

COLLECTIVE AGREEMENT

BETWEEN:



***The National Automobile, Aerospace, Transportation
and General Workers Union of Canada
(CAW - CANADA)
LOCAL 4600***

- and -

Cape Breton District Health Authority

***EFFECTIVE: NOVEMBER 1, 2011
EXPIRY: OCTOBER 31, 2014***

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NOTE: Where a provision is annotated by » either above or beside a provision number, this indicates a change in language.

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PREAMBLE

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

ARTICLE 1 - PURPOSE CLAUSE

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

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all Employees of the Bargaining Unit.
- 2.02 No Employee shall be asked or permitted to make any verbal or written agreement, which may be contrary to the terms of this Agreement.
- 2.03 The Union will have a bulletin board at each building designated for the purpose of posting notices of interest to its membership supplied by the Employer.
- 2.04 Non Bargaining Unit employees, will not perform work normally performed by the Bargaining Unit members, to the extent that it will result in a layoff of any member of the Bargaining Unit. This provision is not applicable to a Casual Employee.
- 2.05 No Employees shall be laid off or have regular hours reduced as a result of the Employer contracting out work, except during emergency situations, during the life of this Agreement. However, employees shall be entitled to whatever options for severance or alternate employment as set out herein. Employees not exercising any of the available options provided therein shall be reassigned by the Employer to other positions within the bargaining unit. This provision is not applicable to a Casual Employee.
- 2.06 Should a new classification, be created within the bargaining unit during the term of this Agreement, or an existing classification is substantially altered during the term of this Agreement, the Employer and the Union shall decide the rate of pay

subject to this Agreement. Nothing herein prevents the Employer from filling such positions and having Employees working in such positions during such negotiations.

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

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that Employees shall be governed by Employer rules and regulations except those areas which conflict with the Collective Agreement, in which case, the provisions of this contract shall apply. Subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as the Employer including, but not restricted to:
- (a) the right to operate and manage the Employee and working force of the Employer in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to its patients through greater efficiency consistent with fair labour standards.
 - (b) to select, hire, transfer, promote, demote, classify, lay-off, rehire, suspend or discharge for just cause and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the Employer in a discriminatory manner or contrary to the terms of this Agreement.

ARTICLE 4 - CONTINUANCE OF OPERATIONS

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

ARTICLE 5 - DEFINITIONS

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

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

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

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

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

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

- 5.06 **LTD Program** means the Nova Scotia Association of Health Organizations Long Term Disability Program.
- 5.07 **Leave of Absence** means absence with the prior authorization of the Employer.
- 5.08 **Employment date** is the Employee's most recent date of hire in a regular position and shall not change. Where two (2) or more employees have the same employment date, the order of their placement on the seniority list will be determined by a lottery draw at the next Labour Management meeting following the date of hire or earlier if required to resolve a conflict.
- 5.09 **Employer** is the Cape Breton District Health Authority (#8).
- 5.10 **Union** is Local 4600 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW- CANADA).
- 5.11 **Bargaining Unit** is the Employees of the Employer as defined in the Labour Relations Board certification order, or as may be amended by the parties from time to time.
- 5.12 **Rotation** means a repeating cycle of scheduled shifts whereby the hours of work for each bi-weekly period shall provide for seventy-five (75) hours bi-weekly for a full-time Employee. Regular bi-weekly pay for a full-time Employee shall not be affected by unequal distribution of shifts in each of the bi-weekly periods required by rotations.
- 5.13 **One year service** - One year service shall be defined as 1950 paid hours.
- 5.14 **Fiscal year** means the twelve (12) month calendar period, April 1st to March 31st. Benefits stated in terms of yearly maximum amounts shall be determined in accordance with the most recently completed fiscal year.
- 5.15 **Spouse** means a legal marriage partner or a live-in partner who has been identified in writing by the Employee to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.
- 5.16 **Site** means:
- Buchanan Memorial Hospital
 - Cape Breton Regional Hospital
 - Glace Bay Healthcare Facility
 - Harbour View Facility
 - Inverness Consolidated Hospital
 - New Waterford Consolidated Hospital
 - Northside General Hospital
 - Sacred Heart Hospital
 - Taigh Gradach House

- Taigh Na Mara
- Victoria County Hospital

- 5.17 **Regular Hours Paid** means hours paid by the Employer to a maximum of 1950 hours annually including paid vacation hours, the straight time equivalent of paid holiday hours and paid sick leave, unpaid Union leave reimbursed by the Union as provided in Article 14.09, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours worked and hours paid directly or indirectly by a third party
- 5.18 **Additional Shifts** means shifts which become available before posting of the schedule.
- 5.19 **Relief Shifts** means shifts which become available after posting of the schedule.
- 5.20 **Threshold Requirements**
In exercising options under Articles 20 and 21, threshold requirements and threshold abilities shall mean the minimum requirements for entry to the position when qualified.
- 5.21 **Team Leader** Team Leader is an individual appointed by the Employer and who is paid the Team Leader stipend of one (\$1.00) dollar for each regular hour worked as a Team Leader or seven dollars fifty cents (\$7.50) per seven and one-half (7.5) hour shift.

A Team Leader, in addition to performing the regular duties of their classification, is expected to assist management to coordinate the operation of the department(s), schedule the activities of others within an assigned department; act as a resource person and leader for those staff members and address client/customer service issues. Other responsibilities may include training and administrative duties as assigned.

ARTICLE 6 - MANAGEMENT AND LABOUR RELATIONS COMMITTEE

- 6.01 There shall be a Labour / Management Committee composed of three (3) representatives of the Union, which may change from facility to facility and three (3) representatives of the Employer, or as otherwise mutually agreed between the Union and the Employer. The function of the Committee shall be to discuss matters of mutual concerns to the parties, but it is understood and agreed that the Committee will not discuss grievances. The Committee shall meet on an informal basis at a time convenient to the parties. It is understood that the Union committee members will be paid for time spent at such meetings during their regular working hours.

»ARTICLE 7 - UNION SECURITY

- 7.01 It shall be a condition of employment for all Employees currently employed by the Employer and all new Employees employed by the Employer that they take out and maintain membership in the Union.
- 7.02 (a) The Employer shall deduct from each member of the bargaining unit regular Union dues, fees and assessments as uniformly assessed and directed by the Union. Deductions shall be remitted to the Secretary/Treasurer of each local of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - CANADA), not later than the fifteenth (15) day of the month following the period for which the deductions apply.
- (b) The Employer shall endeavour to advise the Union in conjunction with the biweekly dues submission, of the names of newly appointed Employees as well as resignations.
- (c) During orientation, the Employer will provide each new employee with a package prepared by the Union along with a copy of the Collective Agreement.
- (d) The Employer shall furnish the local union's financial secretary with a complete mailing address of each member of the Bargaining Unit with updates annually except where an employee expressly requests in writing that their address not be given.
- 7.03 There shall be no loss of regular pay or benefits for Union representatives for purposes of the following:
- (a) attending meetings with Local or Regional management;
- (b) Up to a maximum of four (4) persons from the Health Care bargaining unit participating in direct negotiations with the Employer for the renewal of the Collective Agreement;
- (c) if subpoenaed to participate in arbitration hearings.
- 7.04 The Union and the Employer agree to share equally in the cost of reproducing sufficient copies of the Collective Agreement.
- 7.05 The local Union shall advise the Employer of those persons who are elected / selected to local Union positions.

» 7.06 **Computer Access**

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

- (b) Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Step 1 may be bypassed.
- (c) The Employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance within ten (10) days. If the answer is not acceptable to the Employer, the Employer may within ten (10) days from the day the President provides an answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.
- (d) A Union representative or designate may participate in the discussion relating to a grievance at the request of either party.
- (e) If a settlement is not reached in the steps above, either party may serve notice of intention to seek arbitration. Such notice must be given within fifteen (15) working days.

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

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

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

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

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

ARTICLE 9 - HOURS OF WORK

- 9.01 (a) (i) The regular hours of work for a full-time Employee shall be 75 hours biweekly and normally consist of an average of either ten (10) shifts of seven and one-half (7.5) hours or a combination of shifts as defined in 9.01 (d) in a biweekly period. Each regular seven and one-half (7.5) shift shall include two (2) fifteen (15) minute paid rest periods and a thirty (30) minute unpaid meal break.
- (ii) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow the employee to have meal and rest break(s) during the scheduled shifts. Employees shall be permitted to combine meal and/or rest break(s) where operationally possible.
- (iii) It is recognized as inherent in health care employment that on shifts where scheduling will not permit, employees may have to take their meal break(s) and/or rest break(s) at the work station or in the site. Where employees are not able to receive meal or rest breaks during the shift, the employee will be paid or credited for the missed break(s) at applicable overtime rates. Where time off is chosen it shall be scheduled at a mutually agreed time.
- (iv) **Semi-annual Time Change**
The changing of standard time to or from Daylight Savings Time shall not result in an Employee receiving more or less pay than their normal shift as defined in Article 9.01 (a) (i).
- (b) Hours of work which are at variance with the regular hours as stated in Article 9.01 (a) may be utilized, provided there is a mutual agreement between the Employer and the Union. A Memorandum of Agreement shall be drawn up to accommodate such changes.
- (c) Employees who are required by the Employer to work rotating shifts (days, evening or nights, Monday to Sunday inclusive), shall be scheduled for such shifts on an equitable basis.
- (d) Rotations shall be designated by the Employer and shall consist of:
- (i) Ten (10) shifts of 7.5 hours in a two week period; or
- (ii) Six (6) shifts of 11.25 hours and one shift of seven and one-half (7.5) hours in a two week period; or

- (iii) Such other combinations of shifts agreed to by the Union and the Employer that result in a total or an average of seventy five (75) hours worked in a two (2) week period.
 - (e) No regularly scheduled shift shall be less than three (3) continuous hours.
- 9.02 (a) Subject to the applicable provisions of the Labour Standards Code, scheduled days off work for full time employees shall be given in not more than two segments in a bi-weekly period except as mutually agreed or in accordance with Article 9.01 (d).
- (b) Every Employee is entitled to one (1) weekend off in each four (4) week period; except as mutually agreed and in accordance with Article 9.01 (d). Where operational requirements permit more weekends off, the Employer will distribute them on an equitable basis. This provision is not applicable to Casual Employees.
- 9.03 Employees working in an area where the temperature exceeds 95 ° Fahrenheit (35 ° Centigrade) shall be granted one ten (10) minute break for each hour that the temperature continuously exceeds 95 ° Fahrenheit (35 ° Centigrade). Rest periods defined in 9.01 (a) (i) shall not be deducted.
- » 9.04 **Shift Premium**
Effective November 1, 2011, employees who work between 1800 and 0600 will receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked.
- 9.05 (a) For employees required to work rotating shifts, the Employer will endeavour to provide at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed.
- (b) Regular schedules shall be posted at least four (4) weeks in advance of the period to be worked. Once posted, the Employer will endeavor to minimize changes to the schedule. However, in the event of scheduling changes by the Employer the affected Employee will be notified of such changes at the earliest possible time. Where the Employer provides less than sixteen (16) hours advance notice the employee shall be compensated at the rate of one and one half times (1.5x) the employee's regular hourly rate for the changed shift. This provision shall not apply to a change in the start or stop time of a shift on a day previously scheduled to work.

