) will remain in the Employee's previous position and the recruitment process concludes if no suitable job sharing partner is found.

CESSATION OF TEMPORARY JOB SHARING ARRANGEMENTS

- 1.10 Upon the expiry of a temporary job sharing arrangement, regular Employees will be returned to the same positions (if existing) or equivalent regular position as held prior to the temporary job share agreement. Casual Employees will not be entitled to be returned to a temporary position held prior to the temporary job share agreement but shall retain their casual status with the expiry of the temporary job sharing arrangement. In the event that the employee was hired into the job sharing arrangement from outside the Bargaining Unit or from a temporary position where they held neither regular or casual status, employment shall cease with the expiry of the temporary job sharing arrangement.
- 1.11 Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their intention to discontinue the job sharing agreement or the Parties mutually agree to extend the arrangement.
- 1.12 A job share agreement will be terminated should the original Full-Time position be subject to a reduction in hours.

TERMS OF JOB SHARING ARRANGEMENTS

- 1.13 The position will be clearly identified as a temporary job sharing arrangement. Any new Employees hired to fill a vacancy created by two Employees entering into the temporary term job share arrangement shall be hired on a temporary basis.
- 1.14 The duration of the job share will be a set term, with a minimum of six (6) months / maximum of twenty-four (24) months, any party who wishes to terminate or extend a temporary job share arrangement shall give written notice at least thirty (30) days in advance. The job sharing arrangement will only be extended where the Parties mutually agree.

- 1.15 A work schedule including days off will be developed with the Employees' Supervisor prior to commencement of the job share. The work schedule and percentage of the job share each Employee actually works will be mutually agreeable to all Parties involved. Where no mutual agreement can be reached, the job sharing arrangement shall terminate.
- 1.16 The provisions of Article 21.06 apply to job sharing arrangements.
- 1.17 Job sharing Employees will be paid for hours worked during the pay period. Time worked by each of the job sharing partners in excess of a scheduled shift of seven and one-half hours (seven hours for clerical employees) or more or in excess of the average bi-weekly hours (as per Collective Agreement), will be compensated as overtime in accordance with Article 18.00.
- 1.18 A job sharing partner, including those who have not indicated an increase in availability under Article 17.04 (b) may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime and the provisions of Article 18.00 shall not otherwise apply.
- 1.20 This Interim Job Sharing Agreement shall cease to have any effect when the current Collective Agreement between the District Health Authority #5 and the Canadian Union of Public Employees expires.

**** BENEFITS:** All benefits for regular Employees entering into a Job Share Agreement shall continue as per the Collective Agreement.

**DHA 5 / CUPE LOCAL 2525
JOB SHARING APPLICATION**

Department: _____ Classification: _____

EMPLOYEE NAME: _____

ADDRESS: _____

PRESENT JOB ASSIGNMENT

Classification: _____

Location: _____

I, the above named employee hereby apply for approval of a job sharing agreement.
The position to be shared is : _____ in the _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union as determined in the Collective Agreement
and agree that this agreement shall be bound by those terms and conditions.

I hereby submit by reason(s) for wishing to enter into this job arrangement, which is
(are):

EMPLOYEE:

I propose that this job sharing shall be structured as follows:

The position shall be temporary.

The arrangement shall run for a period of _____ months from the start date. The
arrangement shall begin on the date that the employee who will be sharing the position
is able to begin the job sharing arrangement.

I understand that approval of this application is contingent upon determination by the
Employer that the position is job-sharable and that its implementation will still permit
operational requirements and service to the public maintained.

I wish to split this position on a _____% basis to be scheduled for the duration of
the arrangement (unless otherwise agreed as follows)

As per the Memorandum of Agreement we agree that the above schedule equitably and satisfactorily splits statutory holidays for the duration of the agreement and that any imbalance which may exist on termination is not the responsibility of the Employer.

Employee Signature

Date

Recommendation of Supervisor:

Approval Yes No

Signature: Supervisor: _____

Date: _____

Signature: Manager: _____

Date: _____

DHA 5

JOB SHARING CONTRACT

SECTION I

We _____ (employee) and _____
(employee) hereby agree to enter a job sharing agreement for the position classified as
_____ in _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union and agree to enter a job sharing
agreement subject to the said terms and conditions and subject to the structure set out
in the accompanying application which we have signed.

