

Collective Agreement

Between:

Canadian Union of Public Employees, Local 1933

- and -

South Shore District Health Authority

Term of Agreement: April 1, 2012 to March 31, 2015

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NOTE For ease of reference an asterisk (*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of the service of the Employer and to promote the well-being and the increased productivity of its employees to the end that the public will be well and efficiently served; accordingly the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

Now therefore, the parties agree as follows.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement;

(a) **Bargaining Unit**

means all regular and temporary full-time and part-time employees, and casual employees as provided by this agreement engaged in providing the Addiction Services Program of the South Shore District Health Authority but excluding those persons represented by other bargaining agents, those persons included in a bargaining unit of employees of the Employer engaged in providing services other than the Addiction Services Program and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act;

(b) **Seniority**

of employees as of April 1, 1997 is defined as the length of continuous employment dating from the last date of appointment to the current Employer or predecessor Employer. All employees will accumulate seniority after April 1, 1997 for continuous employment in the bargaining unit. Effective the date of signing of this Agreement, regular employees will accumulate seniority for continuous employment in the bargaining unit from date of appointment as a regular employee, or from their date of appointment as a temporary employee where the employee was immediately appointed to a regular position with no break in employment.

(c) **Daily rate of pay**

means an employee's bi-weekly rate divided by ten (10).

- (d) **Employee**
means a person who is included in the bargaining unit.
- (e) **Employer**
means the South Shore District Health Authority.
- (f) **Holiday**
shall be defined as the twenty-four (24) hour period commencing at 12:01 a.m. and concluding at 11:59 p.m.
- (g) **Leave of absence**
means absent from work with permission.
- (h) **Lockout**
includes the closing of a place of employment, a suspension of work or a refusal to continue to employ a number of employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (i) **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.
- (j) **Strike**
includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding for the purpose of compelling the Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- (k) **Union**
means the Canadian Union of Public Employees.
- (l) **Temporary employee**
 - i) is an employee in a position designated to be in excess of twenty consecutive working days but not to exceed twenty-four (24) months. A temporary employee shall qualify, subject to eligibility, for other benefits of this Collective Agreement on a proportionate basis to the regular hours paid.

- ii) a temporary position may be terminated at any time at the sole discretion of the Employer with ten (10) days notice in writing to the employee prior to termination. The employer will notify the Union when an employee is terminated.
 - iii) Where less notice in writing is given than is provided, employees shall continue to receive pay for the number of days prior to the date of termination. An employee employed in a position in a temporary basis shall be given the reasons for termination in writing if the employee so requests.
 - iv) Temporary employees with five or more years of accumulated service shall have layoff/recall rights as provided in Article 34.
 - v) Temporary employees shall accumulate seniority based on hours worked and shall include any hours worked as a casual employee where there was no break in employment. For clarity, a break in service shall occur when an employee resigns or is terminated. When a temporary employee returns to work on the expiration of a pregnancy, parental, or adoption leave, or from a period of disability, 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 her employment. If the period of the leave or disability is for 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.
- (m) **Casual employee**
is an employee other than a Regular or Temporary employee who works as required. Except as specifically provided in Appendix "C", the provisions of this Collective Agreement do apply to Casual employees.
- (n) **Regular Employee**
is an employee hired to work indefinitely who is appointed to a position on an on-going basis on a full-time or part-time basis.
- (o) **Working Days**
means Monday through Friday exclusive of any holidays recognized in the collective agreement.

1.02 Service

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

- (a) total accumulated months of employment for employees where appointments have been made by the Employer and includes recognized service within the predecessor Employer prior to April 1, 1997.
- (b) Notwithstanding Article 1.02(a), except as otherwise provided in this Agreement, no service and therefore no service related benefits shall be credited to an employee who does not receive pay for in excess of ten (10) days during that calendar month.
- (c) Service related benefits are vacation, sick leave, Retirement Allowance, and Severance Allowance.
- (d) In the event the Employer hires a regular or temporary employee to a regular or temporary position to commence work within twelve (12) months of the Employee leaving employment with any of the Employers listed below, when the Employee has not been terminated for cause, the Employee shall have service with the previous Employer recognized for vacation entitlement, increment placement, retirement and severance allowance. Employees who have retired and received a retirement allowance from the previous Employer shall not have their previous service recognized with the new Employer for the purpose of retirement allowance. 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.
- (e) Effective the date of signing of this Agreement, in the event the Employer hires a regular employee to a regular position to commence work within twelve (12) months of the Employee leaving employment with any of the Employers listed below, when the Employee has not been terminated for cause, she shall have seniority with the previous employer recognized. In such event, the employee's seniority date shall be moved forward by the amount of time spent outside the DHA bargaining units listed below. Effective the date of signing of this Agreement, if the Employer hires a temporary employee as a temporary or casual employee within six (6) months of the employee leaving employment with any of the Employers covered by this Agreement, and provided the employee was not terminated for cause, the employee shall have temporary seniority with the previous Employer recognized. The Employers listed for the purpose of this article are District Health Authorities 1, 2, 3, 4, 5, 6, 7 and 8.

1.03 Gender

Unless any provision of this Agreement otherwise specifies, words importing to the masculine gender shall include females and vice versa.

1.04 Classification Groupings

The following classification grouping shall be used in the interpretation of this collective agreement:

“Nursing Classifications” are the following: Nurse Rehabilitation Counsellor.

“Healthcare Classifications” are the following: Clinical Therapist, Community Health Worker, Prevention and Health Promotion Coordinator II, Counsellor.

“Clerical Classifications” are the following: Secretary 1 and Secretary 2.

1.05 For the purpose of this Agreement, **“District Health Authorities”** refers to the following Employers:

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

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive Bargaining Agent for all employees in the Bargaining Unit.

2.02 No Discrimination for Union Activity

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

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination

The Union and the Employer support a workplace free of discrimination. The Employer or any person acting on behalf of the Employer shall not refuse to continue to employ any employee or otherwise discriminate against any employee on the basis of the prohibited grounds as set out in the Human Rights Act except as authorized by the Human Rights Act or other applicable legislation.

3.02 Harassment

The Employer shall provide and the Union and employees shall support a workplace free from harassment including personal, sexual and harassment based on the protected grounds as set out in the Human Rights Act. The Employer shall maintain a policy on workplace harassment.

ARTICLE 4 - APPLICATION

4.01 Application

This Agreement including each of the Memoranda of Agreement and the Appendices which are attached applies to and is binding on the Union, the employees, and the Employer.

ARTICLE 5 - FUTURE LEGISLATION

5.01 Future Legislation

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

5.02 Conflict With Policy

A provision in this Agreement that conflicts with an Employer policy prevails over the Employer policy.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Management Rights

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

6.02 Consistent Application

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

6.03 Delegation of Authority

The Employer reserves the right to delegate any authority provided under this Agreement.

ARTICLE 7 - RIGHTS AND PROHIBITIONS

7.01 No Lockout or Strike

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

7.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, an illegal strike by its members or any of them who are governed by the provisions of the Trade Union Act.

7.03 Emergency Services

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

ARTICLE 8 - PROVISION OF BULLETIN BOARD SPACE

8.01 Bulletin Boards

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

8.02 Distribution of Union Literature

The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

8.03 Computer Access

Where possible, providing no additional costs are incurred by the Employer, authorized representatives of the Union shall be granted computer access for the purpose of distributing Union notices to members of the bargaining unit.

ARTICLE 9 – INFORMATION

9.01 Copies of Agreement

The Employer and the Union agree to share equally in the cost of reproducing the Collective Agreement. The Employer agrees to distribute copies of Collective Agreement to all members of the Bargaining Unit.

9.02 Letter of Appointment

Upon hiring or change of status, the employee and the Union shall be advised in writing of the employee's classification pay grade and employment status.

9.03 Employer to Acquaint New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect including the conditions of employment set out in the articles concerning checkoff and stewards. The Employer shall provide each new employee with a copy of the Collective Agreement.

(b) **Distribution of Union Literature**

The Employer agrees to allow the Union up to twenty (20) minutes during employee orientation to distribute union literature related to the orientation of new union members.

9.04 Position Descriptions

The following provisions shall apply to providing and revising position descriptions:

- (a) The Employer shall, upon request by an Employee in a position that has existed for six (6) months or more, provide a signed, official position description outlining the duties and responsibilities assigned to that Employee's position;
- (b) Where a position has been newly created and an official, signed position description is unavailable, the Employer shall, upon request by an Employee in that position, provide a general description of the position outlining the duties and responsibilities assigned to the position;
- (c) Copies of all official position descriptions or general descriptions provided to Employees shall also be provided to the Union;
- (d) The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals, but under no circumstances shall that interval be in excess of four (4) years.

9.05 Training

The Employer shall continue to make available appropriate training programs to enable employees to perform the present and future duties of their position more effectively.

9.06 Bargaining Unit Information

With reasonable notice, the Employer agrees to provide the Union information relating to employees in the bargaining unit as may be reasonably required by the Union for the purpose of collective bargaining and administration of the Collective Agreement.

ARTICLE 10 – APPOINTMENT

10.01 Probationary Period

A newly hired employee shall be appointed to a position on a probationary basis for a period not to exceed twelve (12) calendar months.

10.02 Confirmation of Permanent Appointment

- (a) The Employer may, after an employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment.
- (b) The Employer shall, after the employee has served in a position on a probationary basis for a period of twelve (12) months, confirm the appointment.

10.03 Termination of Probationary Appointment

The Employer may terminate the employment of a probationary employee at any time.

10.04 Notification of Appointments and Terminations

The employer shall advise the Union within twenty (20) days of the appointment, termination or change of status of each employee in the Bargaining Unit.

10.05 Secondment

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

ARTICLE 11 - JOB POSTING

11.01 Job Posting

- (a) Where the Employer determines that the position is to be filled and:
 - (i) A regular vacancy exists; or
 - (ii) A new regular position is created; or
 - (iii) A temporary vacancy exists as a result of a leave of absence of four (4) months or more;

a notice shall be posted for a minimum of ten (10) calendar days on all bulletin boards designated for posting in buildings where employees of the bargaining unit work.

- (b) The Employer reserves the right to post simultaneously such positions internally and externally.
- (c) Only those postings which cannot be filled by a bargaining unit employee who meets all of the requirements of the job will be filled by a non-bargaining unit employee.
- (d) Where the Employer decides to award a position to the senior qualified applicant, it may do so without conducting interviews.
- (e) Except for circumstances as outlined in 11.03, regular employees appointed to temporary positions as outlined in 11.01 (a)(iii) shall be required to complete six (6) months or the entire term of the position whichever is lesser unless the employee is the successful candidate for a regular position. Except for circumstances as outlined in 11.03, Appendix "C", a casual or temporary employee shall be required to complete the entire term of the position unless the employee is the successful candidate for a regular position. This provision shall not apply to employees in temporary positions under the provisions of Article 34.
- (f) Upon request, an employee will be provided with the reasons why they were not the successful candidate.
- (g) The Employer will fill posted positions within sixty (60) calendar days of the closing of a posting.

11.02 Filling Vacancies

(i) Temporary Positions

Where it is determined by the Employer that:

- (a) two or more applicants for a position in the bargaining unit are qualified; and
- (b) those applicants are of relatively equal merit,

preference in filling that vacancy shall be given to the applicant with the greatest length of seniority.

(ii) Regular Positions

Where it is determined by the Employer that:

- (a) two or more applicants for a position in the bargaining unit are qualified; and
- (b) those applicants are of relatively equal merit,

preference in filling that vacancy shall be given to the applicant with the greatest length of regular seniority. If there are no qualified regular employees, temporary and casual applicants shall be considered over external candidates.

11.03 Trial Period

The successful applicant for promotion to a new or vacant position shall be placed on a trial period for the first four hundred and ninety five (495) hours worked (excluding any hours that an employee does not work due to an approved leave of absence) the employee works in the new position. If the successful applicant proves unsatisfactory in the new position during the trial period or wishes to return to her former position, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall be returned to her same position and salary without loss of seniority.

11.04 Return to Former Position

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

period. Failure of the employee to achieve the required qualifications within the agreed time period or any mutually agreed extension to such time period, will, notwithstanding Article 34.12, result in their being given a lay-off notice and otherwise being subject to the lay-off/recall provisions under Article 34.

- (c) Where appropriate, the Employer may (but shall not be obligated to) offer financial or other support to such employees to assist them in obtaining the required qualifications.

ARTICLE 12 - CHECKOFF

12.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues or assessment uniformly applied to a bargaining unit employees from the bi-weekly pay of all employees in the bargaining unit.

12.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 12.01.

12.03 Religious Exclusions

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

12.04 Remittance of Union Dues

The amounts deducted in accordance with Article 12.01, shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

12.05 Liability

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

12.06 Professional and Association Dues

Upon request of an employee, 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 her position. It is the responsibility of the employee to ensure that all registration information is currently submitted to her Association within the submission deadline.

ARTICLE 13 - STEWARDS

13.01 Recognition

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

13.02 Notification

- (a) The Employer and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations;
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

13.03 Servicing of Grievances

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

13.04 Presence of Union Steward at Meeting

An employee may request that a Union Steward be present at a meeting with management where the Employer expects to be seeking information from the employee that could lead to disciplinary action against the employee. Such requests will not be unreasonably denied. Arrangements for the attendance of a Steward at such meetings shall be made in accordance with Article 13.03(b). Where management intends to interview an employee for disciplinary purposes, management shall notify the employee in advance of the purpose and reasons

for the interview, in order that the employee may contact a Steward, provided that this does not result in an undue delay of the appropriate action being taken.

ARTICLE 14 - TIME OFF FOR UNION BUSINESS

14.01 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 Canadian Union of Public Employees, its affiliated or chartered bodies, shall be eligible for leave of absence without pay.

14.02 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant leave with pay for not more than two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

14.03 Arbitration

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

- (a) Summoned to attend as a witness before an arbitrator;
- (b) Meeting with management in joint consultation as prescribed by Article 28.