- (c) On call shift schedules must be posted four (4) weeks in advance and assigned equally among staff.
 - (d) Employees may exchange shifts with the prior approval of the Employer. Such approval will not be unreasonably denied.
 - (e) For the purposes of Article 9.05 (a) - (d) inclusive, these provisions are not applicable to a Casual Employee.
 - (f) The assignment of Casual employees for available shifts shall be on the basis of availability. Such shifts shall be offered on a rotating basis.
- 9.06 (a) Except where otherwise provided under Article 9.01 (d), time worked in excess of the regular shift of seven and one-half (7.5) or more hours shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first four (4) continuous hours of such overtime worked and at the rate of two times (2x) the Employee's regular rate of pay for the overtime hours worked in excess of four (4) continuous hours. Except where otherwise provided under Article 9.01 (d), time worked in excess of seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay.
- (b) An Employee may be required to work up to fifteen (15) minutes without qualifying for overtime, for the purpose of effecting the shift change.
- 9.07 Overtime must be authorized by a representative of the Employer.
- 9.08 Where overtime assignments are such that employees are given the option as to whether they wish to work the overtime, employees opting to not work shall not be penalized by the Employer.
- 9.09 Employees shall indicate in writing their desire to work overtime shifts. Overtime shifts shall be assigned on a rotating basis. Where operationally efficient, overtime shifts will first be offered to Regular employees and Casual employees in Temporary Positions before being offered to other Casual Employees.
- 9.10 The Employee may take time off in lieu of overtime compensation by mutual agreement at the appropriate rate for each hour worked. Time off shall be granted at a mutually agreed time. Time off in lieu banks exceeding seventy-five (75) hours may be paid out to the Employee. This provision is not applicable to a Casual Employee.

» 9.11 **Weekend Premium**

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

9.12 Employees will be provided with a meal voucher where cafeteria services are available or, where such services are not available, a meal allowance of eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled seven and one half (7.5) hour shift.

9.13 (a) Temporary Assignment - Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than his/her own, he/she shall be paid his/her own classification rate. If an Employee is assigned to perform work at a higher rate than his/her own, they shall receive the higher rate beginning on the first working day in the new classification

(b) When an Employee within the bargaining unit is appointed temporarily to a management position, the temporarily assigned Employee shall receive a premium of twenty-five percent (25%) above the Employee's regular hourly rate not to exceed the rate of the Employee being replaced.

9.14 Pay day shall be bi-weekly with the Employer supplying an adequate statement of all amounts and deductions.

9.15 (a) Where the Employer changes the schedule of an Employee so as to require on the day that change is made, that the regular start time of their shift previously scheduled is to occur earlier than posted, the Employee shall be compensated for the complete shift, where the Employer determines that every reasonable effort has been made by the Employee to report for work for the normal start time of this newly assigned shift. The Employee will be compensated for the complete shift. This provision is not applicable to a Casual Employee.

(b) Casual employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual employee shall be provided with work or be paid for the cancelled shift.

9.16 Where storm conditions create transportation difficulties such that an employee cannot arrive at work at the scheduled work time, it is the responsibility of the

employee to notify their supervisor and to make every reasonable effort to arrive as soon as possible. Where the employee arrives for work within two hours of the start time for the shift, the employee shall receive regular pay for the late arrival.

- 9.17 (a) The provisions of Article 9.06 and 16.02 shall not apply to regular part-time employees who apply for and are assigned to work shifts in addition to those for which the employee is posted to work except when the employee is required to work in excess of a regular shift of seven and one-half (7.5) hours or seventy-five (75) hours per pay period.
- (b) (i) Regular Part time employees who are scheduled for Additional Shifts prior to the posting of the schedule and are subsequently unavailable for work, shall qualify for paid leave for the shifts not worked provided they have sufficient leave credits.
- (ii) Employees who have accepted assignments to Relief Shifts after the posting of the schedule and are subsequently unavailable for work, shall not qualify for paid leave for the shifts not worked.

ARTICLE 10 - STATUTORY HOLIDAYS

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

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

- (b) In addition to the above holidays, any additional holidays declared by the Federal or Provincial governments.
- (c) The parties recognize the significance of Davis Day and an Employee who requests the day of June 11th off in accordance with Article 9.05(b), the Employer will schedule the Employee accordingly. Davis Day is not a recognized paid holiday and premium pay for that day will not apply.
- 10.02 Compensation for statutory holidays will be the Employee's regular classification rate except where the Employee has been temporarily assigned to a classification paying a higher rate whereby they would receive the higher classification rate.

- 10.03 (a) If an employee works a shift on the calendar date of a holiday listed in Article 10.01, the employee will be compensated at the rate of one and one-half (1.5x) times the employee's regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by the Employee.
- (b) In addition to the compensation for the hours worked on the holiday the Regular Full-Time employee shall have the option to have seven and one half (7.5) hours as pay or time off as mutually agreed between the Employer and the employee.
- (c) In lieu of the holidays listed in Article 10.01 above, Regular Part-Time employees shall be entitled to one (1) hour of holiday compensation for each 23.5 regular hours paid. The method of compensation shall be pay or time off as determined by mutual agreement.
- (d) Where time off is to be scheduled it shall occur at a time mutually agreed between the Employer and the employee.
- 10.04 When a holiday designated in Article 10.01 occurs on a day scheduled as a day off for a full time Employee, the employee may receive pay for the holiday when mutually agreed between the Employer and the Employee or shall be scheduled for an alternate day off with pay in lieu of the holiday at a time mutually agreed.
- 10.05 If any Employee is not scheduled to work a Holiday and is called in to work without seventy-two (72) hours notice for a shift commencing on the calendar date of a Holiday, the Employee shall be paid two (2 x) times the Employee's regular rate of pay for hours worked that shift. In addition, the Full-Time Employee shall receive an alternate seven and one-half (7.5) hour day off in lieu of the Holiday at a mutually agreed time. This provision is not applicable to a Casual Employee.
- 10.06 The Employer will schedule Employees required to work holidays on a fair and equitable basis. An Employee shall have either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off, on a yearly rotating basis unless mutually agreed otherwise. This provision is not applicable to a Casual Employee.

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

- 10.07 Employees who are scheduled for work and report for duty on December 24th and are required to work beyond 12:00 noon shall be compensated for all hours worked after 12:00 noon, to a maximum of four (4) hours at the rate of one and one half (1.5x) times the Employees regular hourly rate of pay.
- 10.08 Employees required to work beyond the seven and one half (7.5) hours shift hours for a shift commencing on the calendar date of a Holiday shall receive compensation at the rate of two (2 x) times the Employee's regular hourly rate of pay for all hours worked beyond the shift.
- 10.09 Employees shall be eligible for compensation under this Article only for the regular shifts where the majority of shift hours occur on the calendar date of a Holiday
- 10.10 If one or more holidays noted in Article 10.01 occurs during the regular scheduled vacation of a Regular Employee, the Full-Time Employee shall receive holiday pay for that day. The Part-time employee shall receive pay for that day to the extent that they have banked holiday credits. In both cases, vacation credits shall not be reduced for that day. This provision is not applicable to a Casual Employee.

ARTICLE 11 - SICK LEAVE

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

- 11.01 (a) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.
- (b) Employees shall be entitled to accumulate sick leave credits at the rate of eleven and one quarter (11.25) hours for each one hundred and sixty-two-point-five (162.5) regular hours paid. Employees shall not be entitled to paid sick leave during their probationary period. After the probationary period, the sick leave accumulated during the probationary period will be credited to the Employee.
- (c) Sick leave shall accumulate to a maximum of eleven hundred and twenty five (1125) hours.

- 11.02 (a) When a period of paid sick leave extends into a period of scheduled vacation, those days of vacation lost due to illness shall become sick leave, and paid subject to the availability of accrued sick leave credits. Vacation days shall be rescheduled at a later date. Employees may be required to provide proof of illness.
- (b) If an Employee is hospitalized during a period of scheduled vacation, days of vacation lost while hospitalized and convalescing as a result of the hospitalization shall become sick leave and paid subject to the availability of accrued sick leave credits. Vacation days shall be rescheduled at a later date. Employees may be required to provide proof of illness.
- (c) Sick leave will be paid from the accumulated credits and the Employee will not be permitted to substitute other paid leave days in place of sick leave.
- 11.03 The total of regular hours paid by the Employer shall be considered in calculating the accrual of sick leave credits.
- 11.04 Where possible, the Employer shall provide a statement of sick leave credits on the Employee's bi-weekly pay record or upon request of the Employee.
- 11.05 Employees may be required to provide proof of illness for any absence due to illness. Where an Employee is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports.
- 11.06 An Employee who reports for work as scheduled and leaves work due to illness shall be paid for actual time worked. Where an Employee has sick leave credits, the Employee shall be compensated for the remainder of that shift from accrued sick leave credits.
- 11.07 (a) Subject to available sick leave credits, regular employees shall be permitted leave of absence without loss of regular pay, for up to twenty-two and one-half (22.5) hours in total per fiscal year to attend to personal preventative medical and dental appointments. Employees shall endeavour to arrange for such appointments during off duty hours.
- (b) When required to be off duty, employees shall provide their supervisor with as much advance notice as is possible.
- (c) The Employer may require proof of the need for leave for any of the above situations. Hours paid for such leaves shall be deducted from accumulated sick leave credits.

ARTICLE 12 - VACATIONS

Article 12 is not applicable to a casual employee.