Witness

Employee Signature
Date: _____

Witness

Employee Signature
Date: _____

SECTION II

In accordance with the terms and conditions related to job sharing, approval is hereby
given the above mentioned employees to participate in this job sharing arrangement.

Witness

Manager
Date: _____

Witness

Union
Date: _____

Reviewed by: _____
Human Resources

Date: _____

MEMORANDUM OF AGREEMENT #2

MEAL BREAKS

BETWEEN:

CUMBERLAND HEALTH AUTHORITY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525
(CLERICAL BARGAINING UNIT)**

WHEREAS the Parties concluded a Collective Agreement effective April 1, 2001 which did not specifically provide for splitting of the consecutive sixty (60) minute lunch break for Clerical Bargaining Unit members;

AND WHEREAS the Parties now wish to enter into this Memorandum of Agreement to allow for Clerical Bargaining Unit Employees to split their sixty (60) minute lunch break into two (2) thirty (30) consecutive minute lunch breaks within the shift.

NOW THEREFORE the Parties hereto agree that Employees have the discretion to split their meal breaks into two (2) consecutive thirty (30) minute breaks subject to operational requirements and permission of their immediate supervisor.

MEMORANDUM OF AGREEMENT #3

JOB SELECTION

BETWEEN:

CUMBERLAND HEALTH AUTHORITY

(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525

(hereafter called the "Union")

To assist bargaining unit Employees in the position selection process, the Employer agrees to provide instructional materials on resume preparation and interview skills to Employees who request such materials. The Employer also agrees to conduct seminars on resume preparation and interview skills where sufficient numbers of Employees express an interest in attending such seminars. Attendance at such seminars will be without pay.

Subject to operational requirements, the Employer will permit Employees to "job shadow" employees in other departments without pay, at their own cost and on their own time to enable the Employee to gain familiarity with the work of that department.

Where feasible, the Employer may invite expressions of interest from Employees who wish to gain work experience in other departments. Where opportunities arise for temporary positions that are not required to be posted under the Collective Agreement and where it is otherwise operationally feasible, Employees who have expressed an interest and who meet the minimum threshold requirements for the position will be offered such positions.

MEMORANDUM OF AGREEMENT #4

RELATIVE SENIORITY AMONG PERMANENT EMPLOYEES

BETWEEN:

CUMBERLAND HEALTH AUTHORITY

(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525

(hereafter called the "Union")

WHEREAS the Union and the Employer have had discussion regarding the progress and criteria to be utilized to determine relative seniority among permanent employees, it is mutually agreed that:

- Date of hire can determine seniority status for casual employees.

WHERE employees obtain the same date of hire:

- Casual hours can be considered to break a tie.
- The Employer's records will be used to determine casual hours.

MEMORANDUM OF AGREEMENT #5

EMPLOYEES WORKING DURING A LEAVE OF ABSENCE

BETWEEN: **CUMBERLAND HEALTH AUTHORITY**
(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525
(The "Union")

WHEREAS the Cumberland Health Authority and CUPE Local 2525 have concluded a collective agreement that is in effect until March 31, 2009.

AND WHEREAS this agreement did not give consideration to the treatment of Employees who wished to work for the Employer during an approved leave of absence.

THE PARTIES now wish to recognize and address the issue as follows:

- a. A Regular Employee may, if operationally feasible, may choose to work for the Employer while on a Leave of Absence. Whether a Regular Employee on an approved Leave of Absence works any shifts at all for the Employer during such Leave of Absence will be entirely at the discretion of the Regular Employee and only be possible if operations permit such opportunities. The granting of the Leave of Absence will not be dependent upon the Regular Employee agreeing to work during the Leave of Absence.
- b. When a Regular Employee agrees to work while on an approved Leave, the Regular Employee maintains the status of a Regular Employee on Leave. Any rights or protections he/she would have while on the Leave are maintained.
- c. When a Regular Employee agrees to work while on an approved Leave, the Regular Employee is treated as a Casual Employee for the purpose of determining pay and benefits, excluding provisions for accumulation of Seniority and movement along the increment scale.

LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

BETWEEN

PICTOU COUNTY HEALTH AUTHORITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 2525

MEMORANDUM OF AGREEMENT #1

TEMPORARY JOB SHARING

BETWEEN: PICTOU COUNTY HEALTH AUTHORITY
(“The Employer”)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525
(“The Union”)

WHEREAS the Parties concluded a Collective Agreement effective April 2001 which did not specifically provide for job sharing.

AND WHEREAS the Parties now wish to enter into this Memorandum of Agreement to allow for Employees to share their positions on a temporary basis during the term of the Collective Agreement and subject to the terms which are contained herein.

NOW THEREFORE the Parties hereto agree that Employees may be permitted to enter into a temporary job sharing agreement of a regular position with the Employer under the following provisions:

SECTION 1

- 1.01 Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected. In stating this, job sharing will not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer representative shall discuss the concerns with the job share applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing with the advice of a Union official.
- 1.02 Job sharing partners shall be classified as Regular Part-Time job share or Temporary Part-Time job share Employees pursuant to the terms and conditions of the Agreement.
- 1.03 No Employee shall be required to enter into a job sharing arrangement.

ORIGINATING OF JOB SHARING REQUEST

- 1.04 An Employee wishing to share their position may submit a written proposal for job sharing to the Employee’s Immediate Manager with a copy for the Union (forms attached).
- 1.05 The Employee wishing to job share must be a CUPE Bargaining Unit member and is the incumbent of the regular position to be shared. Both Employees must be suitably qualified and capable of carrying out the full duties and responsibilities of the position shared. Both Employees must enter into the agreement voluntarily and be mutually agreeable to its conditions.

- 1.06 The temporary Part-time position to be created by the job sharing opportunity shall be posted in accordance with Article 15.03.
- 1.07 Where more than one Employee is interested in the posted job opportunity, the job sharing partner shall be chosen in accordance with Articles 15.02.
- 1.08 The Employer may assess the practicality of recruitment outside of the Bargaining Unit, in the case where no Bargaining Unit Employee (in accordance with the job posting provisions of the Collective Agreement) is interested in the job sharing partner opportunity.
- 1.09 The applicant Employee (the Employee who originated the job sharing request) will remain in the Employee's previous position and the recruitment process concludes if no suitable job sharing partner is found.

CESSATION OF TEMPORARY JOB SHARING ARRANGEMENTS

- 1.10 Upon the expiry of a temporary job sharing arrangement, regular Employees will be returned to the same positions (if existing) or equivalent regular position as held prior to the temporary job share agreement. Casual Employees will not be entitled to be returned to a temporary position held prior to the temporary job share agreement but shall retain their casual status with the expiry of the temporary job sharing arrangement. In the event that the employee was hired into the job sharing arrangement from outside the Bargaining Unit or from a temporary position where they held neither regular or casual status, employment shall cease with the expiry of the temporary job sharing arrangement.
- 1.11 Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their intention to discontinue the job sharing agreement or the Parties mutually agree to extend the arrangement.
- 1.12 A job share agreement will be terminated should the original Full-Time position be subject to a reduction in hours.

TERMS OF JOB SHARING ARRANGEMENTS

- 1.13 The position will be clearly identified as a temporary job sharing arrangement. Any new Employees hired to fill a vacancy created by two Employees entering into the temporary term job share arrangement shall be hired on a temporary basis.
- 1.14 The duration of the job share will be a set term, with a minimum of six (6) months / maximum of twenty-four (24) months, any party who wishes to terminate or extend a temporary job share arrangement shall give written notice at least thirty (30) days in advance. The job sharing arrangement will only be extended where the Parties mutually agree.