14.04 Grievance Meetings

Where operational requirements permit, and on reasonable notice, the Employer shall grant leave with pay to an employee for the purpose of attending grievance meetings with the Employer. Where the employee is required to travel to meet the convenience of the Employer for the location of the grievance meeting, the employee shall be provided with reasonable travel time and expenses in accordance with Article 29.

14.05 No Loss of Service

For the purpose of this Article, approved special leave without pay shall not be subject to the provisions of Article 1.02(b).

14.06 Leave of Absence for Full-Time Union President

- (a) An employee who intends to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring such intention to seek the full-time office of President.
- (b) An employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purpose of paragraphs (b) and (c), the leave of absence shall commence on July 1 and end on June 30.
- (e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of his/her term of office, the employee shall be reinstated in the position he/she held immediately prior to the commencement of leave or in a position mutually agreed upon by the employee and the Employer, at a salary level commensurate with the position previously held.
- (h) Notwithstanding paragraph (b) or any provision of the collective agreement to the contrary, the period of leave shall be deemed to be continuous service with the Employer for all purposes.
- (i) Notwithstanding the provisions of the collective agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- (j) The union shall reimburse to the Employer the Employer's share of contributions for E.I. premiums, CPP, Superannuation and group insurance premiums made on behalf of the employee during the period of leave of absence.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

Employees are classified as indicated at Appendix "A" which shall form part of the agreement.

- (a) For the employees in classification Group A, the hours of work shall be seventy (70) hours per two (2) week period, normally consisting of ten (10) seven (7) hour shifts inclusive of two (2) paid fifteen (15) minute rest periods and exclusive of one (1) unpaid sixty (60) minute meal period;
- (b) For the employees in classification Group B, the hours of work shall be seventy (70) hours per two (2) week period, normally consisting of ten (10) seven (7) hour shifts inclusive of two (2) paid fifteen (15) minute rest periods and exclusive of one (1) unpaid sixty (60) minute meal period. Clinical Therapists in classification Group C and employees in classification Group B are excepted from the application of overtime in Article 16; or
- (c) For the employees in classification Group C , the hours of work shall be seventy-five (75) hours per two (2) week period, normally consisting of ten (10) seven and one half (7.5) hour shifts inclusive of two (2) paid fifteen (15) minute rest periods and exclusive of one (1) unpaid thirty (30) minute meal period. During break Counsellors are required to remain available in the work unit. If a Counsellor is called to work during the designated breaks, Article 15.11 Recall During Meal or Rest Breaks applies.

15.02 Maintaining Coverage

Employees agree to maintain coverage which, in the opinion of the Employer, is adequate during the shift change, meal periods and rest periods.

15.03 Variation in Hours of Work

The Union and the Employer may agree to implement hours of work, including a twelve (12) hour shift, which are different than those set out in the Appendices for each operational unit. In such circumstances, a memorandum of agreement shall be executed, shall form part of this agreement and shall take precedence over the hours of work as set out in this agreement.

15.04 No Guarantee of Hours

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

15.05 Work Schedules

- (a) The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period.
- (b) The Employer shall provide each shift employee one weekend off in three (3).
- (c) During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two week period shall be consecutive days off.
- (d) The Employer shall provide that no employee is scheduled to work more than five (5) consecutive night shifts in a two week period.
- (e) This does not preclude shift arrangements acceptable to both Employer and employee(s) in variance to the foregoing.

15.06 Rotation of Shifts

- (a) Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally.
- (b) The Employer and the Union may agree to other shift combinations that result in an average standard hours of pay in each two week period.

15.07 Exchange of Shifts

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

15.08 Variance in Hours

The Employer may vary the scheduled hours and days of work in a position, the duties and nature of which may require varied hours and days of work, subject to the provisions of this Article.

15.09 Posting of Shift Schedules

- (a) Schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer shall make every reasonable effort not to change shifts. If the Employer changes the shift schedule within forty-eight (48)

hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform employees of the shift changes made to the posted schedules.

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

15.10 Meal & Rest Periods

- (a) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow the employee to have designated meal and rest period(s) at regular intervals during the scheduled shifts. Employees shall be permitted to combine meal and/or rest period(s) where operational requirements permit.
- (b) On shifts where the workload will not permit, employees may have to take their meal period(s) and/or rest period(s) on the work unit or in the facility.

15.11 Recall During Meal or Rest Periods

If, due to operational requirements, an employee is required to miss a designated meal or rest period or part thereof and the total break period cannot be granted during the shift, the total meal or rest period shall be compensated at the applicable overtime rates or time off at a mutually agreeable time.

15.12 Flexible Working Hours

The Employer shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule, if the Employer is satisfied that an adequate number of employees in the unit have requested and wish to participate in such a schedule.

15.13 Modified Work Week

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

15.14 Deviations from Scheduled Hours

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

15.15 Return to Regular Times of Work

In the event that a modified work week or flexible working hours systems provided for in Articles 15.12 and 15.13:

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

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

15.16 Conversion of Hours

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

- calculation of service under Article 1.02(b)
- annual vacation entitlement
- vacation carry over
- paid holidays under Article 19.01
- leave for birth of child
- leave for family illness
- leave for emergency
- leave for medical/dental appointments
- sick leave
- acting pay qualifying period
- rest periods

15.17 Charge Premiums

Any employee, in the absence of their Manager or Supervisor designated as being "in-charge" shall be paid a premium of \$0.70 per hour.

ARTICLE 16 – OVERTIME

16.01 Exception to Overtime Provision

- (a) Notwithstanding any of the provisions in this Article, overtime does not apply to Clinical Therapists, Community Health Workers, and Prevention & Health Coordinators who shall be granted straight time off in lieu of authorized overtime to be taken at a mutually agreed time.
- (b) Where operational requirements do not permit an employee who is excluded from overtime entitlement under Article 16.01(a) to be granted time-off with pay in lieu of overtime hours worked within a twelve (12) month period, he/she shall be entitled to receive compensation for such accumulated hours. Compensation will be paid once per year, at the employee's regular straight time rate of pay in respect to the hours accumulated as of March 1st in any year for which time-off has not been granted.

16.02 Definitions

In this Article and Article 19:

- (a) "Overtime" means authorized work in excess of an employee's regular work day or the normal bi-weekly hours for employees whose hours of work are set out under the provisions of Article 15.
- (b) "time and one-half" means one and one-half (1½) times the straight time rate calculated by the formula:

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

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

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

16.03 Allocation of Overtime

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

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) where overtime is predictable, employees shall be provided with a minimum of four (4) hours notice.

16.04 Overtime Eligibility

An employee must work at least twenty (20) minutes beyond his normal shift before being eligible for overtime compensation.

16.05 Overtime Meal Allowance

- (a) An employee, who works a minimum of three (3) hours' overtime immediately following his scheduled hours of work and where it is not practical for him to enjoy his usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he may take a meal break either at or adjacent to her/his place of work. Under such conditions he shall be reimbursed her/his expenses for one (1) meal in the amount of \$15.00, except where free meals are provided.
- (b) If the employee continues to work beyond three (3) hours' overtime, a further meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.
- (c) An employee who is called back to work under the provisions of Article 17.04 shall be provided with a meal break and allowance (or meal), in accordance with (a) above after the first four (4) hours worked and upon completion of every four (4) hours thereafter.

16.06 Overtime Compensation

Employees working overtime shall be compensated at the rate of one and one half (1½T) times the regular hourly rate for the overtime worked. An employee who works in excess of four (4) hours overtime in any one day shall be compensated at the rate of two times (2T) the regular hourly rate for the overtime worked which shall include the first four (4) hours at double time.

16.07 Computation of Overtime

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

16.08 Form of Compensation

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

16.09 Carry Over of Overtime

- (a) Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.
- (b) Where operational requirements permit, the Employer may, with mutual agreement of the Employee, authorize an extension of time limits provided in (a) above.

16.10 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work, established in accordance with Article 15, in order to equalize any overtime worked.

16.11 Daylight Saving Time

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

16.12 Union Consultation

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

ARTICLE 17 - STANDBY AND CALL-BACK*

17.01 Standby Compensation*

- (a) Employees, who are required by the Employer to standby shall receive standby pay of thirteen dollars and fifty cents (\$13.50) for each standby period of eight (8) hours or less. This premium shall increase to sixteen dollars and twenty-one cents (\$16.21) per period of eight (8) hours or less effective March 31, 2015.

- (b) Employees who are required by the Employer to standby on a Holiday as listed in Article 19.01 shall receive twenty-seven dollars (\$27.00) for each standby period of 8 hours or less. This premium shall increase to thirty-two dollars and forty cents (\$32.40) per period of eight (8) hours or less effective March 31, 2015.

17.02 Limit on Standby

Employees shall not be required to standby more than one (1) weekend in three (3).

17.03 Employee Availability

- (a) An employee designated for standby duty shall be available during her/his period of standby duty at a known telephone number or pager number and be able to report for duty as quickly as possible if called.
- (b) The Employer, at its own expense, will supply pagers or cellular phones, in good working condition, to members of the bargaining unit who are designated for standby duty.

17.04 Call-back Compensation

An employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked, or the applicable overtime rate, whichever is the greater. Any subsequent call during the four (4) hours call-back period shall be considered part of the same call-back except in respect of call-back transportation allowance. The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.

17.05 Transportation Allowance

Employees called back shall have either their taxi fare paid to a maximum of ten (\$10.00) per call each way or be paid their applicable kilometre allowance. Receipts will be required for a taxi fare reimbursement.

17.06 Rest Interval After Callback

The Employer shall provide at least six (6) hours between the time an employee completes a period of callback and the commencement of the employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the employee shall not be entitled to a six (6) hour rest interval. If mutually agreeable between the employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

17.07 Compensation Where Rest Interval Not Taken

Subject to Article 17.06, where, because operational requirements do not permit or where mutually agreeable variations between the employee and the Employer are not acceptable, the six (6) hour rest period, pursuant to Article 17.06, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half ($1\frac{1}{2}T$).

ARTICLE 18 – VACATIONS

18.01 Annual Vacation Entitlement

- (a) An employee shall be entitled to receive annual vacation leave with pay:
 - (i) each year during his/her first forty-eight (48) months of service at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of service; and
 - (ii) each year after forty-eight (48) months of service at the rate of one and two-thirds ($1\frac{2}{3}$) days for each month of service; and
 - (iii) each year after one hundred and sixty-eight (168) months of service at the rate of two and one-twelfth ($2\frac{1}{12}$) days for each month of service; and
 - (iv) each year after two hundred and eighty-eight (288) months of service at the rate of two and one-half ($2\frac{1}{2}$) days for each month of service.
- (b) An employee who, as of April 1, 1999, has achieved at least thirty six (36) months of service towards earning entitlement to more vacation than provided for in Article 18.01(a) by virtue of her terms and conditions of employment with the Employer in effect on October 31, 1997, shall retain that entitlement. Any future increase in vacation entitlement for such employees shall be pursuant to Article 18.01(a).

18.02 Vacation Year

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

18.03 Authorization

An employee shall be granted vacation leave at such time during the year as the Employer determines.

18.04 Vacation Scheduling*

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of his/her vacation preference as soon as possible for the following vacation year but before February 15th in each year. The Employer will respond in writing by March 15th indicating whether or not the employee's vacation request is authorized.
- (b) Preference of vacation schedule shall be given to those employees with greater seniority as defined in Article 1.01 (b); however, where an employee transfers into one work unit from another work unit, such employee shall exercise their seniority in selecting vacation for any requests that fall beyond a 6 month period from the date the employee transferred into the unit. Notwithstanding the foregoing, such employee shall not be permitted to use his/her seniority upon transfer into the work unit where it conflicts with another employee's approved vacation.
- (c) Notwithstanding (b) above, during the period of June 1st to September 15th an employee may only exercise his/her seniority for three (3) blocks of vacation where there is a conflict in vacation requests. For the purpose of this Article only, a "block" shall be defined as a shift or consecutive shifts.
- (d) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest seniority.
- (e) After the vacation schedule is posted, if operational requirements permit, further requests for vacation leave shall be considered on a first come first served basis. If two employees apply for vacation on the same day, preference shall be given to the employee with the greatest seniority.

18.05 Employee Request

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

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

18.06 Unbroken Vacation

Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee his request to enjoy his vacation entitlement in a single unbroken period of leave.

18.07 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Employer, be carried over to the following year, and shall be paid out if not used by the close of that year due to operational requirements of the Employer. Request for carry over entitlement shall be made in writing by the employee to the Employer not later than January 31st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee unable to take vacation within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

18.08 Borrowing of Unearned Vacation Credits

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

18.09 Employee Compensation Upon Separation

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

18.10 Employer Compensation Upon Separation

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

18.11 Vacation Credits Upon Death

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

18.12 Vacation Records

An employee is entitled to be informed, upon request, of the balance of their vacation leave.

18.13 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave.

18.14 Reimbursement of Expenses upon Recall

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, subject to the provisions of Article 29, that the employee incurs:

- (a) in proceeding to the employee place of duty; and
- (b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation leave upon completing the assignment for which the employee was recalled.
- (c) In addition to the above, an employee shall be compensated at two (2) times her regular rate of pay for time worked during the period of recall from vacation.

18.15 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 18.13 and 18.14, shall either be added to the vacation period, if requested by the employee or reinstated for use at a later date.

18.16 Illness During Vacation

If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and the employee vacation credit restored to the extent of the sick leave.

ARTICLE 19 – HOLIDAYS

19.01 Paid Holidays

The holidays for employees shall be:

- | | | | |
|-----|----------------|-----|------------------|
| (a) | New Year's Day | (f) | Labour Day |
| (b) | Good Friday | (g) | Thanksgiving Day |
| (c) | Easter Monday | (h) | Remembrance Day |
| (d) | Victoria Day | (i) | Christmas Day |
| (e) | Canada Day | (j) | Boxing Day |
- (k) one (1) additional day in each year that is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) one-half (1/2) day on Christmas Eve Day beginning at 12:00 noon
- (m) any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.
- (n) any other day or part of a day declared by the Federal Government to be a national holiday.

19.02 Exception

Article 19.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

19.03 Holiday Falling on a Day of Rest

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

- (1) the working day immediately following the employee's day of rest;
or
- (2) the day following the employee's annual vacation; or
- (3) another mutually acceptable day between the Employer and the employee.