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

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

12.02 For Employees with less than one (1) complete year of service prior to the annual cut off date of April 1st, vacation will be credited on a pro-rata basis for each completed month worked. A month worked shall consist of one hundred and sixty-two-point-five (162.5) regular hours paid.

12.03 Vacation shall be scheduled by the Employer in a manner that will least interfere with the operation of the Employer's business. Vacation shall be scheduled between April 1st and March 31st each year. Qualifying service for vacation entitlement for the ensuing year shall be calculated as of April 1st based on each employee's Full-time equivalent status. Except where provided otherwise in this agreement, vacation leave entitlement shall be used within the year in which it is earned. A year worked means one thousand, nine hundred and fifty (1950) regular hours paid.

- 12.04 A vacation entitlement will be posted by February 1st of each year. Employees vacation preference must be made known by March 1st with the vacation list posted by April 1st. Those Employees not indicating their preference by the referred date will lose their right to choice.
- 12.05 In scheduling vacations, the Employer will make a reasonable effort to grant a full-time Employee the weekend off immediately preceding and immediately following the vacation period, if requested by the Employee.
- 12.06 (a) In developing the vacation schedule, the Employer will distribute the vacation with a minimum of two (2) consecutive weeks at a time requested by the Employee. Where two or more employees request vacation for the same period of time, preference for vacation will be on the basis of seniority.
- (b) Where it has not been operationally possible for the Employer to schedule an Employee's vacation, the unused vacation credits shall be carried over to the next year.
- 12.07 For the purpose of calculating the vacation with pay to which an Employee is entitled, any leave with pay up to forty (40) days shall be considered days of work.
- 12.08 If a regular full-time Employee is called back to work during their vacation period (ie. that period from an employee's first scheduled paid vacation day to the employee's first scheduled return to work date), the Employee shall be compensated at the rate of two (2x) times the Employee's regular rate of pay for the hours worked. In addition the Employee shall receive regular pay for hours remaining in the regular shift. The interrupted vacation day shall be rescheduled.

In no event shall Vacation Period exceed:

- Three (3) weeks (21 days) for each employee with less than five (5) years service.
- Four (4) weeks (28 days) for employees with more than five (5) years but less than fifteen (15) years service.
- Five(5) weeks (35 days) for employees with more than fifteen (15) years but less than twenty-five (25) years service.
- Six (6) weeks (42 days) for employees with twenty-five (25) or more years service.

- 12.09 If an Employee's vacation is approved and then cancelled by the Employer causing the Employee to lose a monetary deposit on vacation accommodations

and/or travel and providing the Employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit.

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

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

» 12.12 **Vacation Credits Upon Death**

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

ARTICLE 13 - BEREAVEMENT LEAVE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - LEAVE OF ABSENCE

14.01 An Employee may request a leave of absence without pay for a legitimate reason and such request will not be unreasonably denied. To be valid, every request must be submitted in writing and approved by the Employer in writing.

14.02 Upon return from a leave of absence, an Employee shall be reinstated to the position held prior to the leave of absence except when the position is no longer available following the leave of absence, in which case subject to the provision of Article 18.00, the Employee shall be appointed to an alternate position.

14.03 The Employer agrees to pay into a special fund an amount of one cent (\$.01) per hour for all regular hours paid for the regular employees to provide for a Paid Education Leave (PEL). Such leave will be for upgrading the Employee skills in all aspects of Trade Union functions. Such payment will be remitted on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification and sent by the Employer to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, RR #1, CAW Road 25, Port Elgin, Ontario N0H 2C5.

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

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
 - i) in or under the authority of a court or tribunal; or
 - ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it;
 - iii) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.

The leave of absence under this Article shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation. An Employee given such leave of absence without loss of regular pay shall pay to the Employer the amount that the Employee receives for this duty. This provision is not applicable to Casual Employees except those in Temporary Positions.

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

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

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

- (ii) in the case of an emergency which requires the Employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the Employee at a time when the Employee is off duty.
 - (b) When required to be off duty, Employees shall provide their supervisor with as much advance notice as is possible.
 - (c) The Employer may require proof of the need for leave for any of the above situations.
 - (d) Regular part-time Employees shall be entitled to the above leave on a pro-rata basis.
- 14.06 (a) The Employer may grant leave of absence without loss of regular pay for a maximum of fifteen (15) hours per year, taken on not more than four (4) occasions per year without loss of seniority to write examinations to upgrade employment qualifications. Such examinations must relate to the employee's position with the Employer.
- (b) Subject to operational requirements, the Employer agrees to allocate educational leave on an equitable basis.
 - (c) This provision is not applicable to a Casual employee.
- 14.07 Where an employee is a volunteer fire fighter and his/her job responsibilities permit response to an emergency call, the Employee will suffer no loss of regular pay while performing their duties responding to such emergency call.
- 14.08 An Employee who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of regular pay, during normal working hours to assist in matters relating to the Agreement. Such a representative must request and obtain permission from their immediate management supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.
- 14.09 At the request of the Union, subject to operational requirements, the Employer may grant an Employee a leave of absence for Union business. The Union must give reasonable notice to enable the Employer to obtain a replacement. Where such leave is granted, the Employer agrees to continue the Employee's salary

and benefits during such leave and the Union shall reimburse the Employer the cost of such salary and benefits. The name and address of the Treasurer will be given to the Employer. The bill will be sent to the Treasurer of the Local involved. The Union agrees to pay the bill within thirty (30) days of receipt of the bill. This provision is not applicable to a Casual employee.

ARTICLE 15 - PREGNANCY, ADOPTION AND PARENTAL LEAVE

Pregnancy/Birth Leave

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

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

Parental and Adoption Leave

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

- 15.03 (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave,

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

leave, the Casual employee shall return to Casual status. An Employee shall be entitled to the appropriate increment level and benefits, with no loss of benefits accrued to the commencement of the leave.

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

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

15.06 **Pregnancy/Birth Leave Allowance**

- (a) A Regular Employee or a Casual Employee in a Temporary Position (for the duration of such Temporary Position) is entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied or, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) For the purpose of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1.5X) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Pregnancy/Birth Leave Allowance is not applicable to a Casual Employee.

15.07 Parental and Adoption Leave Allowance

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

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

- (c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1.5X) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Parental and Adoption Leave Allowance is not applicable to a Casual Employee.

ARTICLE 16 - STANDBY AND CALL BACK

16.01 An Employee may be required to be on Stand-By. An Employee assigned to be on standby shall receive thirteen dollars and fifty cents (\$13.50) for each Stand-By period of eight (8) hours or less. The Employer shall pay an Employee who is on Stand-By on a named holiday twenty-seven dollars (\$27.00) for each Stand-By period of eight (8) hours or less. The Employer will provide pagers or other communication devices for Employees assigned to be on Stand-By.

16.02 (a) An Employee required to report back to the workplace after leaving the premises of the Employer following the completion of a shift but before the commencement of the Employee's next scheduled shift or is called back on a day the Employee is not working ("Call Back") shall be compensated with a minimum of four (4) hours pay at the employee's regular hourly rate or overtime for the hours worked in accordance with Article 9.06, whichever is greater. Call Back premiums do not apply to Additional or Relief Shifts.

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

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

16.03 An employee shall be entitled to a rest interval of six (6) hours between the time an employee on Stand-by, working a Call Back, completes a period of Call Back and the commencement of the employee's next scheduled shift except when the first Call Back is within two (2) hours of the commencement of the next scheduled shift in which case the employee shall not be entitled to a six (6) hour rest interval. The rest interval shall not cause a loss of regular pay for the hours not worked on the previously scheduled shift.

If mutually agreeable between the employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

ARTICLE 17 - DISCRIMINATION/WORKPLACE HARASSMENT

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

ARTICLE 18 - SENIORITY

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

Seniority for Casual employees shall commence on the employee's most recent date of hire as a Casual employee ("Casual Seniority"). Should a Casual employee become a Regular employee, their Regular Seniority and service date shall be the date of hire into the Regular position. However, where a Casual employee in a Temporary Position becomes a regular employee without a break in service, the seniority shall be effective on the date of appointment to the temporary position.

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

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

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

18.04 Seniority shall operate on a bargaining unit wide basis.

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

- (i) discharge for just cause;
- (ii) resignation from employment and failure to revoke the resignation notification within a period of two working days;

- (iii) failure to return to work following recall after being notified by registered letter;
 - (iv) layoff for a period longer than twenty-four (24) months except as set out in 21.05(e).
 - (v) early or normal retirement
- (b) taking a regular management position after four hundred and ninety-five (495) hours worked, will lose their seniority within the bargaining unit.

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

ARTICLE 19 - PROMOTIONS AND STAFF CHANGES

» 19.01 (a) Where the Employer determines that:

- (i) A regular vacancy exists;
- (ii) A new position is created; or

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

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

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

- (c) The candidate shall normally be placed in the new position within sixty (60) days of her or his successful appointment or effective date, whichever is later, regardless of her or his current position. In the event that the successful candidate is not able to be placed in the new position within this sixty (60) day period due to operational requirements, the Employee shall receive the higher rate of pay, if any, for the new position, commencing on the forty-sixth (46th) day.
- (d) Any Regular Employee filling such a Temporary Position must complete at least ninety (90) days in the Temporary Position before being eligible to apply for any other Temporary Position unless the position has a greater hourly rate or a duration of six (6) months or greater.
- (e) A Casual Employee filling a Temporary Position must complete at least ninety (90) days in the Temporary Position before being eligible to apply for any other position unless the position is a Regular Position or a Temporary Position with a greater hourly rate or a duration of six (6) months or greater.
- (f) Any such vacancy may be filled during the posting and selection process until the appointment is made. The successful candidate will begin in the new position as soon as is operationally possible, and normally not later than two weeks following the date of the appointment.
- (g) Only those positions which cannot be filled by a Bargaining Unit applicant possessing the required skills, abilities, and qualifications will be filled by a candidate from outside the Bargaining Unit.

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

- 19.03 (a) Where a successful candidate is a current bargaining unit member having successfully completed a probationary period, the Employee will retain seniority and shall be placed on a trial period for four hundred, ninety five (495) regular hours worked. Conditional on satisfactory performance, the Employee shall be appointed to the position after the trial period.
- (b) If the candidate proves unsatisfactory or chooses to return to their former position within the trial period, the candidate shall be reinstated to their

former position and/or status. Other Employees displaced by the reinstatement shall also be reassigned to their former positions and/or status.