- 1.15 A work schedule including days off will be developed with the Employees' Supervisor prior to commencement of the job share. The work schedule and percentage of the job share each Employee actually works will be mutually agreeable to all Parties involved. Where no mutual agreement can be reached, the job sharing arrangement shall terminate.
- 1.16 The provisions of Article 21.06 apply to job sharing arrangements.
- 1.17 Job sharing Employees will be paid for hours worked during the pay period. Time worked by each of the job sharing partners in excess of a scheduled shift of seven and one-half hours (seven hours for clerical employees) or more or in excess of the average bi-weekly hours (as per Collective Agreement), will be compensated as overtime in accordance with Article 18.00.
- 1.18 A job sharing partner, including those who have not indicated an increase in availability under Article 17.04 (b) may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime and the provisions of Article 18.00 shall not otherwise apply.
- 1.20 This Interim Job Sharing Agreement shall cease to have any effect when the current Collective Agreement between the District Health Authority #6 and the Canadian Union of Public Employees expires.

**** BENEFITS:** All benefits for regular Employees entering into a Job Share Agreement shall continue as per the Collective Agreement.

**DHA 6 / CUPE LOCAL 2525
JOB SHARING APPLICATION**

Department: _____ Classification: _____

EMPLOYEE NAME: _____

ADDRESS: _____

PRESENT JOB ASSIGNMENT

Classification: _____

Location: _____

I, the above named employee hereby apply for approval of a job sharing agreement.
The position to be shared is : _____ in the _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union as determined in the Collective Agreement
and agree that this agreement shall be bound by those terms and conditions.

I hereby submit by reason(s) for wishing to enter into this job arrangement, which is
(are):

EMPLOYEE:

I propose that this job sharing shall be structured as follows:

The position shall be temporary.

The arrangement shall run for a period of _____ months from the start date. The
arrangement shall begin on the date that the employee who will be sharing the position
is able to begin the job sharing arrangement.

I understand that approval of this application is contingent upon determination by the
Employer that the position is job-sharable and that its implementation will still permit
operational requirements and service to the public maintained.

I wish to split this position on a _____% basis to be scheduled for the duration of
the arrangement (unless otherwise agreed as follows)

As per the Memorandum of Agreement we agree that the above schedule equitably and satisfactorily splits statutory holidays for the duration of the agreement and that any imbalance which may exist on termination is not the responsibility of the Employer.

Employee Signature

Date

Recommendation of Supervisor:

Approval Yes No

Signature: Supervisor: _____

Date: _____

Signature: Manager: _____

Date: _____

DHA 6

JOB SHARING CONTRACT

SECTION I

We _____ (employee) and _____
(employee) hereby agree to enter a job sharing agreement for the position classified as
_____ in _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union and agree to enter a job sharing
agreement subject to the said terms and conditions and subject to the structure set out
in the accompanying application which we have signed.

Witness

Employee Signature
Date: _____

Witness

Employee Signature
Date: _____

SECTION II

In accordance with the terms and conditions related to job sharing, approval is hereby
given the above mentioned employees to participate in this job sharing arrangement.

Witness

Manager
Date: _____

Witness

Union
Date: _____

Reviewed by: _____
Human Resources

Date: _____

MEMORANDUM OF AGREEMENT #2

JOB SELECTION

BETWEEN:

PICTOU COUNTY HEALTH AUTHORITY

(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525

(hereafter called the "Union")

To assist bargaining unit Employees in the position selection process, the Employer agrees to provide instructional materials on resume preparation and interview skills to Employees who request such materials. The Employer also agrees to conduct seminars on resume preparation and interview skills where sufficient numbers of Employees express an interest in attending such seminars. Attendance at such seminars will be without pay.

Subject to operational requirements, the Employer will permit Employees to "job shadow" employees in other departments without pay, at their own cost and on their own time to enable the Employee to gain familiarity with the work of that department.

Where feasible, the Employer may invite expressions of interest from Employees who wish to gain work experience in other departments. Where opportunities arise for temporary positions that are not required to be posted under the Collective Agreement and where it is otherwise operationally feasible, Employees who have expressed an interest and who meet the minimum threshold requirements for the position will be offered such positions.

LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

BETWEEN

GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 2525

MEMORANDUM OF AGREEMENT #1

TEMPORARY JOB SHARING

BETWEEN: GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY
(“The Employer”)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525
(“The Union”)

WHEREAS the Parties concluded a Collective Agreement effective April 2001 which did not specifically provide for job sharing.