19.04 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 19.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

19.05 Compensation for Work on a Holiday

Where an employee is scheduled to work on a holiday as defined in Article 19.01, the employee shall receive two and one-half (2 & 1/2) times compensation as follows:

- (a) pay at the rate of one and one half (1.5 x) their regular rate for the hours worked on the holiday; and
- (b) in addition to the pay for the hours worked on the holiday, the employee shall have the option to have the applicable holiday hours pay pro-rated in accordance with Article 15.01 and Article 38.02 for the day of the holiday or equivalent time off in lieu at a mutually agreed time.
- (c) Time off for banked holiday credits shall be granted at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell, or scheduled at a time mutually agreed between the Employee and the Employer at a later date.

19.06 Overtime on a Holiday

An employee is entitled to compensation two point three-three (2.33) times her regular rate of pay for overtime worked on a paid holiday, as defined in Article 19.01, calculated in accordance with the provisions of Article 16.02, based on the employee's regular bi-weekly rate of pay in effect for the regular shift prior to the period in which the overtime is worked.

19.07 Christmas or New Year's Day Off

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

19.08 Illness on a Paid Holiday

- (a) An employee who is scheduled to work on a paid holiday, as defined in Article 19.01, and who is unable to report for work due to a reason covered by Article 22.01 shall receive sick leave for that day and shall be granted time off in lieu of the holiday at a mutually acceptable time prior to

the end of the second (2nd) calendar month immediately following the month in which the holiday fell.

- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 19.08(a), compensation shall be granted at the employee's regular rate of pay for those hours.
- (c) an employee who is on Short Term Illness pursuant to Article 22.02, shall be deemed to have received the holiday pay on the day designated as a holiday.

ARTICLE 20 - SPECIAL LEAVE*

20.01 Special Leave

- (a) Subject to operational requirements, the Employer shall grant a leave of absence without pay for personal reasons. The request will not be unreasonably denied. A request by an employee for a leave of absence without pay for personal reasons in order to pursue alternate employment with another employer may be denied by the Employer or granted by the Employer at its sole discretion. The Employer's discretion in such requests shall be applied consistently.
- (b) The Employer may grant a special leave without loss of regular pay for reasons other than those covered under 20.02 to 20.26 inclusive, for such period as it deems circumstances warrant.
- (c) Employees shall be entitled, during the unpaid leave of absence, to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans, provided the employee pays 100% of the cost of the participation (both the Employer and Employee portion) in the Benefit Plans.
- (d) Employees who, prior to the unpaid leave of absence, were participating in payroll deductions, such as Canada Savings Bonds, at the commencement of the unpaid leave of absence shall be responsible for making specific arrangements with the Employer for continued participation.

20.02 Bereavement Leave*

- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave without loss of regular pay for a period of up to five (5) consecutive working days for each death. Immediate family is defined as father, mother, step-parents, foster parents, brother, sister,

step-sister, step-brother, spouse, child of the employee, father-in-law, mother-in-law, daughter-in-law, son-in-law, step child, guardian or ward of the employee, grandparent, step-grandparent, grandchild, or step-grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) Notwithstanding, an employee's paid leave entitlement for such circumstances will not continue beyond the expiration of seven (7) calendar days commencing midnight following the death. In exceptional circumstances, upon request of the employee, the Employer may agree to divide the period of the bereavement leave or change the commencement date of the leave.
- (c) Every employee shall be entitled to special leave without loss of regular pay up to a maximum of one (1) working day in the event of death of the employee's brother-in-law or sister-in-law, and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- (d) Every employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an aunt, uncle, niece, nephew, foster parents of the spouse of the employee or grandparents of the spouse of the employee. An employee may be granted up to two (2) days for travel without pay for the purposes of attending the funeral.
- (e) The "in-law" and "step-relative" relationships referred to in this provision will only qualify for bereavement leave in cases where it is a current relationship at the time of the death.
- (f) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (g) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to her/his vacation or sick leave credits.
- (h)* In the event that the funeral or internment for any of the Immediate Family listed in (a) does not take place within the period of bereavement leave, the employee may defer the final day of his or her bereavement leave without loss of regular pay until the day of the funeral or internment. The employee shall notify the employer of this deferment at the time of the bereavement leave.

20.03 Court Leave

- (a) Leave of absence without loss of regular pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required:
 - i) to serve on a jury; or
 - ii) by subpoena or summons to attend as a witness in any proceeding held:
 - 1) in or under the authority of a court; or
 - 2) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - 3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Where an employee, as a result of the function the employee fills on behalf of the Employer is required to serve pursuant to Article 20.03(a), on a day other than a regularly scheduled work day, the time spent shall be considered time worked.

20.04 Jury Compensation

An employee given leave of absence without loss of regular pay to serve on a jury pursuant to Article 20.03 (a) shall have deducted from the employee's salary an amount equal to the amount that the employee receives for such jury duty after deduction of reasonable expenses.

20.05 Examination Leave

Where an employee participates in a personnel selection process for a position with the Employer, the employee shall be granted leave of absence without loss of regular pay for the period during which the employee's presence is required for purposes of the selection or promotion process and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. Such leave of absence shall not be considered to be "on the Employer's business", for purposes of expenses incurred under Article 29. Such leave of absence shall be requested by the employee of his supervisor as soon after the requirement of his presence is known.

20.06 Leave for Family Illness

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

20.07 Pregnancy Leave

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (b) A Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) Pregnancy leave shall begin on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (d) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to Article 20.07 (c).

20.08 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 subsequent to the ending of pregnancy leave granted in accordance with Article 20.07, may be granted sick leave in accordance with the provisions of Article 22.

20.09 Pregnancy/Birth Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of pregnancy/birth leave, payment 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 percent (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 percent (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 purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her classification on the day immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy/Birth Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which, when combined with the Pregnancy/Birth Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

20.10 Parental Leave

- (a) An employee who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.

- (b) The parental leave of an Employee who has taken pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave,
 - i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work; and
 - ii) shall end not later than thirty-five (35) weeks after the parental leave began, as determined by the Employee.
- (c) The parental leave for a 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 20.10 (b):
 - 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 thirty-five (35) weeks after the parental leave began and in any case, no later than fifty two (52) weeks after the child or children first arrive in the Employee's home.

20.11 Adoption Leave

- (a) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence without pay for a period of up to thirty five (35) weeks, or more, if required by the adoption agency.
- (b) The Adoption Leave:
 - (i) shall begin on a date determined by the employee coinciding with the arrival of the child or children in the Employee's home; and
 - (ii) shall end not later than thirty five (35) weeks after the leave began or fifty two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
 - (iii) In the case of foreign adoption the leave may begin when the employee arrives in the country of the child(s) origin to complete the adoption process previously initiated in Canada. The Employer may require proof of the need for such leave.
- (c) If both adoptive parents are eligible for such leave under the collective agreement between the Union and the Employer, the provisions of this

Article may be shared between the two employees such that the total leave is not more than 35 weeks.

20.12 Parental/Adoption Leave Allowance

- (a) An employee entitled to Parental or Adoption Leave under the provision of this Agreement, who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) The parental leave allowance of an employee who has taken the pregnancy/birth leave allowance, shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the employee's returning to work.
- (c) In respect to the period of Adoption 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 percent (75%) of his/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 ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of his/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.
- (d) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for his/her classification on the day immediately preceding the commencement of the Parental or Adoption Leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

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

20.13 Proof and Notice of Entitlement

- (a) Prior to approving a Pregnancy Leave or Parental Leave, the Employer may require an employee to provide a certificate from a legally qualified medical practitioner to establish the entitlement of the employee to the Leave, and where applicable, specifying the expected date of delivery.
- (b) To qualify for Adoption Leave, to qualify, the Employer may require an employee to provide proof of the Adoption to establish the entitlement of the employee to the Adoption Leave.
- (c) An employee applying for Pregnancy Leave, Parental Leave or Adoption Leave shall provide the Employer with at least four (4) weeks written notice of the date the employee will begin the leave and the date the employee will return to work upon completion of the leave unless the employee indicates the employee will take the maximum leave to which the employee is entitled.
- (d) Where notice as required under Article 20.13(c) 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.

20.14 Resumption of Work

When a Employee reports for work upon the expiration of a Pregnancy Leave, Parental Leave 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 with not less than the same wages and benefits, with no loss of seniority or benefits accrued to the commencement of the leave.

20.15 Participation in Benefit Plans

Subject to the terms of individual benefit plans, while an employee is on Pregnancy Leave, Parental Leave or Adoption Leave, the Employer shall allow participation in medical, disability, group life and pension benefit plans. The

employee and the Employer will each continue to pay their share of the premium costs for maintaining coverage during the period of Leave.

20.16 Service and Seniority

While on Pregnancy Leave, Parental Leave or Adoption Leave, an Employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Leave shall not be used for the purposes of calculating vacation leave credits.

20.17 Leave Deferral

If an Employee is entitled to Pregnancy Leave, Parental Leave 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.

20.18 Leave for Birth of Child or Adoption

- (a) Where an employee's spouse gives birth to a child, the employee shall be granted special leave with pay up to a maximum of one (1) day. This leave may be divided into two (2) periods and be granted on separate days.
- (b) An employee shall be granted one (1) day special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents are eligible for such leave under this agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) day.

20.19 Leave for Emergency

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

20.20 Leave for Personal Preventive Care

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

20.21 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
 - ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - iii) otherwise deemed to be leave without pay.
 - iv) Notwithstanding 20.21(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 20.21(a)(i), (ii) or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the immediate supervisor that every reasonable effort has been made by the employee to arrive at the employee's work station at the scheduled time.
- (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 20.21 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 20.21 (b) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees.

20.22 Leave for Public Office

- (a) Where an employee is granted time off work as a result of elected activity for the Federal, Provincial or Municipal Governments, such a leave of absence shall be granted without pay for a non renewable maximum period of five years upon written request from the employee.
- (b) Employees who have been granted a leave for public office shall return to the same or comparable position with not less than the same wage rates.
- (c) Employees who have been granted a leave for public office shall suffer no loss of seniority or benefits accrued to the commencement of the leave.

Subject to the eligibility criteria of particular plans, while on leave for public office, employees shall be entitled to Pension credits for service and to Medical and Health benefits, LTD coverage and Life Insurance coverage. The employee shall be responsible for the full cost of any premiums or contributions required to maintain such plans during a leave for public office.

20.23 Military Leave

- (a) Where operational requirements permit, an employee may be granted leave of absence without loss of regular pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.
- (b) An employee who is given leave of absence with pay pursuant to this Article shall have deducted from his salary an amount equal to the amount paid by the Department of National Defence to him as salary.
- (c) Where an employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, the employee shall receive vacation with pay from the Employer notwithstanding amounts paid to him by the Department of National Defence.

20.24 Prepaid Leave

Regular employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions as follows:

(a) Purpose

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

(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 covered by the collective agreement.

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

(c) Eligibility

Any regular employee is eligible to participate in the Plan.

(d) Application

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

(e) Leave

- i) The period of leave will be from six (6) months to a maximum of one (1) year.
- ii) On return from leave, the employee will be assigned to the employee's same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.
- iii) After the leave, the employee is required to return to regular employment with the Employer or an employer that participates in the same or a similar salary deferral arrangement for a period that is not less than the period of leave.

(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 the employee's salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave.

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

(g) Benefits

- i) 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 the employee not been enrolled in the Plan.
- ii) An employee's benefits will be maintained by the Employer during the employee's leave of absence; however, the premium costs of all 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 the employee not been enrolled in the Plan.
- iv) N.S.A.H.O. Pension Plan deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.

- v) N.S.A.H.O. Pension Plan deductions shall be made on the salary the employee would have received had the employee not entered the Plan or gone on leave.
- vi) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

(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) In the event of withdrawal, the employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
- iii) An employee who is laid off during the deferral period will be required to withdraw 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 within two (2) bi-weekly pay periods upon notice to the Employer.

(i) Written Contract

- i) All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- 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.

20.25 Compassionate Care Leave

Employees shall be entitled to compassionate care leave in accordance with the Labour Standards Code.

20.26 Education

(a) Education Leaves

- (i) At the Employer's discretion, the Employer may grant a leave of absence for an educational leave which may be fully subsidized, partially subsidized, or granted with no financial assistance.
- (ii) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
- (iii) It is understood and agreed that if training and/or educational leave is required by the employer it is considered work time in accordance with the applicable provisions of this agreement. The Employer will pay for any required tuition and books.
- (iv) Leaves of absence for education purposes shall not be unreasonably denied.
- (v) Subject to the terms of individual benefit plans, while an employee is on Education Leave, the Employer shall allow participation in medical, disability, group life and pension benefit plans. The employee and the Employer will each continue to pay their share of the premium costs for maintaining coverage during the period of Leave.
- (vi) When an Employee reports for work upon the expiration of a Education 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 with not less than the same wages and benefits, with no loss of seniority or benefits accrued to the commencement of the leave.

(b) Roles and Responsibilities

The following is an outline of the roles and responsibilities of the Employer and employees for staff training and development.

- (i) The Employer is responsible for:
 - providing advice and consulting services in identification of needs, and selection, design, conduct and evaluation of training and development programs;
 - coordinating, developing, and contracting training and development programs to meet service-wide needs;

- developing comprehensive human resource development policies which meet the requirements of the Employer;
- developing service-wide systems for the planning, control, delivery and evaluation of training and development;
- identifying the training requirement of employees in order to meet operational needs and policy objectives; and
- making arrangements and providing training and education to meet identified needs.

(ii) The employees are responsible for:

- acquiring the knowledge and skills necessary to perform their present jobs effectively;
- identifying, in conjunction with the Employer, areas in which their knowledge and skills are, or may be, deficient;
- participating in training activities provided by the Employer (which may include formal training programs and/or on-the-job training and experience); and
- ensuring that job knowledge and skills once outlined are maintained.

20.27 Orientation

The Employer recognizes the need for an Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the employees involved.

ARTICLE 21 - GROUP INSURANCE

21.01 Group Insurance

So long as the plan allows, the Employer will continue to participate with employees in the provision of the NSAHO group life, medical and dental plans. The Employer agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement.