- (c) In the event that the candidate proves unsatisfactory or chooses to return to the previous position as set out in (b) above, the candidate who has placed second in the selection process shall be offered the position.

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

» **19.05 Scope of Practice**

Should the Employer increase a Classification's Scope of Employment or should the Scope of Practice be increased by an external body or college and this change is required by the Employer and/or is required to maintain licensing, then existing employees within that classification will be provided a reasonable time period to upgrade their levels of competency. Notwithstanding Article 14.06, should an Employee's Scope of Practice be increased by an external body or college and the change is required by the Employer, then the Employer will cover registration costs and course materials and employees shall suffer no loss of pay to attend the training.

Notwithstanding situations where an Employee needs to be accommodated under the NS Human Rights Act, an Employee who is unable to meet an Employer's Scope of Employment will be grandparented in their position. Employees who do not meet the new Scope of Practice required by the Employer and / or is required to maintain licensing will be deemed to be displaced and will exercise their rights under Article 21.

ARTICLE 20 - TECHNOLOGICAL CHANGE

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

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

- (b) Where the number of redundant positions exceeds the number of such vacancies, the Employer shall issue an invitation for expressions of

interest for voluntary severance equal to such excess redundant positions in accordance with Article 20.02.

- (c) Where:
- (i) the number of vacancies equals the number of redundant positions, or;
 - (ii) the number of vacancies exceeds the number of redundant positions and the Employer has determined which vacancies equal to the number of redundant positions will be posted under this Article 20.01, or;
 - (iii) where the Employer has identified vacancies equal to the number of redundant positions following a call for volunteer severances the Transition Support Program (“TSP”) under Article 20.02 below;

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

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

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

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

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

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

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

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

ARTICLE 21 - LAYOFF, RECALL AND DISPLACEMENT

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

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

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

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

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

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

(a) The employee to be displaced from their position as a result of a redundancy or a work force reduction within a department at the site shall be the employee(s) with the least seniority within the classification to be reduced in the department.

- (b) Any employee in receipt of a lay-off notice shall indicate in writing their preferred option within 24 hours of receipt of their lay-off notice. Where the employee has not chosen lay-off or a severance under the TSP, the employee shall exercise their seniority beginning at any of the following options:
- i) at the employee's option, be placed in any available vacancy which the Employer has determined is to be filled within the employee's classification or classification group in the bargaining unit at any other Site for which the employee possesses the requisite threshold abilities; or
 - ii) **Option One** - displace the most junior employee within the same classification in another department at that site; or
 - iii) **Option Two** - displace the most junior employee within another classification within the displaced employee's classification group and for which the employee possesses the requisite threshold abilities to do the job at the site; or
 - iv) **Option Three** - displace the most junior employee from another classification within a different classification group at the site and for which the employee possesses the requisite threshold abilities to do the job; or
 - v) **Option Four** – displace the most junior employee within the same classification at any other site; or
 - vi) **Option Five** – displace the most junior employee within another classification within the displaced employee's classification group and for which the employee possesses the requisite threshold abilities to do the job at any other site; or
 - vii) **Option Six** – displace the most junior employee from another classification within a different classification group at any other site and for which the employee possesses the requisite threshold abilities to do the job.
- (c) No employee shall be permitted to be placed in any vacancy or displace an employee in a position outside of their classification group with a pay rate more than ten percent (10%) higher than their current pay rate.

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

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

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

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

and of the dental care plan referred to in (b) below. This provision shall apply to Employees who agree to pay the other thirty-five percent (35%) of the premiums.

(b) **Dental Plan**

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

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

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

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

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

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

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

- (b) Subject to the Plan requirements, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the employee share of the benefit premium contribution. The Employer shall

only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence. If the Employee remains in receipt of Long Term Disability benefits after the thirty (30) months from the date of absence, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

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

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

ARTICLE 23 - UNIFORMS AND LAUNDRY

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

23.01 Uniforms shall be supplied by the Employer as required.

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

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

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

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

»ARTICLE 24 - RETIREMENT ALLOWANCE

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

This provision is not applicable to a casual employee.

ARTICLE 25 - STAFF DEVELOPMENT

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

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

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

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

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

25.03 Licensing Body Dues Deduction

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

25.04 Notice of any disciplinary action, other than terminations or suspensions without pay, shall be removed from the employee's file after the expiration of two (2)

years from the date it was issued, provided there has not been any further infractions of a similar nature.

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

ARTICLE 26 - HEALTH AND SAFETY

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

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

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

ARTICLE 27 - SUBSTANCE ABUSE

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

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

ARTICLE 28 - RELOCATION OF WORK

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

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

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

ARTICLE 29 - LPN's and CCA's

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

»ARTICLE 30 - ADDITIONAL SHIFTS FOR PART-TIME EMPLOYEES

- » 30.01 (a) Additional shifts will be awarded on the basis of seniority.
- (b) All part-time employees shall indicate to the Employer in writing on the form annexed as Appendix "C" (or any revised form provided by the Employer) whether or not the employee is interested in the assignment of Additional Shifts beyond her or his designation as a percentage of full-time hours and their availability for such work. Only when the Part-Time Employee has expressed an interest, the Part-Time Employee may be assigned to Additional Shifts at their site or, by mutual agreement between the employee and the Employer, at any other site. Any changes to the availability of the Part-Time Employee must be requested in writing; such request is subject to approval by the Employer. Upon approval, the revised availability will come into effect for the next applicable posted schedule.
- (c) Relief Shifts will be offered to available part-time employees and to available casual employees who have indicated an interest in Relief Shifts at their Site, or, with mutual agreement between the Union and the Employer, may be offered at another Site or Sites. Relief Shifts becoming available at least forty-eight (48) hours prior to commencement of the Relief Shift will be offered to Part-time employees except where there are no available Part-time employees in which case Casual employees will be offered such shifts. Where Relief Shifts become available on less than forty-eight (48) hours notice such Relief Shifts will be offered to available Part-time or Casual employees on an equitable basis.

- (d) Part-time employees shall not be assigned to work Additional or Relief Shifts that would result in the employee working in excess of seventy-five (75) hours in a bi-weekly pay period. Part-time employees shall notify the Employer when the proposed assignment places them in an overtime situation.
- (e) Regular part-time Employees shall not be eligible for overtime compensation or call back premiums for Additional or Relief Shifts worked, except when the hours worked exceed seven and one half (7.5) hours per shift or seventy five (75) hours biweekly (in the case of eleven and one quarter (11.25) hour shift Employees - eleven and one quarter (11.25) hours per shift or seventy five (75) hours biweekly).

ARTICLE 31 – TWELVE HOUR SHIFT

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

ARTICLE 32 - PRIVATE VEHICLE USE

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

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

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

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

ARTICLE 33 - WORKER’S COMPENSATION

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

33.01 **Workers' Compensation**

- (a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 33.01 (b)(i).

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

In such case, the Employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.

- (b) **Injury on Duty - WCB**

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

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

- Accumulation of Vacation Credits**

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

- Group Health and Group Life Benefit Plans**

- (iii) continue the eligibility of the Employee and the Employers' cost sharing relationship with the Employee so as to allow for the Employee to continue in the Group Health and Group Life Plans.

The Employee must agree to pay the usual cost shared amount (ie 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year to year basis. In no case shall the Employer be required to cost share the benefits for a period longer than 18 months following the onset of the WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

WCB and Return to Work

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

»ARTICLE 34 - RETROACTIVITY

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

»ARTICLE 35 - DURATION OF AGREEMENT

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

SIGNED ON BEHALF OF:

**Cape Breton District
Health Authority:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada),
Local 4600:**

**DATED THIS _____ DAY OF _____, _____ AND SIGNED
IN _____, NOVA SCOTIA.**

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

Bargaining Unit: Local 4600 - HEALTHCARE

1. TERM

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

2. ECONOMIC INCREASES

Economic Increases as follows:

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

3. RETROACTIVITY

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

**Cape Breton District Health Authority
CAW Local 4600 Healthcare Bargaining Unit
Wage Appendix 'A'**

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
Activity Coordinator	HTH007	Oct. 31-11	18.4461	19.0155	19.6425	20.2694	20.8962							
		Expired rate	\$35,970	\$37,080	\$38,303	\$39,525	\$40,748							
		Nov.01-11	18.8150	19.3958	20.0354	20.6748	21.3141							22.0601
			\$36,689	\$37,822	\$39,069	\$40,316	\$41,563							\$43,017
		Nov.01-12	19.2854	19.8807	20.5362	21.1917	21.8470							22.6116
			\$37,607	\$38,767	\$40,046	\$41,324	\$42,602							\$44,093
		Nov. 01-13	19.8640	20.4771	21.1523	21.8274	22.5024							23.2900
			\$38,735	\$39,930	\$41,247	\$42,563	\$43,880							\$45,415
Application Coordinator Adm	HTH020	Oct. 31-11	22.1084	22.6178	23.7590	24.4259	26.0940	26.9183						
		Expired rate	\$43,111	\$44,105	\$46,330	\$47,631	\$50,883	\$52,491						
		Nov.01-11	22.5506	23.0702	24.2342	24.9144	26.6159	27.4567						28.4176
			\$43,974	\$44,987	\$47,257	\$48,583	\$51,901	\$53,540						\$55,414
		Nov.01-12	23.1143	23.6469	24.8400	25.5373	27.2813	28.1431						29.1281
			\$45,073	\$46,111	\$48,438	\$49,798	\$53,198	\$54,879						\$56,800
		Nov. 01-13	23.8078	24.3563	25.5852	26.3034	28.0997	28.9874						30.0019
			\$46,425	\$47,495	\$49,891	\$51,292	\$54,794	\$56,525						\$58,504