AND WHEREAS the Parties now wish to enter into this Memorandum of Agreement to allow for Employees to share their positions on a temporary basis during the term of the Collective Agreement and subject to the terms which are contained herein.

NOW THEREFORE the Parties hereto agree that Employees may be permitted to enter into a temporary job sharing agreement of a regular position with the Employer under the following provisions:

SECTION 1

- 1.01 Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected. In stating this, job sharing will not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer representative shall discuss the concerns with the job share applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing with the advice of a Union official.
- 1.02 Job sharing partners shall be classified as Regular Part-Time job share or Temporary Part-Time job share Employees pursuant to the terms and conditions of the Agreement.
- 1.03 No Employee shall be required to enter into a job sharing arrangement.

ORIGINATING OF JOB SHARING REQUEST

- 1.04 An Employee wishing to share their position may submit a written proposal for job sharing to the Employee’s Immediate Manager with a copy for the Union (forms attached).
- 1.05 The Employee wishing to job share must be a CUPE Bargaining Unit member and is the incumbent of the regular position to be shared. Both Employees must be suitably qualified and capable of carrying out the full duties and responsibilities of the position shared. Both Employees must enter into the agreement voluntarily and be mutually agreeable to its conditions.

- 1.06 The temporary Part-time position to be created by the job sharing opportunity shall be posted in accordance with Article 15.03.
- 1.07 Where more than one Employee is interested in the posted job opportunity, the job sharing partner shall be chosen in accordance with Articles 15.02.
- 1.08 The Employer may assess the practicality of recruitment outside of the Bargaining Unit, in the case where no Bargaining Unit Employee (in accordance with the job posting provisions of the Collective Agreement) is interested in the job sharing partner opportunity.
- 1.09 The applicant Employee (the Employee who originated the job sharing request) will remain in the Employee's previous position and the recruitment process concludes if no suitable job sharing partner is found.

CESSATION OF TEMPORARY JOB SHARING ARRANGEMENTS

- 1.10 Upon the expiry of a temporary job sharing arrangement, regular Employees will be returned to the same positions (if existing) or equivalent regular position as held prior to the temporary job share agreement. Casual Employees will not be entitled to be returned to a temporary position held prior to the temporary job share agreement but shall retain their casual status with the expiry of the temporary job sharing arrangement. In the event that the employee was hired into the job sharing arrangement from outside the Bargaining Unit or from a temporary position where they held neither regular or casual status, employment shall cease with the expiry of the temporary job sharing arrangement.
- 1.11 Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their intention to discontinue the job sharing agreement or the Parties mutually agree to extend the arrangement.
- 1.12 A job share agreement will be terminated should the original Full-Time position be subject to a reduction in hours.

TERMS OF JOB SHARING ARRANGEMENTS

- 1.13 The position will be clearly identified as a temporary job sharing arrangement. Any new Employees hired to fill a vacancy created by two Employees entering into the temporary term job share arrangement shall be hired on a temporary basis.
- 1.14 The duration of the job share will be a set term, with a minimum of six (6) months / maximum of twenty-four (24) months, any party who wishes to terminate or extend a temporary job share arrangement shall give written notice at least thirty (30) days in advance. The job sharing arrangement will only be extended where the Parties mutually agree.

- 1.15 A work schedule including days off will be developed with the Employees' Supervisor prior to commencement of the job share. The work schedule and percentage of the job share each Employee actually works will be mutually agreeable to all Parties involved. Where no mutual agreement can be reached, the job sharing arrangement shall terminate.
- 1.16 The provisions of Article 21.06 apply to job sharing arrangements.
- 1.17 Job sharing Employees will be paid for hours worked during the pay period. Time worked by each of the job sharing partners in excess of a scheduled shift of seven and one-half hours (seven hours for clerical employees) or more or in excess of the average bi-weekly hours (as per Collective Agreement), will be compensated as overtime in accordance with Article 18.00.
- 1.18 A job sharing partner, including those who have not indicated an increase in availability under Article 17.04 (b) may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime and the provisions of Article 18.00 shall not otherwise apply.
- 1.20 This Interim Job Sharing Agreement shall cease to have any effect when the current Collective Agreement between the District Health Authority #7 and the Canadian Union of Public Employees expires.