ARTICLE 22 - SICK LEAVE

22.01 General Illness Leave Benefit

- (a) An employee who is unable to perform her/his duties because of illness or injury for a period not exceeding three (3) consecutive work days may be

granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.

- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new employee who is appointed subsequent to April 1 shall have her/his maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service she/he will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

22.02 Short-Term Illness Leave Benefit

- (a) An employee who is unable to perform her/his duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
 - i) for employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;
 - ii) for employees with one (1) or more years of service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence;
 - iii) Employees with credits from accumulated sick leave bank that was grandparented in 1985 from previous employment in the civil service, may top-up each day of benefits granted at 75% of normal salary on the basis of one-half ($\frac{1}{2}$) day sick leave bank deduction per day of top-up.
 - iv) The first three (3) days shall be deducted from the General Illness bank of eighteen (18) days.
- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 22.02(a) applicable during the year in which the short-term illness commenced.

22.03 Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article 22.02.
- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.
- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.
- (d) The provisions of Article 22.03(c) shall not apply to an employee who has returned to work for a trial period. In such a case, the employee will be considered to be within the original short-term leave period as defined in Article 22.02. Trial period shall be determined by the Employer in consultation with the Union, but in no case shall the trial period exceed three (3) months.

22.04 Benefits Not Paid During Certain Periods

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

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for Union business pursuant to Article 14 of the Agreement or in the case of circumstances covered under Article 22.05.

22.05 Benefits/Layoff

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

- (b) During the period an employee is on layoff status, she shall not be entitled to benefits under Article 22 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, she shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 22.05 shall include any benefits payable in accordance with the Long Term Disability Plan.

22.06 Long-Term Disability

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

22.07 Deemed Salary

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

22.08 Proof of Illness

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

22.09 Unearned Credits Upon Death

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

22.10 Sick Leave Records

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

22.11 Alternate Medical Practitioner

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

22.12 Alcohol, Drug, Nicotine and/or Gambling Addiction

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcohol, drug, nicotine and/or gambling addiction, to undergo a coordinated program directed to the objective of their rehabilitation.

22.13 Ongoing Therapy

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

22.14 Confidentiality Of Health Information

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

ARTICLE 23 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

23.01 Employee Performance Review

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read. An employee shall be entitled to a minimum of two (2) working days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

23.02 Notice of Performance Improvement Requirements

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

23.03 Record of Disciplinary Action

An Employee who has been subject to disciplinary action other than suspension may, after twenty four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that the 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 twenty four (24) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

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.

23.04 Employee Access to Personnel File

- (a) The Employer shall keep an employment file of every employee in its employ. Upon reasonable notice to the Employer, the employee's employment file shall be available to the employee for viewing during regular business hours at a mutually agreeable time. The employee may have a Union representative present when viewing the file.
- (b) The Employer and the Union agree that the contents of an employee's employment file shall be treated with the strictest confidence.
- (c) The Employer agrees that employee health information shall be treated with the strictest confidence. The Employer shall designate the position(s) responsible for the management of such confidential information and shall inform the Union accordingly.
- (d) The Employer agrees not to introduce as evidence in any proceeding involving an employee any document from the Employment File of an employee the contents of which the employee was not aware at the time of filing.

- (e) Where any comment, note, or other report concerning the performance or conduct of an employee is entered in an employee(s) Employment File, the employee shall be given an opportunity to review such document and to attach comments related to the comment, note or report.

ARTICLE 24 - DISCIPLINE AND DISCHARGE

24.01 Just Cause

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

24.02 Notification

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

24.03 Grievances

Where an employee alleges that he has been suspended or discharged in violation of Article 24.01, he may within ten (10) days of the date on which he was notified in writing or within twenty (20) days of the date of his suspension or discharge, whichever is later, invoke the grievance procedure at Step (3) Three.

24.04 Reinstatement

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

ARTICLE 25 - NOTICE OF RESIGNATION

25.01 Notice of Resignation

If an employee desires to terminate their employment, the employee shall forward a letter of resignation to the Employer not less than two (2) weeks prior to the effective date of termination, provided however that the Employer may accept a shorter period of notice.

25.02 Failure to Give Notice

An employee who fails to give notice required by Article 25.01, shall be struck from the payroll effective the day the employee is absent without leave, and shall have deducted from monies owed by the Employer, a sum equivalent to the salary payable to the employee for the period of notice which the employee failed to work.

25.03 Absence Without Permission

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

25.04 Withdrawal of Resignation

An employee who has terminated employment through resignation, may withdraw the resignation within three (3) working days of the time it has been acknowledged by the Employer pursuant to Article 25.01.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 Grievances

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

- (a) An employee(s) who has a grievance shall first discuss the matter with the immediate supervisor no later than twenty-five (25) days after the date on which the circumstances giving rise to the grievance occurred or the date on which the employee became aware of the circumstances. The employee(s) may have a Steward present if so desired.
- (b) The supervisor shall answer the dispute within two (2) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (d) In each of the following steps of the grievance procedure, the person designated by the Employer as the first, second, or third level of the grievance procedure shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

26.02 Union Approval

An employee is not entitled to present a grievance unless the employee has the approval in writing of the Union or is represented by the Union.

26.03 Grievance Procedure

The following grievance procedure shall apply:

Step One

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

Step Two

Within ten (10) days from the expiration of the ten (10) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to Employer's designate at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) days from the date on

which the grievance was received at Step 2, the grievance may be submitted to Step 3.

Step Three

Within ten (10) days from the expiration of the ten (10) day period referred to in Step 2, the grievance may be submitted in writing to the Chief Executive Officer or designate accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The Chief Executive Officer or designate shall reply to the grievance in writing within fifteen (15) days from the date the grievance was submitted to Step 3.

26.04 Grievance Mediation

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

26.05 Union Referral to Arbitration

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may refer the grievance to arbitration under Article 27.

26.06 Union Representation

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

26.07 Time Limits

In determining the time in which any step under the foregoing proceedings or under Article 27 is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

26.08 Amending of Time Limits

The time limits set out in the grievance procedure or under Article 27 may be extended by mutual consent of the parties to this Agreement.

26.09 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be referred directly to Step 3 of the grievance procedure where applicable, prior to any referral to Arbitration. This section shall not apply in cases of individual grievances.

26.10 Harassment

An employee alleging harassment may file a complaint under the Employer's Harassment Policy and, subsequent to the completion of the process under the Employer's policy, may file a grievance in accordance with Article 26 at Step 3 of the grievance procedure. Both the Union and the Employer shall treat cases of workplace harassment in strict confidence.

ARTICLE 27 - ARBITRATION

27.01 Arbitration

Either of the parties may, after exhausting the grievance procedure, notify the other party, in writing, of its desire to submit the matter to arbitration.

27.02 Referral to Arbitration

- (a) In the event that a grievance is submitted to arbitration, the case shall be heard by a single Arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person Board of Arbitration.
- (b) The Union and the Employer shall agree to a single Arbitrator. In the event of the failure to agree to a single Arbitrator, a single arbitrator shall be appointed by the Minister of Labour.

27.03 Arbitration - Board

Where the Parties mutually agree to refer the grievance to a three-person Arbitration Board the process shall be as follows:

- (a) The Union and the Employer shall each appoint a member of the Arbitration Board within ten (10) working days of notice of arbitration.

- (b) The nominees shall mutually agree to a Chairperson within ten (10) working days. Should the Parties fail to agree in the selection of a Chairperson, the Chairperson will be named by the Minister of Labour.

27.04 Arbitration Decision Expedited

The single Arbitrator or Board of Arbitration shall render a decision in as short a time as possible. The Parties agree to encourage The Board of Arbitration or single Arbitrator to issue a decision as expeditiously as possible.

27.05 Expedited Arbitration Procedure

(a) Eligibility for Utilization

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

(b) Rules of Procedure

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

27.06 Arbitration Fees

The Union and the Employer shall pay an equal share of the fees and expenses of the single Arbitrator or Chairperson of a three person Arbitration Board after taking into account the contribution from the Minister of Labour.

27.07 Time Limits

Time limits are directory and an Arbitrator or Arbitration Board shall be able to overrule a preliminary objection that time limits are missed providing the Arbitrator or Arbitration Board is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

27.08 Arbitration Award Final and Binding

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

ARTICLE 28 - JOINT CONSULTATION

28.01 Joint Consultation

The parties agree to joint consultation on matters of common interest.

ARTICLE 29 - TRAVEL RATES AND ALLOWANCES

29.01 Reasonable Expenses

Reasonable expenses incurred by employees in travel on the business of the Employer shall be reimbursed by the Employer in accordance with the Employer's Travel Policy.

29.02 Transportation

An employee who leaves work or returns to work between 2400 hours and 0600 hours or is called back, shall have either the taxi fare paid to a maximum of fifteen dollars (\$15.00) per trip, or be given a the applicable kilometre allowance. Receipts will be required for a taxi fare reimbursement.

29.03 Use of Private Automobile on Employer Business

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.

ARTICLE 30 - MOVING EXPENSES

30.01 Moving Expense

The employees covered by this Agreement will be governed by the Employer's Travel Policy.

ARTICLE 31 - RETIREMENT ALLOWANCES*

31.01 Retirement Allowance*

- (a) An employee who resigns or who retires from employment and is immediately eligible for and immediately commences receipt of a pension pursuant to the Employer's Pension Plan shall be granted a retirement allowance the equivalent of one (1) week of pay for each year of full-time service to a maximum of twenty-six (26) years. The Amount will include a prorated payment for a partial year of service.
- (b) The amount of retirement allowance provided under Article 31.01 (a) shall be calculated by the formula:

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

31.02 Entitlement

- (a) The entitlement of an employee to a retirement allowance shall be based on an employee's total service as defined in Article 1.02
- (b) In addition to the months of service upon which an employee's retirement allowance is calculated, the months of prior War Service purchased by an employee in accordance with the amendment of Section 11 of the Public Service Superannuation Act shall be included as months of service for the purpose of the retirement allowance entitlement calculation.

31.03 Death Prior to Retirement

Where an employee dies and would have been entitled to receive a Retirement allowance if retired immediately before death, the Retirement allowance to which the employee would have been entitled shall be paid:

- (a) to the employee's beneficiary under the Group Life Insurance Policy; or
- (b) to the employee's estate if there is no such beneficiary.

31.04 Calculation of Allowance

The salary which shall be used to calculate the amount of the Retirement allowance in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of employment or the salary used in the calculation of a pension under the N.S.A.H.O. Pension Plan, whichever is greater.

ARTICLE 32 - PENSIONS

32.01 Coverage of Employees

The employees covered by this Agreement shall continue to be covered by the provisions of the N.S.A.H.O. Pension Plan, as amended from time to time.

ARTICLE 33 - SAFETY AND HEALTH

33.01 Safety and Health Provisions

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

33.02 Occupational Health and Safety Act

The Employer, the Union and the employees agree to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c.7.

33.03 First-Aid Kits

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

33.04 Safety Equipment

The Employer shall provide all safety equipment necessary for the occupational safety and health of employees, as determined by the Occupational Health & Safety Act.

33.05 Protection of Pregnant Employees

A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or her fetus, may request a job reassignment for the period of pregnancy by forwarding a written request to the employee's immediate supervisor along with a certificate from a duly qualified medical practitioner certifying she is pregnant and the medical basis on which a threat may exist. Upon receipt of the request, the Employer, where possible, will assign the pregnant employee to an alternate position and/or classification or to alternate duties.

33.06 Right to Refuse Work

Any employee may exercise his/her right to refuse work in accordance with the provisions of the Occupational Health & Safety Act.

ARTICLE 34 - EMPLOYMENT STABILITY

34.01 Composition

A Joint Union-Management Committee shall be established consisting of up to four (4) representatives from the Union and up to four (4) representatives from the Employer.

34.02 Committee Mandate

- (a) The mandate of the Committee is to:
 - i) facilitate communications between the Employer and the Union during the duration of this Collective Agreement;
 - ii) identify and resolve common problems during the duration of this Collective Agreement;
 - iii) discuss issues related to expected redundancies, impending lay-offs, notices of lay-offs, relocations, re-organizations, technological change or proposed contracting out of work.
 - iv) develop viable solutions to identified problems; and
 - v) recommend the proposed solutions to problems or issues to the Employer.
- (b) The Committee shall not have jurisdiction over salaries or any matter of collective bargaining. The Committee may make recommendations to the Employer and the Union with respect to its discussions and conclusions but cannot bind either the Employer or the Union or its members to any decision or conclusions reached.

34.03 Notice to Union

The Employer shall provide the Union with as much notice as reasonably possible of expected redundancies, impending lay-offs, notices of lay-offs, relocations, re-organizations, technological changes or proposed contracting out

of work after a change appears probable, with a view to minimizing the adverse effects of any decision to lay-off on Employee(s). The Employer will give the Union notice of technological change at least three (3) months prior to the date the change is to be effective. During this period, the parties will meet to discuss the steps to be taken to assist Employees who could be affected.

34.04 Definition of Technological Change

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

34.05 Meetings

The Employer-Union Committee shall meet at a mutually agreeable date and time. Unless otherwise mutually agreed, there shall be a minimum of three (3) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged by the parties at least three (3) working days prior to the meeting.

34.06 Release from Duty

Employees on the Employer-Union Committee may be released from duty without loss of regular pay for the purpose of attending meetings of this committee. Such leave of absences shall not be unreasonably withheld recognizing, however, the need for efficiency of operations of the Employer. Where meetings are held outside scheduled working hours for the Employee, no overtime will be paid. However, Employees shall be entitled to take time off in lieu at straight time for the time spent outside scheduled working hours at a time mutually agreed upon between the Employer and the Employee. The Employer shall reimburse the Union for fifty percent (50%) of the travel, meal and accommodation costs incurred for the Employee representatives. Such reimbursement shall be in accordance with the rates set out in Employer policy.

34.07 Minutes

Two (2) copies of the minutes of each meeting of the Employer-Union Committee (one (1) for each party) shall be prepared and signed by representatives of each of the parties who attended the meeting as promptly as possible after the meeting.