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years				
Autism Interventionist	HTH018	Oct. 31-11	21.0776	21.8943	22.8482	25.7069	26.7953	27.8843									
			Expired rate \$41,101	\$42,694	\$44,554	\$50,129	\$52,251	\$54,374									
		Nov.01-11	21.4992	22.3322	23.3052	26.2210	27.3312	28.4420						29.4375			
			\$41,923	\$43,548	\$45,445	\$51,131	\$53,296	\$55,462						\$57,403			
		Nov.01-12	22.0366	22.8905	23.8878	26.8766	28.0145	29.1530							30.1734		
			\$42,971	\$44,636	\$46,581	\$52,409	\$54,628	\$56,848							\$58,838		
		Nov. 01-13	22.6977	23.5772	24.6044	27.6829	28.8549	30.0276							31.0786		
			\$44,261	\$45,976	\$47,979	\$53,982	\$56,267	\$58,554							\$60,603		
		Behaviour Interventionist	HTH034	Oct. 31-11	27.5912	29.8702	31.0099	32.2511	33.5179	34.8407							
					Expired rate \$53,803	\$58,247	\$60,469	\$62,890	\$65,360	\$67,939							
				Nov.01-11	28.1430	30.4676	31.6301	32.8961	34.1883	35.5375							36.7813
					\$54,879	\$59,412	\$61,679	\$64,147	\$66,667	\$69,298							\$71,724
Nov.01-12	28.8466			31.2293	32.4209	33.7185	35.0430	36.4260							37.7009		
	\$56,251			\$60,897	\$63,221	\$65,751	\$68,334	\$71,031							\$73,517		
Nov. 01-13	29.7120			32.1662	33.3935	34.7301	36.0943	37.5187							38.8319		
	\$57,938			\$62,724	\$65,117	\$67,724	\$70,384	\$73,162							\$75,722		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Biomedical Engineering Technologist (Certified)	HTH054	Oct. 31-11	26.8098	28.0163	29.4326	30.4637	31.5482						
		Expired rate	\$52,279	\$54,632	\$57,394	\$59,404	\$61,519						
		Nov.01-11	27.3460	28.5766	30.0213	31.0730	32.1792						33.3054
			\$53,325	\$55,724	\$58,541	\$60,592	\$62,749						\$64,946
Biomedical Engineering Technologist (Noncertified)	HTH050	Nov.01-12	28.0296	29.2910	30.7718	31.8498	32.9836						34.1381
			\$54,658	\$57,118	\$60,005	\$62,107	\$64,318						\$66,569
		Nov. 01-13	28.8705	30.1698	31.6949	32.8053	33.9732						35.1622
			\$56,298	\$58,831	\$61,805	\$63,970	\$66,248						\$68,566
Biomedical Engineering Technologist (Noncertified)	HTH050	Oct. 31-11	23.8717	24.9458	26.2583	27.4401	28.8272						
		Expired rate	\$46,550	\$48,644	\$51,204	\$53,508	\$56,213						
		Nov.01-11	24.3491	25.4447	26.7835	27.9889	29.4037						30.4329
			\$47,481	\$49,617	\$52,228	\$54,578	\$57,337						\$59,344
Biomedical Engineering Technologist (Noncertified)	HTH050	Nov.01-12	24.9579	26.0808	27.4531	28.6886	30.1388						31.1937
			\$48,668	\$50,858	\$53,533	\$55,943	\$58,771						\$60,828
		Nov. 01-13	25.7066	26.8633	28.2766	29.5493	31.0430						32.1295
			\$50,128	\$52,383	\$55,139	\$57,621	\$60,534						\$62,653

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Child Care Assistant	HTH010	Oct. 31-11	18.7303	19.3632	19.8426	20.4022	21.0424									
			Expired rate \$36,524	\$37,758	\$38,693	\$39,784	\$41,033									
		Nov.01-11	19.1049	19.7505	20.2395	20.8102	21.4632							22.2145		
			\$37,255	\$38,513	\$39,467	\$40,580	\$41,853							\$43,318		
		Nov.01-12	19.5825	20.2442	20.7454	21.3305	21.9998							22.7698		
			\$38,186	\$39,476	\$40,454	\$41,594	\$42,900							\$44,401		
		Nov. 01-13	20.1700	20.8516	21.3678	21.9704	22.6598							23.4529		
			\$39,332	\$40,661	\$41,667	\$42,842	\$44,187							\$45,733		
		Continuing Care Assistant	HTH002	Oct. 31-11	16.1701	16.5007	16.8299	17.1606	17.4904							
					Expired rate \$31,532	\$32,176	\$32,818	\$33,463	\$34,106							
				Nov.01-11	16.4935	16.8307	17.1665	17.5038	17.8402							18.4646
					\$32,162	\$32,820	\$33,475	\$34,132	\$34,788							\$36,006
Nov.01-12	16.9058			17.2515	17.5957	17.9414	18.2862							18.9262		
	\$32,966			\$33,640	\$34,312	\$34,986	\$35,658							\$36,906		
Nov. 01-13	17.4130			17.7690	18.1235	18.4796	18.8348							19.4940		
	\$33,955			\$34,650	\$35,341	\$36,035	\$36,728							\$38,013		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
CSR Technician	HTH005	Oct. 31-11	17.6951	18.2414	18.8428	19.4441	20.0455						
		Expired rate	\$34,506	\$35,571	\$36,743	\$37,916	\$39,089						
		Nov.01-11	18.0490	18.6062	19.2197	19.8330	20.4464						21.1620
			\$35,196	\$36,282	\$37,478	\$38,674	\$39,870						\$41,266
CSR Technician	HTH005	Nov.01-12	18.5002	19.0714	19.7001	20.3288	20.9576						21.6911
			\$36,075	\$37,189	\$38,415	\$39,641	\$40,867						\$42,298
		Nov. 01-13	19.0552	19.6435	20.2912	20.9387	21.5863						22.3418
			\$37,158	\$38,305	\$39,568	\$40,830	\$42,093						\$43,567
CT Technologist	HTH031	Oct. 31-11	27.8143	28.7553	29.6761	30.5955	31.5382	32.4592					
		Expired rate	\$54,238	\$56,073	\$57,868	\$59,661	\$61,500	\$63,295					
		Nov.01-11	28.3706	29.3304	30.2696	31.2074	32.1690	33.1084					34.2672
			\$55,323	\$57,194	\$59,026	\$60,854	\$62,729	\$64,561					\$66,821
CT Technologist	HTH031	Nov.01-12	29.0799	30.0637	31.0264	31.9876	32.9732	33.9361					35.1239
			\$56,706	\$58,624	\$60,501	\$62,376	\$64,298	\$66,175					\$68,492
		Nov. 01-13	29.9522	30.9656	31.9572	32.9472	33.9624	34.9542					36.1776
			\$58,407	\$60,383	\$62,316	\$64,247	\$66,227	\$68,161					\$70,546

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
CT Scan Tech Team Lead	HTH031B	Oct. 31-11	29.3502	30.3426	31.3143	32.2847	33.2794	34.2517					
		Expired rate	\$57,233	\$59,168	\$61,063	\$62,955	\$64,895	\$66,791					
		Nov.01-11	29.9372	30.9495	31.9406	32.9304	33.9450	34.9367					36.1595
			\$58,378	\$60,351	\$62,284	\$64,214	\$66,193	\$68,127					\$70,511
		Nov.01-12	30.6856	31.7232	32.7391	33.7537	34.7936	35.8102					37.0635
			\$59,837	\$61,860	\$63,841	\$65,820	\$67,848	\$69,830					\$72,274
		Nov. 01-13	31.6062	32.6749	33.7213	34.7663	35.8374	36.8845					38.1754
			\$61,632	\$63,716	\$65,756	\$67,794	\$69,883	\$71,925					\$74,442
Diagnostic Imaging Technologist I	HTH022	Oct. 31-11	25.0447	25.6219	26.9144	27.8872	29.5600	30.4932					
		Expired rate	\$48,837	\$49,963	\$52,483	\$54,380	\$57,642	\$59,462					
		Nov.01-11	25.5456	26.1343	27.4527	28.4449	30.1512	31.1031					32.1917
			\$49,814	\$50,962	\$53,533	\$55,468	\$58,795	\$60,651					\$62,774
		Nov.01-12	26.1842	26.7877	28.1390	29.1561	30.9050	31.8806					32.9965
			\$51,059	\$52,236	\$54,871	\$56,854	\$60,265	\$62,167					\$64,343
		Nov. 01-13	26.9698	27.5913	28.9832	30.0307	31.8321	32.8371					33.9864
			\$52,591	\$53,803	\$56,517	\$58,560	\$62,073	\$64,032					\$66,273