**** BENEFITS:** All benefits for regular Employees entering into a Job Share Agreement shall continue as per the Collective Agreement.

**DHA 7 / CUPE LOCAL 2525
JOB SHARING APPLICATION**

Department: _____ Classification: _____

EMPLOYEE NAME: _____

ADDRESS: _____

PRESENT JOB ASSIGNMENT

Classification: _____

Location: _____

I, the above named employee hereby apply for approval of a job sharing agreement.
The position to be shared is : _____ in the _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union as determined in the Collective Agreement
and agree that this agreement shall be bound by those terms and conditions.

I hereby submit by reason(s) for wishing to enter into this job arrangement, which is
(are):

EMPLOYEE:

I propose that this job sharing shall be structured as follows:

The position shall be temporary.

The arrangement shall run for a period of _____ months from the start date. The
arrangement shall begin on the date that the employee who will be sharing the position
is able to begin the job sharing arrangement.

I understand that approval of this application is contingent upon determination by the
Employer that the position is job-sharable and that its implementation will still permit
operational requirements and service to the public maintained.

I wish to split this position on a _____% basis to be scheduled for the duration of
the arrangement (unless otherwise agreed as follows)

As per the Memorandum of Agreement we agree that the above schedule equitably and satisfactorily splits statutory holidays for the duration of the agreement and that any imbalance which may exist on termination is not the responsibility of the Employer.

Employee Signature

Date

Recommendation of Supervisor:

Approval Yes No

Signature: Supervisor: _____

Date: _____

Signature: Manager: _____

Date: _____

DHA 7

JOB SHARING CONTRACT

SECTION I

We _____ (employee) and _____
(employee) hereby agree to enter a job sharing agreement for the position classified as
_____ in _____ department.

I have read the terms and conditions of the job sharing agreement between the
Employer and the _____ Union and agree to enter a job sharing
agreement subject to the said terms and conditions and subject to the structure set out
in the accompanying application which we have signed.

Witness

Employee Signature
Date: _____

Witness

Employee Signature
Date: _____

SECTION II

In accordance with the terms and conditions related to job sharing, approval is hereby
given the above mentioned employees to participate in this job sharing arrangement.

Witness

Manager
Date: _____

Witness

Union
Date: _____

Reviewed by: _____
Human Resources

Date: _____

Copy Distribution: Manger, Employees' Files

MEMORANDUM OF AGREEMENT #2

MEAL BREAKS

BETWEEN:

GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525
(CLERICAL BARGAINING UNIT)**

WHEREAS the Parties concluded a Collective Agreement effective April 1, 2001 which did not specifically provide for splitting of the consecutive sixty (60) minute lunch break for Clerical Bargaining Unit members;

AND WHEREAS the Parties now wish to enter into this Memorandum of Agreement to allow for Clerical Bargaining Unit Employees to split their sixty (60) minute lunch break into two (2) thirty (30) consecutive minute lunch breaks within the shift.

NOW THEREFORE the Parties hereto agree that Employees have the discretion to split their meal breaks into two (2) consecutive thirty (30) minute breaks subject to operational requirements and permission of their immediate supervisor.

MEMORANDUM OF AGREEMENT #3

JOB SELECTION

BETWEEN:

GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY

(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2525

(hereafter called the "Union")

To assist bargaining unit Employees in the position selection process, the Employer agrees to provide instructional materials on resume preparation and interview skills to Employees who request such materials. The Employer also agrees to conduct seminars on resume preparation and interview skills where sufficient numbers of Employees express an interest in attending such seminars. Attendance at such seminars will be without pay.

Subject to operational requirements, the Employer will permit Employees to "job shadow" employees in other departments without pay, at their own cost and on their own time to enable the Employee to gain familiarity with the work of that department.