34.08 Layoff Procedure

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

34.09 Seniority Information

- (a) The Employer agrees to provide the Union with seniority lists within thirty (30) days of a request to do so.
- (b) Where an employee is required to make a decision pursuant to Article 34, the Employer shall provide sufficient information to permit the employee to make an informed decision.

34.10 Loss of Seniority and Employment

An employee shall lose seniority and employment in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is struck from the recall list in accordance with Article 34.17;
- (d) the employee is laid off for more than twenty-four (24) consecutive months without recall.

34.11 Relocation of a Position

Where an employee's position is relocated, the employee shall be offered the position in the new location. The employee may decline an offer pursuant to this section, in which case the provisions of Article 34.15 shall apply.

34.12 Employment Stability

In the event that the Employer declares the need for a reduction of staff in a particular classification, prior to issuing notices of layoff, the Employer shall attempt to reduce disruption to the workplace through offering voluntary severance as outlined in Memorandum of Agreement # 3.

34.13 Layoff

- (a) An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.
- (b) Where an employee's position becomes redundant, the provisions of Article 34.15 shall apply.

34.14 Notice of Layoff

- (a) Forty (40) calendar days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
 - i) eight (8) weeks' if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - ii) twelve (12) weeks' if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off
 - iii) sixteen (16) weeks' if three hundred (300) or more persons are to be laid off.
- (b) Notices pursuant to this section shall include the effective date of layoff and the reason(s) therefore.
- (c) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
 - i) to exercise placement/displacement rights in accordance with the procedures set out in Article 34.15;
 - ii) to accept layoff and be entitled to recall in accordance with Article 34.17;
 - iii) to accept termination of employment with severance in accordance with Article 34.19;

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

34.15 Placement/Displacement Procedures

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee in receipt of layoff notice, or who has declined relocation in accordance with Article 34.11, or whose position has

become redundant, shall have the right to be placed in a vacancy in the following manner:

- i) in a bargaining unit vacancy for which the employee qualifies as set out above, within the employee's same geographic location.
 - ii) if a vacancy is not available under i) above, then in a bargaining unit vacancy for which the employee qualifies as set out above, in the South Shore District Health Authority.
- (b) At each of the foregoing steps, all applicable vacancies shall be identified and the employee shall be assigned to the position of his/her choice, subject to consideration of the provisions herein. If there is more than one employee affected, their order of preference shall be determined by their order of seniority.
- (c) An employee is not required to accept a vacant position which has a lower maximum salary than that of the employee's classification or a vacant temporary position of less than one year. An employee who declines such vacancy at any step in the placement/displacement procedures under Article 34.15 shall be entitled to exercise his/her rights at the next subsequent step in the procedures outlined herein.
- (d) If a vacancy is not available under any of the foregoing steps or has been declined in accordance with 34.15 (c), the employee shall have the right to displace another employee with the least seniority who is in the same position classification title, or another position for which the displaced employee meets the qualification requirements within the same geographic location. Such displacement is subject to consideration of Article 34.08 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
- (e) An employee who has elected to exercise displacement rights in accordance with (c) above and has been unable to do so, shall be entitled to displace another employee with the least seniority who is in the same position classification title, or another position for which the displaced employee meets the qualification requirements within the bargaining unit. Such displacement is subject to consideration of Article 34.09 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
- (f) An employee who chooses to exercise rights in accordance with 34.15 may elect at any step, beginning with Article 34.15(a)(1), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 34.18.

- (g) A regular employee who is placed in a temporary position shall retain status as a regular employee.
- (h) An employee who is displaced pursuant to Article 34.15 shall be entitled to the full rights contained in Article 34.
- (i) An employee will have a maximum of two (2) full days to exercise the employee's rights at any of the foregoing steps of the placement/displacement procedures provided for herein.
- (j) Where an employee wishes to be placed in a vacancy or displace an employee with the least seniority, in accordance with the above procedure, the Employer shall provide training not to exceed twelve (12) weeks.

34.16 Transfer Expenses

An employee transferred pursuant to the provisions of Article 34 outside the geographic location, as defined in Article 34.22, shall be eligible for moving expenses in accordance with the provisions of the Employer's Relocation Policy.

34.17 Recall Procedure

- (a) Employees who are laid off shall be placed on a recall list.
- (b) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- (c) An employee entitled to recall shall indicate to the Employer within three (3) working days and confirm in writing and shall be required to return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds the employee is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of recall to the employee's same position classification title at the same geographical location or within a fifty (50) kilometre radius, in which event the employee will be removed from the recall list. However, an employee's refusal to accept occasional work or employment of short duration of less than twelve (12) months, will not result in loss of recall rights.
- (d) An Employee on layoff may be assigned to work on a casual or temporary basis providing they possess the necessary qualifications, skills and abilities, as determined by the Employer, reflecting the functions of the job concerned. While working on that basis, the Employee's status as a laid

off regular employee shall not change. The total of the days worked in a casual or temporary position of less than six (6) months shall extend the recall period by that total. An Employee recalled to a temporary position of greater than six (6) months shall be laid off again pursuant to this Article.

34.18 Termination of Recall Rights

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

34.19 Severance Pay

- (a) At the end of the twenty-four (24) month period referred to in 34.18 or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay in the amount of one (1) week's regular pay for each year of service to a maximum of fifty-two (52) weeks and for a minimum payment of eight (8) weeks' pay.
- (b) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02.
- (c) An employee in receipt of severance pay who wishes to terminate employment in accordance with these provisions and is eligible to receive a pension in accordance with the Employer's Pension Plan and commences receiving the pension immediately following the severance of employment shall also be entitled to receive the Retirement Allowance under Article 31.01 of the Collective Agreement. The maximum combined severance payment 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.
- (d) Any payment in accordance with this provision will be in the form of a lump sum.

34.20 Release Form

Employees accepting severance in accordance with this Article will be required to sign a release statement verifying their termination of employment and agreement to sever any future claim for compensation from the Employer or obligation by the Union in exchange for the severance payment.

34.21 No New Employees

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

34.22 Geographic Location

For the purposes of this Article, "geographic location" means that area within a radius of fifty (50) kilometres of the actual building or other regular place of employment of the employee.

34.23 Contracting Out

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

34.24 Pay in Lieu of Notice

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

34.25 Definition of "employee" in this Section

For the purposes of this Article, "employee" means a regular employee or a temporary employee with five (5) or more years of accumulated service.

34.26 Strict Application of Procedure

If layoff procedure is not followed, the layoff is null and void

34.27 Workplace Reorganization

Subject to any *ad hoc* agreement otherwise by the Joint-Union Management Committee, vacancies resulting from a workplace reorganization will be filled by qualified employees whose positions are eliminated as a result of the same reorganization in accordance with the placement procedures in Article 34.15 of this agreement.

ARTICLE 35 – PAY*

35.01 Rates of Pay*

The rates of pay contained in Appendix “A” form part of this Agreement. During the term of this Agreement adjustments to these rates of pay shall be made in accordance with the following:

All classifications except Registered Nurses:

April 1, 2012	2.0% general economic increase
April 1, 2013	2.5% general economic increase
April 1, 2014	3.0% general economic increase

Registered Nurses – NUR001:

A grid adjustment effective April 1, 2012 follows: The bottom step of each pay grid is to be removed and a new step inserted at the top of each pay grid with a differential of 3.5% between the top two steps of each pay grid exclusive of the 25 year rate. The 25 year rate is to be maintained at 3.5% above the top step of each pay grid. For purposes of clarity the differential between Step 4 and Step 5 of the adjusted grid is to be 3.5% and the differential between Step 5 and the 25 year rate is to be maintained at 3.5%. Each Registered Nurse is to be placed at the same step on the adjusted grid as she/he was on the prior grid.

October 1, 2012	1.6% general economic increase
April 1, 2013	2.5% general economic increase
April 1, 2014	3.0% general economic increase

35.02 Rate of Pay Upon Appointment

Subject to Article 35.03, the rate of compensation of the person upon appointment to a position with the Employer shall be the minimum rate prescribed for the class to which he is appointed.

35.03 Exception

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

35.04 Rate of Pay Upon Promotion

Subject to Article 35.05, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the employee before the promotion.

35.05 Exception

The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 35.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

35.06 Rate of Pay Upon Demotion

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

35.07 Anniversary Date

The anniversary date of an employee shall be the first day of the month in which employment occurs if the employee reported for duty during the first five working days of the month in which he was employed, or the first day of the following month if the employee reported for duty later than the fifth working day of the month. The anniversary date will only change to the first day of another month if:

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

35.08 Rate of Pay Upon Reclassification

Where an employee is recommended for a reclassification which falls on the employee's anniversary date the employee's salary shall be adjusted first by the implementation of the annual increment, provided the employee is recommended and an increment is available in the employee's present pay range, and on the same date the employee's salary shall be adjusted upward to comply with the provisions of Articles 35.04 and 35.05.

35.09 Salary Increments

The Employer, may grant an increment for meritorious service after an employee has served for a period of twelve (12) months following the first day of the month established in Article 35.07 or twelve (12) months following the date of a change in his rate of compensation as established in Articles 35.04, 35.05, or 35.06.

35.10 Notice to Withhold Salary Increment

When an increase provided for in Article 35.09 is withheld, the reason for withholding shall be given to the employee in writing by the Employer.

35.11 Granting of Withheld Increment

When an increase provided for in Article 35.09 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

35.12 Acting Position / Pay

- (a) Where an employee is designated to perform for a temporary period, the principal duties of a higher position, he/she shall receive payment of acting pay, equivalent to ten percent (10%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.
- (c) When it is reasonably anticipated that an acting position will be available for a duration of excess of four (4) months, such a position shall be posted in accordance with Article 11.01.

35.13 Implementation of Negotiated Increases

Increases negotiated in this Agreement shall be implemented on a step-for-step basis, that is, an employee in the third step of any pay range shall be placed in the third step of the corresponding new pay range.

35.14 Shift Premium*

An employee shall receive a shift premium of one dollar and seventy five cents (\$1.75) per hour for all hours worked, including overtime hours worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

Effective March 31, 2015, an employee shall receive a shift premium of one dollar and eighty five cents (\$1.85) per hour for all hours worked, including overtime hours worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

35.15 Weekend Premium*

An employee shall receive a week-end premium of one dollar and seventy five cents (\$1.75) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday.

Effective March 31, 2015, an employee shall receive a week-end premium of one dollar and eighty five cents (\$1.85) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday.

35.16 Statement of Pay

Employees shall be paid every two (2) weeks. The employee shall receive a statement indicating gross salary, overtime pay, itemized deductions and net pay.

35.17 Education Premiums for Nurses

(a) University Diploma

A Registered Nurse with one (1) year University Diploma in Nursing Service and Administration shall be paid an additional thirty-six (\$36.00) dollars per month, provided that she has utilized the course within four (4) years prior to employment.

(b) Post Graduate Training - 3 Months

A Registered Nurse with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course shall be paid \$27.82 per month, effective September 1, 2008 provided that she has utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months duration shall be given for the purpose of this Article.

This premium shall apply to Nurses who receive a Canadian Nurses' Association specialty certification.

(c) Post-Graduate Training - 6 Months

A Registered Nurse with post-graduate training of six (6) months or more, and who is employed in a capacity utilizing this course, shall be paid \$55.65 per month, effective September 1, 2008 provided that she has utilized the course within four (4) years prior to employment.

(d) Baccalaureate Degree

A Registered Nurse who has received a Baccalaureate Degree in Nursing and has completed four (4) months' continuous service shall be paid \$120.57 per month, effective September 1, 2008.

(e) Masters Degree

A Registered Nurse who has received a Masters Degree in Nursing and has completed four (4) months' continuous service shall be paid \$163.42 per month, effective September 1, 2008.

(f) CNA Premium

Effective September 1, 2008, a Registered Nurse who is in receipt of a current certification under the Canadian Nurse Association Certification program and who is employed in a capacity utilizing this training shall be paid an additional \$83.00 per month commencing on the first calendar day of the new month after she has submitted proof of the certification to the Employer. Nurses will be entitled to receive this premium in addition to any existing education premium that they may be in receipt of.

(g) No Pyramiding of Premiums

An employee may not qualify for more than one (1) payment under Articles 35.17(a) through (g).

(h) Discontinuance of Premiums

An Education Premium shall be discontinued where:

- (i) the Nurse is on leave of absence with pay or part-pay in excess of thirty (30) days, or without pay. An employee on leave of absence with part-pay for thirty (30) days or less shall have the premium reduced on a pro-rata basis.
- (ii) the premium is not contingent upon the requirement that the additional training be utilized in the performance of the employee's functions.

35.18 Long Service Increment for Nurses

A new step will be added to the pay scale. The new step will be effective on September 1, 2008.

The step will be available to a Registered Nurse who has completed twenty-five (25) years of service. The step will be a salary increment 3.5% greater than the highest rate in effect for the applicable classification.

35.19 Late Career Retention Bonus for Nurses

Effective September 1, 2008, the Employer will provide a retention bonus to eligible Nurses who agree to remain employed for the following 12 months. The retention bonus shall be equal to 2% of the gross annual base earnings (exclusive of any premiums). To be eligible to retire with an unreduced pension under the terms of the Employer's pension plan, the Nurse must apply in writing to participate in the retention bonus program following eligibility. A Nurse may apply for and participate in a second and subsequent year.

ARTICLE 36 - COMPENSATION FOR INJURY ON DUTY

36.01 Reporting of Injuries

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

36.02 Injury Pay Provisions

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

36.03 WCB and Return to Work

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

ARTICLE 37 - EMPLOYER LIABILITY

37.01 Employer Liability

The Employer will defend, negotiate, or settle claims in which an employee's negligence is alleged and will also pay damages when necessary provided the Employer is satisfied the employee acted within the scope of their employment.

Whenever the Employer does defend an employee pursuant to the aforementioned the Employer will be in control of the case.

ARTICLE 38 - PART-TIME EMPLOYEES

38.01 Collective Agreement Application

The provision of this Agreement apply to part-time employees employed on a regular basis, in position titles and classification included in the bargaining unit.