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Diagnostic Imaging Technologist I (non registered)	HTH	Oct. 31-11	25.0447	25.6219	26.9144	27.8872	29.5600	30.4932								
			Expired rate \$48,837	\$49,963	\$52,483	\$54,380	\$57,642	\$59,462								
		Nov.01-11	25.5456	26.1343	27.4527	28.4449	30.1512	31.1031						32.1917		
			\$49,814	\$50,962	\$53,533	\$55,468	\$58,795	\$60,651						\$62,774		
		Nov.01-12	26.1842	26.7877	28.1390	29.1561	30.9050	31.8806						32.9965		
			\$51,059	\$52,236	\$54,871	\$56,854	\$60,265	\$62,167						\$64,343		
		Nov. 01-13	26.9698	27.5913	28.9832	30.0307	31.8321	32.8371						33.9864		
			\$52,591	\$53,803	\$56,517	\$58,560	\$62,073	\$64,032						\$66,273		
		Diagnostic Imaging Technologist II	HTH032	Oct. 31-11	27.9375	30.6073	31.6792	32.8073	33.9164							
					Expired rate \$54,478	\$59,684	\$61,774	\$63,974	\$66,137							
				Nov.01-11	28.4963	31.2194	32.3128	33.4634	34.5947							35.8055
					\$55,568	\$60,878	\$63,010	\$65,254	\$67,460							\$69,821
Nov.01-12	29.2087			31.9999	33.1206	34.3000	35.4596							36.7007		
	\$56,957			\$62,400	\$64,585	\$66,885	\$69,146							\$71,566		
Nov. 01-13	30.0849			32.9599	34.1142	35.3290	36.5234							37.8017		
	\$58,666			\$64,272	\$66,523	\$68,892	\$71,221							\$73,713		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Dietitian	HTH024	Oct. 31-11	23.7118	24.6583	26.7603	27.9159	29.0727	30.2302	31.3851	32.6462	33.9079	35.2745				
			Expired rate \$46,238	\$48,084	\$52,182	\$54,436	\$56,692	\$58,949	\$61,201	\$63,660	\$66,120	\$68,785				
		Nov.01-11	24.1860	25.1515	27.2955	28.4742	29.6542	30.8348	32.0128	33.2991	34.5861	35.9800	37.2393			
			\$47,163	\$49,045	\$53,226	\$55,525	\$57,826	\$60,128	\$62,425	\$64,933	\$67,443	\$70,161	\$72,617			
		Nov.01-12	24.7907	25.7803	27.9779	29.1861	30.3955	31.6057	32.8131	34.1316	35.4507	36.8795	38.1703			
			\$48,342	\$50,271	\$54,557	\$56,913	\$59,271	\$61,631	\$63,986	\$66,557	\$69,129	\$71,915	\$74,432			
		Nov. 01-13	25.5344	26.5537	28.8172	30.0617	31.3074	32.5538	33.7975	35.1556	36.5142	37.9859	39.3154			
			\$49,792	\$51,780	\$56,194	\$58,620	\$61,049	\$63,480	\$65,905	\$68,553	\$71,203	\$74,072	\$76,665			
		DIIS Coordinator	HTH032	Oct. 31-11	27.9375	30.6073	31.6792	32.8073	33.9164							
					Expired rate \$54,478	\$59,684	\$61,774	\$63,974	\$66,137							
				Nov.01-11	28.4963	31.2194	32.3128	33.4634	34.5947						35.8055	
					\$55,568	\$60,878	\$63,010	\$65,254	\$67,460						\$69,821	
Nov.01-12	29.2087			31.9999	33.1206	34.3000	35.4596							36.7007		
	\$56,957			\$62,400	\$64,585	\$66,885	\$69,146							\$71,566		
Nov. 01-13	30.0849			32.9599	34.1142	35.3290	36.5234								37.8017	
	\$58,666			\$64,272	\$66,523	\$68,892	\$71,221								\$73,713	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
LIS Coordinator	HTH040	Oct. 31-11	27.1827	28.8816	30.5805	32.2794	33.9783									
			Expired rate \$53,006	\$56,319	\$59,632	\$62,945	\$66,258									
		Nov.01-11	27.7264	29.4592	31.1921	32.9250	34.6579							35.8709		
			\$54,066	\$57,446	\$60,825	\$64,204	\$67,583							\$69,948		
		Nov.01-12	28.4195	30.1957	31.9719	33.7481	35.5243								36.7677	
			\$55,418	\$58,882	\$62,345	\$65,809	\$69,272								\$71,697	
		Nov. 01-13	29.2721	31.1016	32.9311	34.7606	36.5900								37.8707	
			\$57,081	\$60,648	\$64,216	\$67,783	\$71,351								\$73,848	
		Dosimetrist	HTH042	Oct. 31-11	39.4245	40.5474	41.6487	42.7327								
					Expired rate \$76,878	\$79,067	\$81,215	\$83,329								
				Nov.01-11	40.2130	41.3583	42.4817	43.5874								45.1129
					\$78,415	\$80,649	\$82,839	\$84,995								\$87,970
Nov.01-12	41.2183			42.3923	43.5437	44.6770									46.2407	
	\$80,376			\$82,665	\$84,910	\$87,120									\$90,169	
Nov. 01-13	42.4549			43.6641	44.8500	46.0173									47.6280	
	\$82,787			\$85,145	\$87,458	\$89,734									\$92,875	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
EEG Technologist	HTH021	Oct. 31-11	23.5310	24.0732	25.2876	25.9979	27.7732	28.6500					
		Expired rate	\$45,885	\$46,943	\$49,311	\$50,696	\$54,158	\$55,868					
		Nov.01-11	24.0016	24.5547	25.7934	26.5179	28.3287	29.2230					30.2458
			\$46,803	\$47,882	\$50,297	\$51,710	\$55,241	\$56,985					\$58,979
EEG Technologist	HTH021	Nov.01-12	24.6017	25.1685	26.4382	27.1808	29.0369	29.9536					31.0020
			\$47,973	\$49,079	\$51,554	\$53,003	\$56,622	\$58,409					\$60,454
		Nov. 01-13	25.3397	25.9236	27.2313	27.9962	29.9080	30.8522					31.9320
			\$49,412	\$50,551	\$53,101	\$54,593	\$58,321	\$60,162					\$62,267
EKG Tech Registered EKG Technologist II	HTH011	Oct. 31-11	23.3171	23.8515	24.3668	25.0425							
		Expired rate	\$45,468	\$46,510	\$47,515	\$48,833							
		Nov.01-11	23.7834	24.3285	24.8541	25.5434							26.4374
			\$46,378	\$47,441	\$48,466	\$49,810							\$51,553
EKG Tech Registered EKG Technologist II	HTH011	Nov.01-12	24.3780	24.9367	25.4755	26.1819							27.0983
			\$47,537	\$48,627	\$49,677	\$51,055							\$52,842
		Nov. 01-13	25.1094	25.6848	26.2398	26.9674							27.9113
			\$48,963	\$50,085	\$51,168	\$52,586							\$54,427

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Film Processing Technician	HTH004	Oct. 31-11	17.4042	17.7992	18.1938	18.5874	18.9811						
		Expired rate	\$33,938	\$34,708	\$35,478	\$36,245	\$37,013						
		Nov.01-11	17.7523	18.1552	18.5577	18.9591	19.3607						20.0383
			\$34,617	\$35,403	\$36,187	\$36,970	\$37,753						\$39,075
		Nov.01-12	18.1961	18.6091	19.0216	19.4331	19.8447						20.5393
			\$35,482	\$36,288	\$37,092	\$37,895	\$38,697						\$40,052
		Nov. 01-13	18.7420	19.1673	19.5923	20.0161	20.4401						21.1555
			\$36,547	\$37,376	\$38,205	\$39,031	\$39,858						\$41,253
GI Aide	HTH005	Oct. 31-11	17.6951	18.2414	18.8428	19.4441	20.0455						
		Expired rate	\$34,506	\$35,571	\$36,743	\$37,916	\$39,089						
		Nov.01-11	18.0490	18.6062	19.2197	19.8330	20.4464						21.1620
			\$35,196	\$36,282	\$37,478	\$38,674	\$39,870						\$41,266
		Nov.01-12	18.5002	19.0714	19.7001	20.3288	20.9576						21.6911
			\$36,075	\$37,189	\$38,415	\$39,641	\$40,867						\$42,298
		Nov. 01-13	19.0552	19.6435	20.2912	20.9387	21.5863						22.3418
			\$37,158	\$38,305	\$39,568	\$40,830	\$42,093						\$43,567

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Health Records Technician in Training	HTH006T	Oct. 31-11	\$17.4474	\$18.0424	\$18.6370	\$19.2319	\$19.8268						
		Expired rate	\$34,022	\$35,183	\$36,342	\$37,502	\$38,662						
		Nov.01-11	17.7963	18.4032	19.0097	19.6165	20.2233						20.9312
			\$34,703	\$35,886	\$37,069	\$38,252	\$39,436						\$40,816
Health Records Technician	HTH006	Nov.01-12	18.2413	18.8633	19.4850	20.1070	20.7289						21.4544
			\$35,570	\$36,783	\$37,996	\$39,209	\$40,421						\$41,836
		Nov. 01-13	18.7885	19.4292	20.0695	20.7102	21.3508						22.0981
			\$36,638	\$37,887	\$39,136	\$40,385	\$41,634						\$43,091
Health Records Technician	HTH006	Oct. 31-11	22.1085	22.6181	23.1096	23.7590							
		Expired rate	\$43,112	\$44,105	\$45,064	\$46,330							
		Nov.01-11	22.5507	23.0705	23.5718	24.2342							25.0824
			\$43,974	\$44,987	\$45,965	\$47,257							\$48,911
Health Records Technician	HTH006	Nov.01-12	23.1144	23.6472	24.1611	24.8400							25.7094
			\$45,073	\$46,112	\$47,114	\$48,438							\$50,133
		Nov. 01-13	23.8079	24.3566	24.8859	25.5852							26.4807
			\$46,425	\$47,495	\$48,528	\$49,891							\$51,637

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Health Sciences Librarian	HTH017	Oct. 31-11	20.7536	21.5411	22.4123	23.3333	24.3238						
		Expired rate	\$40,470	\$42,005	\$43,704	\$45,500	\$47,431						
		Nov.01-11	21.1687	21.9719	22.8605	23.8000	24.8103						25.6786
			\$41,279	\$42,845	\$44,578	\$46,410	\$48,380						\$50,073
Health Sciences Librarian	HTH017	Nov.01-12	21.6979	22.5212	23.4321	24.3950	25.4305						26.3206
			\$42,311	\$43,916	\$45,693	\$47,570	\$49,590						\$51,325
		Nov. 01-13	22.3488	23.1969	24.1350	25.1268	26.1934						27.1102
			\$43,580	\$45,234	\$47,063	\$48,997	\$51,077						\$52,865
Lab Assistant II (Inside)	HTH 008	Oct 31-11	18.8335	19.4148	20.0548	20.6949	21.3350						
		Expired rate	\$36,725	\$37,859	\$39,107	\$40,355	\$41,603						
		Nov.01-11	19.2102	19.8031	20.4559	21.1088	21.7617						22.5234
			\$37,460	\$38,616	\$39,889	\$41,162	\$42,435						\$43,921
Lab Assistant II (Inside)	HTH 008	Nov.01-12	19.6904	20.2982	20.9673	21.6365	22.3057						23.0864
			\$38,396	\$39,581	\$40,886	\$42,191	\$43,496						\$45,019
		Nov. 01-13	20.2811	20.9071	21.5963	22.2856	22.9749						23.7790
			\$39,548	\$40,769	\$42,113	\$43,457	\$44,801						\$46,369