Where feasible, the Employer may invite expressions of interest from Employees who wish to gain work experience in other departments. Where opportunities arise for temporary positions that are not required to be posted under the Collective Agreement and where it is otherwise operationally feasible, Employees who have expressed an interest and who meet the minimum threshold requirements for the position will be offered such positions.

LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

BETWEEN

CAPE BRETON DISTRICT HEALTH AUTHORITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 2431

MEMORANDUM OF AGREEMENT #1

BETWEEN: CAPE BRETON DISTRICT HEALTH AUTHORITY
(“The Employer”)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2431
(“The Union”)

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 on-half (1.5x) times the Employee’s regular hourly rate of pay.

Where operational requirements permit, Employees will be permitted to leave at 12:00 noon without loss of regular earnings.

MEMORANDUM OF AGREEMENT #2

INCREMENT RECOGNITION UPON RECLASSIFICATION

BETWEEN: **CAPE BRETON DISTRICT HEALTH AUTHORITY**
(“The Employer”)

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2431**
(“The Union”)

Notwithstanding Article 25.03 (c):

1. The rate of compensation of an Employee upon appointment to a position with the same pay range shall be at the same pay level.
2. The rate of compensation of an Employee upon placement to a position with a higher pay range shall be to the same increment step of the scale as was occupied by the Employee in his/her original position.
3. The rate of compensation of an Employee upon placement to a position with a lower pay range shall be to the pay rate that provides for a reduction in pay and which represents the greater of either the maximum of the lower scale or the step on the new scale that is at least one increment step lower than the Employee’s current scale.

New scale	10	20	30	40	50
Current scale	35	45	55	65	75

**Employee at minimum current (35) would move to 30 on the new scale.
Employee at maximum current (75) would move to 50 on the new scale.**

MEMORANDUM OF AGREEMENT #3

ANNIVERSARY DATE - RECLASSIFICATION AND INCREMENTS

BETWEEN: **CAPE BRETON DISTRICT HEALTH AUTHORITY**
(“The Employer”)

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2431**
(“The Union”)

IT IS AGREED that Article 25.04 (a) shall be interpreted to provide for **Regular Employees’** advancement on the increment scale as follows:

For Regular Employees appointed to Temporary positions and appointed to Regular positions, the Employee shall, on a year to year basis following the setting of the original Anniversary Date, be advanced on the increment scale within the Employee’s classification except where the Employee is absent without pay for reasons other than Pregnancy, Parental and Adoption Leaves. The Anniversary Date shall be altered in direct relationship to the length of the unpaid absence in excess of one (1) month. The annual increment becomes payable to the Employee on the next regular pay date after the adjustment.

IT IS AGREED that Article 25.04 (a) shall be interpreted to provide for **Casual Employees’** advancement on the increment scale as follows:

- (i) Casual Employees who have worked nine hundred and thirty-three (933) regular hours or more by his/her Anniversary Date shall be recognized for an additional year of service.
- (ii) Casual Employees who have worked less than nine hundred and thirty-three (933) regular hours by his/her Anniversary Date shall be recognized for an additional year of service on the day when nine hundred and thirty-three (933) hours are achieved. This date shall become the Employee’s current Anniversary Date.
- (iii) Casual Employees cannot advance more than one increment level in any twelve (12) month period.

LETTER OF UNDERSTANDING #4
SCHEDULING – HEALTH RECORDS DEPARTMENT
(CAPE BRETON REGIONAL HOSPITAL)

BETWEEN: CAPE BRETON DISTRICT HEALTH AUTHORITY
("The Employer")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2431
("The Union")

It is agreed that the Health Records Staff employed at the Cape Breton Regional Hospital will be permitted to work evening shifts (3 – 11) and combine their two (2) fifteen (15) minute paid breaks to allow for a thirty (30) minute break during this time period and their one (1) hour unpaid meal break will be scheduled from 10:00 P.M. to 11:00 P.M. nightly as provided in Article 17.01 (c) of the current Collective Agreement between the Cape Breton District Health Authority and the Canadian Union of Public Employees, Local 2431.

At any time with thirty (30) days notice, either Party may opt out of this Agreement.