38.02 Entitlement to Benefits

Part-time employees shall be entitled to all of the benefits of the collective agreement, including pay, pro-rated on the basis of hours worked, except as otherwise agreed between the parties.

38.03 Hours Worked

The "hours worked" for a part-time employee shall include the employees' designated hours of work and any hours paid in addition to that designation.

38.04 Earning Entitlements

For the purposes of earning entitlement to a benefit (e.g. vacation, increment, merit increments, length of probation, etc.), calendar time of employment will be applicable.

38.05 Unpaid Leave

Unpaid leave, will not be pro-rated as to the length of time granted.

38.06 Service

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the negating provisions of Article 1.02(b). Except as otherwise provided in the Agreement, part-time employees will accumulate service and be credited with service on a pro-rata basis in accordance with time worked, including designated paid holidays or days off in lieu thereof, vacation, sick leave, injury on duty leave, paid leaves of absence.

38.07 Overtime

(a) Part-time employees will be entitled to overtime compensation in accordance with the collective agreement when they work in excess of the normal full-time weekly hours, except where the applicable hours of work

are on a bi-weekly basis in which case overtime will be paid when the part-time employee works in excess of the normal full-time bi-weekly hours.

- (b) Part-time employees who are scheduled for a shift of seven (7) or more hours will be entitled to overtime compensation if they are required by the Employer to work beyond the scheduled hours.
- (c) Part-time employees who are scheduled to work a shorter period than the full-time shift will be entitled to overtime compensation after they have worked the equivalent of a full shift.
- (d) Where part-time employees are scheduled to work less than the normal days per week of full-time employees in the work unit, straight time rates will be paid up to and including the normal work days in the work week of the full-time employees and overtime rates will be paid for days worked in excess thereof.

38.08 Part-Time Employees – Extra Shifts

Regular and Temporary Part-time employees may request in writing to be placed on the call-in list to work extra shifts. Such shifts shall not result in overtime costs for the Employer and employees may be called in to work extra shifts up to the regular full-time hours of work as applicable. Compensation for extra shifts shall be paid except where, upon request of the employee and with the approval of the Employer or his representative, time off in lieu of hours worked may be granted.

The Employer shall continue to call in regular part-time, temporary part-time and casual employees on a rotational basis. Employees will be called in the order that their name appears on the list. Where an employee is called and the Employer is unable to get an answer, or receives a busy signal, they will move onto the next person on the list. However, where it is possible, depending on the urgency to fill the shift, the Employer, in its sole discretion, will allow a reasonable time for the employee to return the call.

If an employee is frequently unavailable when called for work, their name may be removed from the list.

As employees are added to the list, they shall be added to the list based on their seniority. Regular part-time employees shall be placed on the list above temporary and casual employees. Casual employees whose status changes to temporary, part-time may remain on the list provided they have requested in writing to do so. For clarity, the list is continually in use and the Employer will continue to call employees in the order that they appear on the list.

Regular and Temporary Part-time employees' request may be denied where there are current adequate numbers of casual employees to fulfil the call-in requirements or for other operational reasons. An employee's request shall not be unreasonably denied. Where a request is denied and the call-in requirements change, the Employer will reconsider the employee's request before a new casual employee is hired.

ARTICLE 39 - CASUAL EMPLOYEES

39.01 Application of the Collective Agreement

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

ARTICLE 40 - UNIFORMS AND PROTECTIVE CLOTHING

40.01 Soiled and Damaged Clothing

Where conditions of employment are such that a Nurse's clothing may be unreasonably soiled or where the Nurse's clothing may be damaged, the Employer shall provide appropriate protective clothing and shall pay for their laundering.

ARTICLE 41 - JOB SHARING

41.01 Job Sharing Conditions

The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.

41.02 Existing Employees Only

Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Agreement.

41.03 Part of Collective Agreement

The terms and conditions of job sharing arrangements agreed to by the parties will form part of the collective agreement.

41.04 Rights and Benefits

Except as otherwise provided herein, employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the collective agreement.

41.05 Operational Requirements

Job-sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.

41.06 Qualifications

Both employees in a job-sharing arrangement must be Bargaining Unit members, one of which must be regular full-time and the incumbent of the position to be shared. Both employees must be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be shared. Other arrangements acceptable to the Employer and the Union can also be considered.

41.07 Identification of Job Share

An employee wishing to job share her/his position has the responsibility of finding an eligible employee willing to enter into the job-sharing arrangement. The two employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate superior of the position to be job shared.

41.08 Period of Job Share

- (a) A position will be shared for a minimum of six (6) months and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum period must be mutually acceptable to both employees, the Employer, and the Union.
- (b) At the end of the job sharing period, each employee will be returned to the same position if it exists or equivalent position and status held prior to the job share arrangement.

41.09 Work Schedule Requirements

Each of the two employees in a job-sharing arrangement will be required to fulfill one-half of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the Employer and the Union.

41.10 Service

Employees will be credited with one-half (1/2) month's service each calendar month of the job-sharing arrangement and not be subject to the provisions of Article 1.02(b) of the Agreement. An employee's anniversary and/or service date for the purposes of earning a merit increment, increment in vacation entitlement, etc. will remain unchanged as if the employee were working on a full-time basis.

41.11 Regular Work Hours

For the purposes of the collective agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside her/his scheduled hours of work will be compensated at straight time rates unless the employee works beyond the regular workday or beyond the normal bi-weekly hours as defined in Article 15.01 of this Agreement.

41.12 Pro-Ration of Benefits

The following benefits will be prorated in accordance with this Memorandum:

(a) Holidays

Each employee will be entitled to one-half (1/2) the paid holidays provided for under Article 19 of the Agreement.

(b) General Illness

One-half of the general illness entitlement provided for a full-time employee.

(c) Short Term Illness

One-half of the Short Term Illness entitlement provided for a full-time employee.

(d) Long Term Disability

During the job sharing period, Employer and employee contributions to the LTD Fund will continue to be based upon the eligibility criteria of the applicable LTD plan and the employee's normal pre-job share salary. For the purposes of determining an employee's benefits during the job-sharing period, the amount of coverage will be based upon the eligibility criteria of the applicable LTD plan and the normal salary the employee is entitled to receive during the job-sharing period. Upon the expiry date of the job-sharing period, as specified in the employee's approved application, the amount of coverage will be based upon the normal full-time salary the employee would be entitled to receive in the position she/he held prior to entering the job-sharing arrangement.

(e) Other Paid Leaves

One-half (1/2) the entitlement provided for in the Agreement.

(f) Group Life Assurance

Cost sharing of premiums and benefit entitlement will be based on one-half the employee's normal full-time salary.

(g) Monthly Allowances/Premiums

One-half (1/2) the entitlement provided for in Agreement.

41.13 Pension

During the job-sharing period, an employee's pensionable service and pensionable earnings will be in accordance with the provisions of the applicable pension plan.

41.14 Termination

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

41.15 Notice

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

41.16 Extension

If the two employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 41.08, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job-sharing arrangement.

41.17 Filling of Vacancy

An incumbent filling any position temporarily vacated as a result of job sharing will be covered by the collective agreement.

41.18 Costs

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

ARTICLE 42 - AMENDMENT

42.01 Mutual Consent

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

ARTICLE 43 - CLASSIFICATION & RECLASSIFICATION

43.01 New Classification

- (a) When a new classification covered by this Agreement is introduced or when an existing classification has been substantially altered during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay.
- (c) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation of the classification.

43.02 Classification Appeal Procedure

An employee shall have the right to appeal the classification of the position the employee occupies to another existing classification as set out in Appendix "A" in accordance with the following:

- (a) If an employee believes that the position the employee occupies is improperly classified, the employee shall notify the employee's immediate supervisor in writing.

- (b) The Employer shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) If the employee's immediate supervisor agrees with the employee concerning the classification of the employee's position, the employee's immediate supervisor shall submit the proposed reclassification to Human Resources for consideration.
- (d) If the employee's immediate supervisor disagrees with the employee, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Human Resources. Human Resources shall respond in writing to the employee within thirty (30) days of the receipt of such appeal.
- (e) If the foregoing procedure does not lead to a satisfactory resolution, within sixty (60) days of receipt of the reply from Human Resources, the matter may be submitted to Arbitration in accordance with Article 27.
- (f) An employee shall have the right of Union representation in respect to any appeal submitted.
- (g) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Employer of the employee's written appeal submitted pursuant to 43.02(d).

ARTICLE 44 - SUCCESSOR RIGHTS

44.01 Successor Rights

In the event of amalgamation, annexation or other change in the Employer's jurisdiction, the Agreement affecting employees covered by such amalgamation, annexation or other change in the Employer's jurisdiction shall continue in full force and effect and the new employer employing such employees as are affected shall be deemed to be the Employer under this Agreement.

ARTICLE 45 - TERM OF AGREEMENT*

45.01 Duration and Renewal*

This Agreement with the Appendixes, Schedules and Letters of Understanding attached hereto shall constitute the entire agreement and shall be in effect for a term beginning from April 1, 2012 to March 31, 2015, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

45.02 Effective Date of Agreement

- (a) Unless otherwise stipulated in this Agreement, the Articles of this Agreement shall not be applied retroactively.
- (b) Unless otherwise stipulated in this Agreement revisions to the Articles of this Agreement shall be effective on date of the signing.

45.03 Retroactive Pay for Terminated Employees*

Employees who have left their employment in the bargaining unit between April 1, 2012 and the signing date of this Agreement, shall be entitled to full retroactivity of any salary increase or lump sum payment. Such Employees shall be given written notice by registered mail, sent by the Employer to the employee's last known address on file with the Employer, advising that the employee has sixty (60) calendar days in which to claim any retroactive payment.

Dated at Bridgewater this 20 day of October, 2014.

Signed on behalf of the Employer:

**SOUTH SHORE DISTRICT
HEALTH AUTHORITY**

Elizabeth Henheffer

Signed on behalf of the Union:

CUPE LOCAL 1933

Deanne Furtner
Mike Godfellow

APPENDIX "A"

PAY PLAN*

Clerical Classifications

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
					Apr.01-12 Hourly	Apr.01-12 Annual	Apr.01-13 Hourly	Apr.01-13 Annual	Apr.01-14 Hourly	Apr.01-14 Annual
OFF002	Secretary 1 (Group "A")	Step 1	\$17.4041	\$31,676	\$17.7522	\$32,309	\$18.1960	\$33,117	\$18.7419	\$34,110
		Step 2	\$17.7993	\$32,395	\$18.1553	\$33,043	\$18.6092	\$33,869	\$19.1675	\$34,885
		Step 3	\$18.1938	\$33,113	\$18.5577	\$33,775	\$19.0216	\$34,619	\$19.5923	\$35,658
		Step 4	\$18.5874	\$33,829	\$18.9592	\$34,506	\$19.4332	\$35,368	\$20.0162	\$36,429
		Step 5	\$18.9812	\$34,546	\$19.3608	\$35,237	\$19.8448	\$36,118	\$20.4402	\$37,201
OFF003	Secretary 2 (Group "A")	Step 1	\$17.6400	\$32,105	\$17.9928	\$32,747	\$18.4426	\$33,566	\$18.9959	\$34,572
		Step 2	\$18.2414	\$33,199	\$18.6063	\$33,863	\$19.0714	\$34,710	\$19.6436	\$35,751
		Step 3	\$18.8428	\$34,294	\$19.2196	\$34,980	\$19.7001	\$35,854	\$20.2911	\$36,930
		Step 4	\$19.4441	\$35,388	\$19.8330	\$36,096	\$20.3288	\$36,998	\$20.9387	\$38,108
		Step 5	\$20.0455	\$36,483	\$20.4464	\$37,212	\$20.9575	\$38,143	\$21.5863	\$39,287

Healthcare Classifications

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%		
					Apr.01-12 Hourly	Apr.01-12 Annual	Apr.01-13 Hourly	Apr.01-13 Annual	Apr.01-14 Hourly	Apr.01-14 Annual	
HTH002	Counsellor (Group "C")	Step 1	\$17.7739	\$34,659	\$18.1294	\$35,352	\$18.5826	\$36,236	\$19.1401	\$37,323	
		Step 2	\$18.4241	\$35,927	\$18.7926	\$36,646	\$19.2624	\$37,562	\$19.8403	\$38,689	
		<i>Annual Salary based upon 1950 hours</i>									
		Step 3	\$21.1500	\$41,243	\$21.5730	\$42,067	\$22.1124	\$43,119	\$22.7757	\$44,413	
		Step 4	\$21.9694	\$42,840	\$22.4088	\$43,697	\$22.9690	\$44,790	\$23.6581	\$46,133	
		Step 5	\$22.9263	\$44,706	\$23.3849	\$45,600	\$23.9695	\$46,741	\$24.6886	\$48,143	
		Step 6	\$25.7952	\$50,301	\$26.3111	\$51,307	\$26.9688	\$52,589	\$27.7779	\$54,167	
		Step 7	\$26.8873	\$52,430	\$27.4251	\$53,479	\$28.1107	\$54,816	\$28.9540	\$56,460	
		Step 8	\$27.9797	\$54,560	\$28.5393	\$55,652	\$29.2528	\$57,043	\$30.1304	\$58,754	
HTH003	Community Health Worker (Group "B")	Step 1	\$23.6540	\$43,050	\$24.1271	\$43,911	\$24.7302	\$45,009	\$25.4721	\$46,359	
		Step 2	\$24.6614	\$44,884	\$25.1547	\$45,781	\$25.7835	\$46,926	\$26.5570	\$48,334	
		<i>Annual Salary based upon 1820 hours</i>									
		Step 3	\$25.6706	\$46,721	\$26.1840	\$47,655	\$26.8386	\$48,846	\$27.6438	\$50,312	
		Step 4	\$26.7791	\$48,738	\$27.3146	\$49,713	\$27.9975	\$50,955	\$28.8374	\$52,484	
		Step 5	\$27.8887	\$50,757	\$28.4465	\$51,773	\$29.1577	\$53,067	\$30.0324	\$54,659	
		Step 6	\$28.9986	\$52,777	\$29.5786	\$53,833	\$30.3180	\$55,179	\$31.2276	\$56,834	