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Laboratory Technologist I	HTH022	Oct. 31-11	25.0447	25.6219	26.9144	27.8872	29.5600	30.4932								
			Expired rate \$48,837	\$49,963	\$52,483	\$54,380	\$57,642	\$59,462								
		Nov.01-11	25.5456	26.1343	27.4527	28.4449	30.1512	31.1031						32.1917		
			\$49,814	\$50,962	\$53,533	\$55,468	\$58,795	\$60,651						\$62,774		
		Nov.01-12	26.1842	26.7877	28.1390	29.1561	30.9050	31.8806							32.9965	
			\$51,059	\$52,236	\$54,871	\$56,854	\$60,265	\$62,167							\$64,343	
		Nov. 01-13	26.9698	27.5913	28.9832	30.0307	31.8321	32.8371							33.9864	
			\$52,591	\$53,803	\$56,517	\$58,560	\$62,073	\$64,032							\$66,273	
		Laboratory Technologist II	HTH032	Oct. 31-11	27.9375	30.6073	31.6792	32.8073	33.9164							
					Expired rate \$54,478	\$59,684	\$61,774	\$63,974	\$66,137							
				Nov.01-11	28.4963	31.2194	32.3128	33.4634	34.5947							35.8055
					\$55,568	\$60,878	\$63,010	\$65,254	\$67,460							\$69,821
Nov.01-12	29.2087			31.9999	33.1206	34.3000	35.4596								36.7007	
	\$56,957			\$62,400	\$64,585	\$66,885	\$69,146								\$71,566	
Nov. 01-13	30.0849			32.9599	34.1142	35.3290	36.5234								37.8017	
	\$58,666			\$64,272	\$66,523	\$68,892	\$71,221								\$73,713	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
Laboratory Technologist (non registered)	HTH 035	Oct 31-11	30.2195											
		Expired rate	\$58,928											
		Nov.01-11	30.8239											31.9027
			\$60,107											\$62,210
		Nov.01-12	31.5945										32.7003	
			\$61,609										\$63,766	
		Nov. 01-13	32.5423										33.6813	
			\$63,458										\$65,679	
Laboratory/Radiology Technologist	HTH 027	Oct 31-11	25.7225	26.5860	27.4482	28.3162	29.2022	30.0835	30.9647					
		Expired rate	\$50,159	\$51,843	\$53,524	\$55,217	\$56,944	\$58,663	\$60,381					
		Nov.01-11	26.2370	27.1177	27.9972	28.8825	29.7862	30.6852	31.5840					32.6894
			\$51,162	\$52,880	\$54,594	\$56,321	\$58,083	\$59,836	\$61,589					\$63,744
		Nov.01-12	26.8929	27.7957	28.6971	29.6046	30.5309	31.4523	32.3736				33.5067	
			\$52,441	\$54,202	\$55,959	\$57,729	\$59,535	\$61,332	\$63,129				\$65,338	
		Nov. 01-13	27.6997	28.6295	29.5580	30.4927	31.4468	32.3959	33.3448				34.5119	
			\$54,014	\$55,828	\$57,638	\$59,461	\$61,321	\$63,172	\$65,022				\$67,298	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Licensed Practical Nurse	HTH 014	Oct 31-11	21.9079	22.4099	22.8941	23.5288										
		Expired rate	\$42,720	\$43,699	\$44,644	\$45,881										
		Nov.01-11	22.3461	22.8581	23.3520	23.9994							24.8394			
			\$43,575	\$44,573	\$45,536	\$46,799							\$48,437			
Licensed Practical Nurse	HTH 014	Nov.01-12	22.9047	23.4296	23.9358	24.5994							25.4603			
			\$44,664	\$45,688	\$46,675	\$47,969							\$49,648			
		Nov. 01-13	23.5919	24.1324	24.6539	25.3373								26.2241		
			\$46,004	\$47,058	\$48,075	\$49,408								\$51,137		
Licensed Practical Nurse (PG Psychiatry)	HTH 014B	Oct 31-11	22.0650	22.5667	23.0511	23.6857										
		Expired rate	\$43,027	\$44,005	\$44,950	\$46,187										
		Nov.01-11	22.5063	23.0180	23.5121	24.1594								25.0050		
			\$43,887	\$44,885	\$45,849	\$47,111								\$48,760		
Licensed Practical Nurse	HTH 014B	Nov.01-12	23.0690	23.5935	24.0999	24.7634								25.6301		
			\$44,984	\$46,007	\$46,995	\$48,289								\$49,979		
		Nov. 01-13	23.7610	24.3013	24.8229	25.5063									26.3990	
			\$46,334	\$47,388	\$48,405	\$49,737									\$51,478	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
LIS Coordinator	HTH040	Oct. 31-11	27.1827	28.8816	30.5805	32.2794	33.9783							
		Expired rate	\$53,006	\$56,319	\$59,632	\$62,945	\$66,258							
		Nov.01-11	27.7264	29.4592	31.1921	32.9250	34.6579						35.8709	
			\$54,066	\$57,446	\$60,825	\$64,204	\$67,583						\$69,948	
LIS Coordinator	HTH040	Nov.01-12	28.4195	30.1957	31.9719	33.7481	35.5243						36.7677	
			\$55,418	\$58,882	\$62,345	\$65,809	\$69,272						\$71,697	
		Nov. 01-13	29.2721	31.1016	32.9311	34.7606	36.5900							37.8707
			\$57,081	\$60,648	\$64,216	\$67,783	\$71,351							\$73,848
Mammography Technologist I	HTH022	Oct. 31-11	25.0447	25.6219	26.9144	27.8872	29.5600	30.4932						
		Expired rate	\$48,837	\$49,963	\$52,483	\$54,380	\$57,642	\$59,462						
		Nov.01-11	25.5456	26.1343	27.4527	28.4449	30.1512	31.1031						32.1917
			\$49,814	\$50,962	\$53,533	\$55,468	\$58,795	\$60,651						\$62,774
Mammography Technologist I	HTH022	Nov.01-12	26.1842	26.7877	28.1390	29.1561	30.9050	31.8806						32.9965
			\$51,059	\$52,236	\$54,871	\$56,854	\$60,265	\$62,167						\$64,343
		Nov. 01-13	26.9698	27.5913	28.9832	30.0307	31.8321	32.8371						33.9864
			\$52,591	\$53,803	\$56,517	\$58,560	\$62,073	\$64,032						\$66,273

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Mammography Technologist II	HTH032	Oct. 31-11	27.9375	30.6073	31.6792	32.8073	33.9164						
		Expired rate	\$54,478	\$59,684	\$61,774	\$63,974	\$66,137						
		Nov.01-11	28.4963	31.2194	32.3128	33.4634	34.5947						35.8055
			\$55,568	\$60,878	\$63,010	\$65,254	\$67,460						\$69,821
		Nov.01-12	29.2087	31.9999	33.1206	34.3000	35.4596						36.7007
			\$56,957	\$62,400	\$64,585	\$66,885	\$69,146						\$71,566
		Nov. 01-13	30.0849	32.9599	34.1142	35.3290	36.5234						37.8017
			\$58,666	\$64,272	\$66,523	\$68,892	\$71,221						\$73,713
MRI Technologist I	HTH031	Oct. 31-11	27.8143	28.7553	29.6761	30.5955	31.5382	32.4592					
		Expired rate	\$54,238	\$56,073	\$57,868	\$59,661	\$61,500	\$63,295					
		Nov.01-11	28.3706	29.3304	30.2696	31.2074	32.1690	33.1084					34.2672
			\$55,323	\$57,194	\$59,026	\$60,854	\$62,729	\$64,561					\$66,821
		Nov.01-12	29.0799	30.0637	31.0264	31.9876	32.9732	33.9361					35.1239
			\$56,706	\$58,624	\$60,501	\$62,376	\$64,298	\$66,175					\$68,492
		Nov. 01-13	29.9522	30.9656	31.9572	32.9472	33.9624	34.9542					36.1776
			\$58,407	\$60,383	\$62,316	\$64,247	\$66,227	\$68,161					\$70,546

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years				
MRI Technologist II	HTH036	Oct. 31-11	29.9666	31.2226	31.9719	32.9626	33.9782	34.9707									
			Expired rate \$58,435	\$60,884	\$62,345	\$64,277	\$66,257	\$68,193									
		Nov.01-11	30.5659	31.8471	32.6113	33.6219	34.6578	35.6701					36.9186				
			\$59,604	\$62,102	\$63,592	\$65,563	\$67,583	\$69,557					\$71,991				
		Nov.01-12	31.3301	32.6432	33.4266	34.4624	35.5242	36.5619						37.8415			
			\$61,094	\$63,654	\$65,182	\$67,202	\$69,272	\$71,296						\$73,791			
		Nov. 01-13	32.2700	33.6225	34.4294	35.4963	36.5899	37.6587						38.9768			
			\$62,926	\$65,564	\$67,137	\$69,218	\$71,350	\$73,435						\$76,005			
		Nuclear Medicine Technologist I	HTH031	Oct. 31-11	27.8143	28.7553	29.6761	30.5955	31.5382	32.4592							
					Expired rate \$54,238	\$56,073	\$57,868	\$59,661	\$61,500	\$63,295							
				Nov.01-11	28.3706	29.3304	30.2696	31.2074	32.1690	33.1084						34.2672	
					\$55,323	\$57,194	\$59,026	\$60,854	\$62,729	\$64,561						\$66,821	
Nov.01-12	29.0799			30.0637	31.0264	31.9876	32.9732	33.9361						35.1239			
	\$56,706			\$58,624	\$60,501	\$62,376	\$64,298	\$66,175						\$68,492			
Nov. 01-13	29.9522			30.9656	31.9572	32.9472	33.9624	34.9542						36.1776			
	\$58,407			\$60,383	\$62,316	\$64,247	\$66,227	\$68,161						\$70,546			