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%		
					Apr.01-12 Hourly	Apr.01-12 Annual	Apr.01-13 Hourly	Apr.01-13 Annual	Apr.01-14 Hourly	Apr.01-14 Annual	
HTH007	Prevention and Health Promotion Coordinator II (Group "B")	Step 1	\$27.5907	\$50,215	\$28.1425	\$51,219	\$28.8461	\$52,500	\$29.7115	\$54,075	
		Step 2	\$29.8701	\$54,364	\$30.4675	\$55,451	\$31.2292	\$56,838	\$32.1661	\$58,543	
		<i>Annual Salary based upon 1820 hours</i>	Step 3	\$31.0094	\$56,437	\$31.6296	\$57,566	\$32.4203	\$59,005	\$33.3929	\$60,775
		Step 4	\$32.2516	\$58,698	\$32.8966	\$59,872	\$33.7190	\$61,369	\$34.7306	\$63,210	
		Step 5	\$33.5178	\$61,002	\$34.1882	\$62,222	\$35.0429	\$63,778	\$36.0941	\$65,691	
		Step 6	\$34.8408	\$63,410	\$35.5376	\$64,678	\$36.4261	\$66,295	\$37.5188	\$68,284	
		25 Years	\$36.0602	\$65,630	\$36.7814	\$66,942	\$37.7010	\$68,616	\$38.8320	\$70,674	
HTH009	Clinical Therapist (Group "C")	Step 1	\$30.3063	\$59,097	\$30.9124	\$60,279	\$31.6852	\$61,786	\$32.6358	\$63,639	
		Step 2	\$31.5123	\$61,449	\$32.1425	\$62,678	\$32.9461	\$64,245	\$33.9345	\$66,172	
		<i>Annual Salary based upon 1950 hours</i>	Step 3	\$34.0319	\$66,362	\$34.7125	\$67,689	\$35.5804	\$69,381	\$36.6478	\$71,463
		Step 4	\$35.3470	\$68,927	\$36.0539	\$70,306	\$36.9553	\$72,063	\$38.0639	\$74,225	
		Step 5	\$36.7715	\$71,705	\$37.5069	\$73,139	\$38.4446	\$74,968	\$39.5979	\$77,217	
		Step 6	\$38.3065	\$74,698	\$39.0726	\$76,192	\$40.0494	\$78,097	\$41.2509	\$80,440	
		Step 7	\$39.8404	\$77,689	\$40.6372	\$79,243	\$41.6531	\$81,224	\$42.9027	\$83,661	
		25 Years	\$41.2348	\$80,408	\$42.0595	\$82,016	\$43.1110	\$84,066	\$44.4043	\$86,588	

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
					Apr.01-12 Hourly	Apr.01-12 Annual	Apr.01-13 Hourly	Apr.01-13 Annual	Apr.01-14 Hourly	Apr.01-14 Annual
HC 74	Recreation Therapist (Group "C")	Step 1	\$27.0231	\$52,695	\$27.5636	\$53,749	\$28.2527	\$55,093	\$29.1002	\$56,745
		Step 2	\$29.2557	\$57,049	\$29.8408	\$58,190	\$30.5868	\$59,644	\$31.5044	\$61,434
		Step 3	\$30.3716	\$59,225	\$30.9790	\$60,409	\$31.7535	\$61,919	\$32.7061	\$63,777
		Step 4	\$31.5882	\$61,597	\$32.2200	\$62,829	\$33.0255	\$64,400	\$34.0162	\$66,332
		Step 5	\$32.8285	\$64,016	\$33.4851	\$65,296	\$34.3222	\$66,928	\$35.3519	\$68,936
		Step 6	\$34.1242	\$66,542	\$34.8067	\$67,873	\$35.6769	\$69,570	\$36.7472	\$71,657
	Data and System Quality Leader (Group "B")	Step 1	\$27.0233	\$49,182	\$27.5638	\$50,166	\$28.2529	\$51,420	\$29.1004	\$52,962
		Step 2	\$29.2558	\$53,245	\$29.8409	\$54,310	\$30.5869	\$55,668	\$31.5045	\$57,338
		Step 3	\$30.3716	\$55,276	\$30.9790	\$56,382	\$31.7535	\$57,791	\$32.7061	\$59,525
		Step 4	\$31.5882	\$57,491	\$32.2200	\$58,641	\$33.0255	\$60,107	\$34.0162	\$61,910
		Step 5	\$32.8285	\$59,748	\$33.4851	\$60,943	\$34.3222	\$62,467	\$35.3519	\$64,341
		Step 6	\$34.1242	\$62,106	\$34.8067	\$63,348	\$35.6769	\$64,932	\$36.7472	\$66,880

Nursing Classifications

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	Grid	Adjustment	% Increase:	1.60%	% Increase:	2.50%	% Increase:	3.00%
					Apr.01-12 Hourly	Apr.01-12 Annual	Oct. 01-12 Hourly	Oct. 01-12 Annual	Apr.01-13 Hourly	Apr.01-13 Annual	Apr.01-14 Hourly	Apr.01-14 Annual
NUR001	Nurse Rehabilitation Counsellor (Group "C")	Start	\$29.6569	\$57,831	\$30.4684	\$59,413	\$30.9559	\$60,364	\$31.7298	\$61,873	\$32.6817	\$63,729
		Step 1	\$30.4684	\$59,413	\$31.3948	\$61,220	\$31.8971	\$62,199	\$32.6945	\$63,754	\$33.6754	\$65,667
		Step 2	\$31.3948	\$61,220	\$32.4374	\$63,253	\$32.9564	\$64,265	\$33.7804	\$65,872	\$34.7938	\$67,848
		Step 3	\$32.4374	\$63,253	\$33.5967	\$65,514	\$34.1342	\$66,562	\$34.9876	\$68,226	\$36.0372	\$70,273
		Step 4	\$33.5967	\$65,514	\$34.7963	\$67,853	\$35.3531	\$68,938	\$36.2369	\$70,662	\$37.3240	\$72,782
		Step 5	\$34.7963	\$67,853	\$36.0142	\$70,228	\$36.5904	\$71,351	\$37.5052	\$73,135	\$38.6303	\$75,329
		25 Years	\$36.0142	\$70,228	\$37.2747	\$72,686	\$37.8711	\$73,849	\$38.8179	\$75,695	\$39.9824	\$77,966

APPENDIX "B"

Long Term Disability

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

- (i) Should an Employee in receipt of Long Tem Disability benefits cease to be disabled within twenty-four (24) months of the date that he or she commenced the elimination period specified in the LTD Program and provided he is able to perform his full job, such Employee shall have a right to return to his former or equivalent position with the hospital. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining an Employee's suitability for reinstatement.
- (ii) An Employee in receipt of Long Term Disability benefits who ceases to be disabled more than twenty-four (24) months after the commencement of the elimination period but less than forty-eight (48) months after commencing the elimination period, as specified in the LTD Program, shall be entitled to lay-off status with the organization for which he or she is employed for the balance of the forty-eight (48) month period. Subject to the terms of this Collective Agreement, such Employee shall be eligible to be recalled should a vacancy in the bargaining unit arise for which the Employee has the requisite skills and qualifications.
- (iii) An Employee who continues to be disabled and in receipt of Long Term Disability benefits for more than forty-eight (48) months after the time he or she commenced the elimination period specified in the LTD Program, shall be considered terminated and shall forfeit all rights to further employment with the Employer.
- (iv) Employees on Long Term Disability benefits who have sick leaves credits and who are subject to a maximum accumulation of one hundred and fifty (150) working days shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the Employee not return to work with the Employer they shall forfeit all claims to such sick leave.
- (v) The Employer agrees that no Employee who is disabled and who is in receipt of benefits from the LTD Program or who will be in receipt of benefits on completion of the elimination period, will be terminated for innocent absenteeism except as otherwise provided in this Agreement.

APPENDIX "C"
Memorandum of Agreement
Casual Employees - Terms of Inclusion

Section 1: WAGES

- (a) Upon hire or assignment to a particular classification, Casual Employees shall have education and experience recognized for placement on the increment scale. Upon hire or assignment to a particular classification, a year of experience in a particular classification for Casual employees shall mean 1956.675 hours worked. It shall be the responsibility of the Casual employee to establish to the satisfaction of the Employer their record of education and experience.
- (b) Casual Employees who have worked one thousand (1000) regular hours or more by their anniversary date shall be recognized for an additional year of experience with the Employer.
- (c) Casual Employees who have worked less than one thousand (1000) regular hours by their anniversary date shall be recognized for an additional year of experience with the Employer in a particular classification on the day when one thousand (1000) hours are achieved. This date shall become the Employee's current anniversary date.
- (d) Where a casual employee's status changes to Temporary she shall maintain the last anniversary date held prior to becoming a Temporary Employee and subsequent anniversary dates and increments shall be in accordance with the provisions of this section.

Where a casual employee becomes a regular employee, the new anniversary date shall be determined by the provisions of this section. In no event will the anniversary date be later than one year following appointment to the regular position. Subsequent increments shall be in accordance with the provisions of Article 35.

Section 2: 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 their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and seven (7%) percent for all other benefits.

Section 3: GROUP BENEFITS

- (a) Casual employees shall be entitled to participate in the Group Life, Group Health and/or Pension Plan in accordance with the eligibility provisions of the respective benefit plans.
- (b) The Employer agrees to participate in the 65% cost sharing of the respective benefits under the collective agreement but only for those Casual Employees agreeing to pay their respective share while participating in the Group Life, Group Health and/or Pension Plan.

Section 4: SCHEDULING

- (a) Casual employees may be assigned to work hours without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have hours 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 cancelled hours, the employee shall be paid the equivalent of three (3) hours pay.
- (b) The Employer shall continue to call in casual employees on a rotational basis. The parties agree that offers of casual work will be provided on an equitable basis. Each employee on the casual call-in list will be called in the order that their name appears on the list. As casual employees are added to the list, they shall be added to the list based on their seniority. Where an employee is called and the Employer is unable to get an answer, or receives a busy signal, they will move on to the next person on the list and so on. Where possible, depending on the urgency to fill the shift, the Employer, in its sole discretion, will allow a reasonable time for the employee to return the call.
- (c) For Primary Care Classifications in Addiction Services, an employee may be offered up to five (5) consecutive shifts in any one call. Primary Care Classifications include the following:
 - Counsellor
 - Nurse Rehabilitation Counsellor
- (d) An employee on the casual call-in list will notify the Employer when the employee will be temporarily unavailable to accept available work, in which case the employee will be removed from the list in respect of such period. Such unavailability must be approved by the Employer. Such approval shall not be unreasonably denied.

- (e) An employee on a casual call-in list is not obliged to accept an assignment when offered. However, if an employee is consistently unavailable when called for work, they shall be struck from the casual list unless the employee has notified the Employer that they were going to be unavailable for work for a specific period of time.
- (f) It is the responsibility of the employee to keep the Employer informed of any changes in her desire to be assigned casual work and the telephone number at which she may be called.

Section 5: DATE OF EMPLOYMENT

- (a) Casual employees shall have established as a date of employment the date first worked as a Casual employee. However, should a Casual employee become a Regular employee, the date of appointment to the regular position shall be the seniority date of the employee.
- (b) In the event that a Casual employee does not work any shifts for a period of six (6) months, excluding approved periods of disability, pregnancy, parental or adoption leave, or other approved leaves, such Casual employee will be deemed terminated.

Section 6: CASUAL SENIORITY

- (a) A record as to the hours worked by a Casual employee since November 1, 1997 shall be maintained by the Employer and be made available to the Union and shall include any hours worked as a temporary employee where there was no break in employment. This record shall constitute the Casual/Temporary Seniority list.
- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more Casual employees are deemed relatively equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the Casual employees with the greater Casual Seniority will be given preference.
- (c) Effective the date of signing of this Agreement, if the Employer hires a casual employee as a casual or temporary employee to commence work within six (6) months of the employee leaving employment with any of the Employers covered by this Agreement, when the employee has not been terminated for cause, the employee shall have casual seniority with the previous Employer recognized.

Section 7: COLLECTIVE AGREEMENT APPLICATION

The provisions of the Collective Agreement apply to the Casual Employees except for the following provisions:

1.01(b); 1.01(c); 1.01(l); 1.01(n); 1.02	18	30	40.03
9.02; 9.05	19.01; 19.02; 19.03; 19.04; 19.05(b); 19.05(c); 19.06; 19.07; 19.08	31	41
10.02; 10.05	20.01(b); 20.02; 20.03(a); 20.04; 20.05; 20.06; 20.08; 20.09; 20.12; 20.14; 20.16; 20.18; 20.19; 20.20; 20.21; 20.22; 20.23; 20.24; 20.25	32	43.02
11	21	34	44
14.03; 14.05; 14.06; 14.07; 14.08	22.01; 22.02; 22.03; 22.04; 22.05; 22.06; 22.07; 22.08; 22.09; 22.10; 22.11; 22.13	35.02; 35.03; 35.04; 35.05; 35.06; 35.07; 35.08; 35.09; 35.10; 35.11; 35.13; 35.14; 35.17	45.03
15.01; 15.05; 15/06; 15.09; 15.11; 15.12; 15.13; 15.15; 15.16	24	36.02; 36.03	App "B"
16.01; 16.02; 16.03; 16.05(c); 16.06; 16.07; 16.08; 16.09; 16.10; 16.12	29.03; 29.04	38	App "D" 1.02; 1.03; 1.04 EXCEPTIONS; 1.07; 1.08; 2.01
17			The articles listed in this table that appear in Appendix "E"

Section 8: POINTS OF CLARIFICATION

- 11.01** Casuals may apply for posted positions, but casual positions themselves are not required to be posted.
- 11.02** A Casual's "length of service" only applies to the extent that casual seniority arises under Section 7 of the memorandum of agreement. Casual seniority (and, therefore, the casual's "length of service") is only relevant if there are no regular full-time, regular part-time or temporary bargaining unit members qualified for the vacancy or new position.
- 11.03** If a Casual is appointed to a new or vacant position, the trial period applies. If the employee proves unsatisfactory during the trial period, the employee reverts back to casual status.
- 14.06** If a Casual employee is working a scheduled shift and, during that shift, is summoned to attend as a witness before an arbitrator or meet with management in joint consultation as prescribed by Article 28, the casual employee shall be compensated for the actual time missed to a maximum of the remainder of that shift.
- 15.11** If, due to operational requirements, a casual employee is to miss a designated meal or rest period or part thereof and the total break cannot be granted during the shift, the total meal or rest period shall be compensated at the applicable overtime rates.
- 16.02** (a) "overtime" for a casual employee means authorized work in excess of 70 hours in a two week period for casual employees who would otherwise be considered in Group A and 75 hours in a two week period for casual employees who would otherwise be considered in Group C, excepting casual Clinical Therapists. Casual employees who are scheduled for a shift of seven (7) or more hours will be entitled to overtime compensation if they are required by the Employer to work beyond the scheduled hours.
- (b) "time and one half" for casual employees is calculated by determining the casual employee's applicable hourly rate and multiplying by 1.5.
- (c) "double time" for casual employee is calculated by determining the casual employee's applicable rate and multiplying by 2.
- 19.01** The days listed in 19.01 are not paid holidays for casual employees. However, those days listed in 19.01 are considered "a holiday" for the purposes of compensation for casuals under 19.05(a).
- 19.06** A casual employee is entitled to double time compensation for overtime, as defined in this casual memorandum, worked on a paid holiday.

- 20.14** When a casual employee returns to work on the expiration of a pregnancy, parental, or adoption leave, or from a period of disability, the casual employee shall resume casual status and 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 her employment. If the period of the leave or disability 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.
- 20.19** If a critical condition which requires the casual employee's personal attention resulting from an emergency (ie. flood, fire, etc.) Which cannot be serviced by others or attended to after the casual employee's shift and which occurs while the casual employee is working a shift, the casual employee shall be granted such time off as is necessary to attend to the critical condition without loss of pay up to a maximum of the remainder of that shift.
- 24.01** Except as provided under Section 5 (b) of Appendix 3 (Casual Employees) a casual employee shall not be disciplined or terminated without just and sufficient cause.
- 41** Only a regular full-time employee (being the incumbent of the position proposed to be shared) may request a job sharing of that employee's regular full-time position. However, a casual employee who otherwise qualifies pursuant to Article 41 may be eligible to share the incumbent's position. If the casual employee is accepted by the Employer as the host's complement, the employee's status shall change to temporary, and the provisions of Article 41 apply. Upon completion of the job share arrangement, the complement employee reverts to casual status.

APPENDIX “D”
Memorandum of Agreement
12 Hour Shift

The parties agree to modify the Collective Agreement for those employees on twelve (12) hour shifts. The clauses noted below shall replace their numbered equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply.

- 15.01 (a)** For the employees in classification Group A, the hours of work shall be an average of seventy (70) hours per two week period. A twelve (12) hour shift shall be inclusive of three (3) paid fifteen (15) minute rest periods and exclusive of an unpaid ninety (90) minute meal period which may be taken in two breaks;
- 15.01 (b)** For the employees in classification Group B, the hours of work shall be an average of seventy (70) hours per two week period. A twelve (12) hour shift shall be inclusive of three (3) paid fifteen (15) minute rest periods and exclusive of an unpaid ninety (90) minute meal period which may be taken in two breaks. Clinical Therapists in classification Group C and employees in classification Group B are exempted from the application of overtime in Article 16; or
- 15.01 (c)** For the employees in classification Group C, the hours of work shall be an average of seventy-five (75) hours per two week period. Each twelve (12) hour shift shall be inclusive of three (3) paid fifteen (15) minute rest periods and exclusive of an unpaid forty-five (45) minute meal period which may be taken in two breaks. During break Counsellors are required to remain available in the work unit. If a Counsellor is called to work during the designated breaks, Article 15.11 Recall During Meal or Rest Breaks applies.
- 15.01(5)(a)** The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than four (4) consecutive twelve (12) hour shifts in a two week period.
- 15.09 (b)** After schedules are posted, every reasonable effort shall be made to provide twelve (12) hours between shift changes unless as otherwise mutually agreed.
- 19.03** **Holiday Falling on a Day of Rest**
When the day designated as a holiday coincides with the employee’s day of rest, the Employer shall grant the holiday with pay (of seven (7) hours for employees in classification Groups A & B and seven and one-half (7.5) for employees in classification Group C) on either:
- 19.05** Where an employee is scheduled to work on a holiday, and more than one-half of the employee’s scheduled shift falls on the day of the paid holiday, as defined in Article 19.01, the employee shall receive:

- (a) Pay at the rate of one and one-half (1.5) their regular rate for the hours worked on the holidays; and
- (b) in addition to the pay for the hours worked on the holiday, the employee shall have the option to have seven and one-half (7.5) paid hours off or seven and one-half (7.5) hours pay pro-rated in accordance with Article 15.16.
- (c) Time off for banked holiday credits shall be granted at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell; or scheduled at a time mutually agreed by the employee and the employer at a later date.

19.08 (a) An employee who is scheduled to work on a paid holiday, as defined in Article 19.01, and who is unable to report for work due to a reason covered by Article 22.01 shall receive sick leave for that day and employees in classification Groups A & B shall be granted seven (7) hours of time off in lieu of the holiday at a mutually acceptable time prior to the end of the second (2nd) calendar month immediately following the month in which the holiday fell, while employees in classification Group C shall be granted seven and one-half (7.5) hours of time off in lieu of the holiday at a mutually acceptable time prior to the end of the second (2nd) calendar month immediately following the month in which the holiday fell.

19.08 (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 19.08 (a), compensation shall be granted at the employee's regular rate of pay for seven (7) hours for employees in classification Groups A & B and for seven and one-half (7.5) hours for employees in classification Group C.

35.14 Shift Premium

An employee shall receive a shift premium of one dollar and seventy five cents (\$1.75) per hour for all hours worked, including overtime hours worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

This provision shall be retroactive to October 31, 2011.

The twelve (12) hour shift arrangement shall remain in effect unless one party gives to the other party notice of its intention to terminate the Agreement. Such notice shall be given at least sixty (60) calendar days in advance of the change.

The parties agree that, if requested by the other party, during the sixty (60) days notification period, the parties will meet to discuss the reasons for the termination of the twelve (12) hour shift arrangement and to determine if other mutually acceptable arrangements can be made.

APPENDIX "E"

EXPEDITED ARBITRATION - RULES OF PROCEDURE

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

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

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

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

Memorandum of Agreement #1

BETWEEN

**SOUTH SHORE HEALTH
(Hereinafter referred to as the "Employer")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES ADDICTIONS, Local 1933
(Hereinafter referred to as the "Union")**

Re: Team Leader

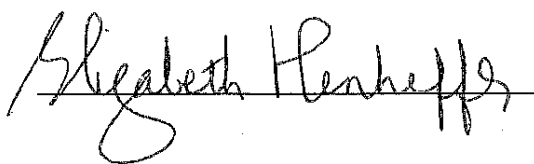
An employee appointed by the Employer to a Team Leader position shall receive a regular pay supplemental premium for the hours work in such an assignment. The pay shall be calculated by referring to the employee's base annual pay rate in Appendix "A" (excludes overtime, premiums, etc.) and adding an annual rate supplement of \$2,000. The premium for a part-time employee appointed to a Team Leader position shall be pro-rated in accordance with his/her regular hours worked.

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, schedule the activities of others; act as resource person and leader for those staff members and address client/customer service issues. Other responsibilities may include training and administrative duties as assigned.

This Memorandum of Agreement shall remain in effect unless either party gives sixty (60) calendar days notification to the Bargaining Unit Grievance and Labour/Management Committee of its wish to alter, amend or terminate the agreement.

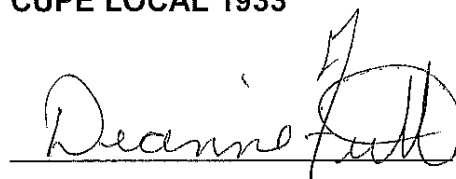

Signed on behalf of the Employer:

**SOUTH SHORE DISTRICT
HEALTH AUTHORITY**



Signed on behalf of the Union:

CUPE LOCAL 1933

DATED AT Bridgewater, N.S. this 20 day of October, 2014.

Memorandum of Agreement #2

BETWEEN

**SOUTH SHORE HEALTH
(Hereinafter referred to as the "Employer")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES ADDICTIONS, Local 1933
(Hereinafter referred to as the "Union")**

Retention Incentive

Effective on the last day of the Collective Agreement (March 31, 2012):

Upon completion of twenty-five years of service with the Employer, all permanent employees in eligible classifications will receive an additional salary increment of 3.5% greater than the highest rate in effect for the applicable classification.

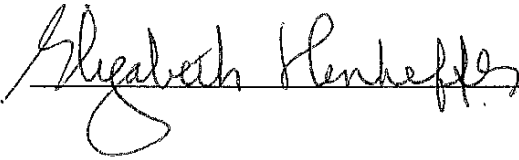
A list of eligible classifications is as follows:

Prevention and Health Promotion Coordinator II (Group "B")

Clinical Therapist (Group "C")

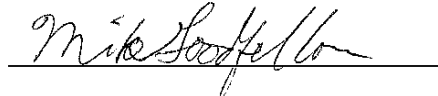
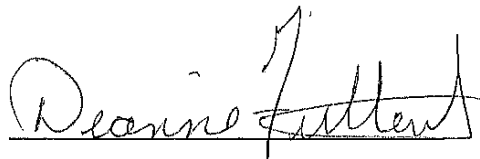
Signed on behalf of the Employer:

**SOUTH SHORE DISTRICT
HEALTH AUTHORITY**



Signed on behalf of the Union:

CUPE LOCAL 1933



DATED AT Bridgewater, N.S. this 20 day of October, 2014.

Memorandum of Agreement #3

BETWEEN

**SOUTH SHORE HEALTH
(Hereinafter referred to as the “Employer”)**

- and –

**CANADIAN UNION OF PUBLIC EMPLOYEES ADDICTIONS, Local 1933
(Hereinafter referred to as the “Union”)**

Voluntary Severance Process

Voluntary Severance

In order to avoid layoffs, employees selected in accordance with the process set out in this Memorandum of Agreement shall receive a payment in return for a voluntary severance from employment. Voluntary severance requires that a reduction in staff occurs as a result of each severance payment offered.

Prior to Voluntary Severance

Union Consultation

Prior to any affected employee being notified of a reduction in staff, the Employer will meet and advise the Union Management Committee of:

- (i) the department affected,
- (ii) the classification affected,
- (iii) the number of Employees to be potentially displaced from the department affected,
- (iv) the Employer’s determination of the least senior Employee(s) within the identified classification in the department;
- (v) all existing or pending vacancies within the identified classification within the Employer;
- (vi) the number of positions that may have access to a voluntary severance process.

Restrictions on Postings

The Employer shall not post vacancies that arise within the identified classification where there has been a declared reduction of staff until the process set out herein is complete.

Vacancy Matching

An employee can only be matched to a vacancy within the identified classification within the Employer if the annual salary and the regular hours of work do not exceed those of his/her existing position.

Voluntary Severance Process

For the purposes of this process, the Employer shall only consider expressions of interest from employees who occupy position(s) of equivalent regular hours of work as the staff complement to be reduced.

Step 1:

- (a) In the event that the Employer determines the number of employees within a particular classification to be reduced, the Employer shall invite expressions of interest for voluntary severance within the identified classification within that Employer.
- (b) The number of voluntary severances offered by the Employer shall be equal to the number of positions declared redundant within the identified classification within the Employer minus any vacancies that may exist in the identified classification within the Employer.
- (c) The Employer shall consider the expressions of interest for voluntary severance of the most senior employee(s) in the identified classification within the Employer subject to the above. The Employer shall only approve such request where operational requirements and efficiency of service permit.
- (d) Employees shall have forty eight (48) hours following receipt of the notice to submit their expression of interest in writing. The Employer will determine acceptance as soon as reasonably possible following the forty eight (48) hours response time. Employees shall have seventy two (72) hours to indicate their decision in writing with respect to voluntary severance.
- (e) Where the Employer accepts the employee's expressed interest in severance, the employee shall be deemed to have voluntarily severed employment and shall forfeit all rights under the Collective Agreement. This severance is not deemed to be a layoff.

- (f) Where the Employer achieves its reduction requirements through this voluntary method, there will be no more offers of voluntary severance and this process will end.
- (f) Where the number of acceptances of voluntary severance is less than the number of employees in the identified classification to be reduced, the Employer shall identify those employees who are subject to layoff. Before such employee(s) receive a notice of layoff, the Employer will notify such employee(s) who will have seventy two (72) hours notice to express interest in voluntary severance. Above employee(s) who decline the offer of voluntary severance shall be in receipt of a layoff notice and shall be entitled to exercise options as set out in Article 34.14 (c).

Voluntary Severance Payment

- (a) The amount of voluntary severance shall be equivalent to four (4) weeks regular (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.
- (b) The entitlement of an employee to voluntary severance payment shall be based on an employee's total service as defined in article 1.02.
- (c) An employee in receipt of voluntary severance who terminates employment in accordance with these provisions and is eligible to receive a pension in accordance with the Employer's Pension Plan and commences receiving the pension immediately following the severance of employment shall also be entitled to receive the Retirement Allowance under Article 31.01 of the Collective Agreement. The maximum combined voluntary severance payment 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.
- (d) Any payment in accordance with this provision will be in the form of a lump sum.

Release Form

Employees accepting voluntary severance 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 in exchange for the severance payment.

No Entitlement to Moving / Transfer Expenses

Any employee who agrees to accept a vacancy within an Employer Grouping in accordance with the process set out above, the employee shall not be entitled to moving / transfer expenses in accordance with the collective agreement.

Signed on behalf of the Employer:

**SOUTH SHORE DISTRICT
HEALTH AUTHORITY**

Elizabeth Kenneff

Signed on behalf of the Union:

CUPE LOCAL 1933

Deanne Fuller

Mike Goodfellow

DATED AT Bridgewater, N.S. this 20 day of October, 2014.