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years				
Nuclear Medicine Technologist II	HTH032	Oct. 31-11	27.9375	30.6073	31.6792	32.8073	33.9164										
			Expired rate \$54,478	\$59,684	\$61,774	\$63,974	\$66,137										
		Nov.01-11	28.4963	31.2194	32.3128	33.4634	34.5947							35.8055			
			\$55,568	\$60,878	\$63,010	\$65,254	\$67,460							\$69,821			
		Nov.01-12	29.2087	31.9999	33.1206	34.3000	35.4596								36.7007		
			\$56,957	\$62,400	\$64,585	\$66,885	\$69,146								\$71,566		
		Nov. 01-13	30.0849	32.9599	34.1142	35.3290	36.5234								37.8017		
			\$58,666	\$64,272	\$66,523	\$68,892	\$71,221								\$73,713		
		Occupational Therapist	HTH034	Oct. 31-11	27.5912	29.8702	31.0099	32.2511	33.5179	34.8407							
					Expired rate \$53,803	\$58,247	\$60,469	\$62,890	\$65,360	\$67,939							
				Nov.01-11	28.1430	30.4676	31.6301	32.8961	34.1883	35.5375							36.7813
					\$54,879	\$59,412	\$61,679	\$64,147	\$66,667	\$69,298							\$71,724
Nov.01-12	28.8466			31.2293	32.4209	33.7185	35.0430	36.4260							37.7009		
	\$56,251			\$60,897	\$63,221	\$65,751	\$68,334	\$71,031							\$73,517		
Nov. 01-13	29.7120			32.1662	33.3935	34.7301	36.0943	37.5187							38.8319		
	\$57,938			\$62,724	\$65,117	\$67,724	\$70,384	\$73,162							\$75,722		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
Occupational Therapy Assistant	HTH009	Oct. 31-11	18.5484	19.1808	19.8131	20.4454	21.0777							
		Expired rate	\$36,169	\$37,402	\$38,636	\$39,869	\$41,102							
		Nov.01-11	18.9194	19.5644	20.2094	20.8543	21.4993						22.2517	
			\$36,893	\$38,151	\$39,408	\$40,666	\$41,924						\$43,391	
		Nov.01-12	19.3924	20.0535	20.7146	21.3757	22.0367						22.8080	
			\$37,815	\$39,104	\$40,393	\$41,683	\$42,972						\$44,476	
		Nov. 01-13	19.9741	20.6551	21.3360	22.0169	22.6978						23.4923	
			\$38,950	\$40,278	\$41,605	\$42,933	\$44,261						\$45,810	
Oncology Assistant	HTH046	Oct. 31-11	17.5421	17.9318	18.3217	18.9064	19.4911							
		Expired rate	\$34,207	\$34,967	\$35,727	\$36,867	\$38,008							
		Nov.01-11	17.8929	18.2904	18.6881	19.2845	19.8809						20.5768	
			\$34,891	\$35,666	\$36,442	\$37,605	\$38,768						\$40,125	
		Nov.01-12	18.3403	18.7477	19.1553	19.7666	20.3779						21.0912	
			\$35,764	\$36,558	\$37,353	\$38,545	\$39,737						\$41,128	
		Nov. 01-13	18.8905	19.3101	19.7300	20.3596	20.9893						21.7239	
			\$36,836	\$37,655	\$38,473	\$39,701	\$40,929						\$42,362	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years		
Operating Room Technician	HTH015	Oct. 31-11	20.2897	20.8811	21.4736	22.0646	22.6569								
		Expired rate	\$39,565	\$40,718	\$41,874	\$43,026	\$44,181								
		Nov.01-11	20.6955	21.2987	21.9031	22.5059	23.1100							23.9189	
			\$40,356	\$41,533	\$42,711	\$43,886	\$45,065								\$46,642
		June 07-12 (D.O.R.)	22.7943	23.3063	23.8002	24.4477									25.3034
	\$44,449	\$45,447	\$46,410	\$47,673									\$49,342		
	Nov.01-12	23.3642	23.8890	24.3952	25.0589								25.9360		
	\$45,560	\$46,583	\$47,571	\$48,865									\$50,575		
	Nov. 01-13	24.0651	24.6056	25.1271	25.8107								26.7140		
	\$46,927	\$47,981	\$48,998	\$50,331									\$52,092		
Ophthalmic Medical Technologist	HTH033	Oct. 31-11	27.0233	29.2558	30.3716	31.5882	32.8286	34.1242							
		Expired rate	\$52,695	\$57,049	\$59,225	\$61,597	\$64,016	\$66,542							
		Nov.01-11	27.5638	29.8409	30.9790	32.2200	33.4852	34.8067						36.0249	
			\$53,749	\$58,190	\$60,409	\$62,829	\$65,296	\$67,873							\$70,249
	Nov.01-12	28.2529	30.5869	31.7535	33.0255	34.3223	35.6769						36.9255		
	\$55,093	\$59,645	\$61,919	\$64,400	\$66,928	\$69,570							\$72,005		
	Nov. 01-13	29.1004	31.5045	32.7061	34.0162	35.3520	36.7472						38.0333		
	\$56,746	\$61,434	\$63,777	\$66,332	\$68,936	\$71,657							\$74,165		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Orderly	HTH005	Oct. 31-11	17.6951	18.2414	18.8428	19.4441	20.0455						
		Expired rate	\$34,506	\$35,571	\$36,743	\$37,916	\$39,089						
		Nov.01-11	18.0490	18.6062	19.2197	19.8330	20.4464						21.1620
			\$35,196	\$36,282	\$37,478	\$38,674	\$39,870						\$41,266
Orderly	HTH005	Nov.01-12	18.5002	19.0714	19.7001	20.3288	20.9576						21.6911
			\$36,075	\$37,189	\$38,415	\$39,641	\$40,867						\$42,298
		Nov. 01-13	19.0552	19.6435	20.2912	20.9387	21.5863						22.3418
			\$37,158	\$38,305	\$39,568	\$40,830	\$42,093						\$43,567
Orthopaedic Technologist	HTH023	Oct. 31-11	23.1097	23.7587	24.4257	25.2696							
		Expired rate	\$45,064	\$46,330	\$47,630	\$49,276							
		Nov.01-11	23.5719	24.2339	24.9142	25.7750							26.6771
			\$45,965	\$47,256	\$48,583	\$50,261							\$52,020
Orthopaedic Technologist	HTH023	Nov.01-12	24.1612	24.8397	25.5371	26.4194							27.3440
			\$47,114	\$48,437	\$49,797	\$51,518							\$53,321
		Nov. 01-13	24.8860	25.5849	26.3032	27.2119							28.1644
			\$48,528	\$49,891	\$51,291	\$53,063							\$54,921

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Orthotic Technician	HTH044	Oct. 31-11	23.7112	24.6577	25.7082	26.7596	27.9158	29.0724								
			Expired rate \$46,237	\$48,083	\$50,131	\$52,181	\$54,436	\$56,691								
		Nov.01-11	24.1854	25.1509	26.2224	27.2948	28.4741	29.6538						30.6917		
			\$47,162	\$49,044	\$51,134	\$53,225	\$55,525	\$57,825						\$59,849		
		Nov.01-12	24.7901	25.7796	26.8779	27.9772	29.1860	30.3952						31.4590		
			\$48,341	\$50,270	\$52,412	\$54,555	\$56,913	\$59,271						\$61,345		
		Nov. 01-13	25.5338	26.5530	27.6843	28.8165	30.0615	31.3071						32.4028		
			\$49,791	\$51,778	\$53,984	\$56,192	\$58,620	\$61,049						\$63,185		
		Paramedic Emergency	HTH045	Oct. 31-11	23.4082	24.0651	24.8960	25.7093	26.5206							
					Expired rate \$45,646	\$46,927	\$48,547	\$50,133	\$51,715							
				Nov.01-11	23.8764	24.5464	25.3939	26.2235	27.0510							27.9978
					\$46,559	\$47,865	\$49,518	\$51,136	\$52,749							\$54,596
Nov.01-12	24.4733			25.1601	26.0288	26.8791	27.7273							28.6977		
	\$47,723			\$49,062	\$50,756	\$52,414	\$54,068							\$55,961		
Nov. 01-13	25.2075			25.9149	26.8096	27.6854	28.5591							29.5587		
	\$49,155			\$50,534	\$52,279	\$53,987	\$55,690							\$57,639		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years				
Pathology Assistant	HTH032	Oct. 31-11	27.9375	30.6073	31.6792	32.8073	33.9164										
			Expired rate \$54,478	\$59,684	\$61,774	\$63,974	\$66,137										
		Nov.01-11	28.4963	31.2194	32.3128	33.4634	34.5947							35.8055			
			\$55,568	\$60,878	\$63,010	\$65,254	\$67,460							\$69,821			
		Nov.01-12	29.2087	31.9999	33.1206	34.3000	35.4596								36.7007		
			\$56,957	\$62,400	\$64,585	\$66,885	\$69,146								\$71,566		
		Nov. 01-13	30.0849	32.9599	34.1142	35.3290	36.5234								37.8017		
			\$58,666	\$64,272	\$66,523	\$68,892	\$71,221								\$73,713		
		Pedorthist	HTH029	Oct. 31-11	26.2488	28.7572	29.7643	30.8243	31.8664								
					Expired rate \$51,185	\$56,077	\$58,040	\$60,107	\$62,139								
				Nov.01-11	26.7738	29.3323	30.3596	31.4408	32.5037								33.6414
					\$52,209	\$57,198	\$59,201	\$61,310	\$63,382								\$65,601
Nov.01-12	27.4431			30.0657	31.1186	32.2268	33.3163								34.4824		
	\$53,514			\$58,628	\$60,681	\$62,842	\$64,967								\$67,241		
Nov. 01-13	28.2664			30.9676	32.0521	33.1936	34.3158								35.5169		
	\$55,120			\$60,387	\$62,502	\$64,728	\$66,916								\$69,258		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Pharmacist	HTH039	Oct. 31-11	35.4762	36.8470	38.3322	39.9324	41.5313	43.2444								
			Expired rate \$69,179	\$71,852	\$74,748	\$77,868	\$80,986	\$84,327								
		Nov.01-11	36.1857	37.5839	39.0988	40.7310	42.3619	44.1093						45.6531		
			\$70,562	\$73,289	\$76,243	\$79,426	\$82,606	\$86,013						\$89,024		
		Nov.01-12	37.0904	38.5235	40.0763	41.7493	43.4210	45.2120						46.7944		
			\$72,326	\$75,121	\$78,149	\$81,411	\$84,671	\$88,163						\$91,249		
		Nov. 01-13	38.2031	39.6792	41.2786	43.0018	44.7236	46.5684						48.1983		
			\$74,496	\$77,375	\$80,493	\$83,854	\$87,211	\$90,808						\$93,987		
		Pharmacy Technician	HTH 008	Oct 31-11	18.8335	19.4148	20.0548	20.6949	21.3350							
					Expired rate \$36,725	\$37,859	\$39,107	\$40,355	\$41,603							
				Nov.01-11	19.2102	19.8031	20.4559	21.1088	21.7617							22.5234
					\$37,460	\$38,616	\$39,889	\$41,162	\$42,435							\$43,921
Nov.01-12	19.6904			20.2982	20.9673	21.6365	22.3057							23.0864		
	\$38,396			\$39,581	\$40,886	\$42,191	\$43,496							\$45,019		
Nov. 01-13	20.2811			20.9071	21.5963	22.2856	22.9749							23.7790		
	\$39,548			\$40,769	\$42,113	\$43,457	\$44,801							\$46,369		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years				
Phlebotomist	HTH 008	Oct 31-11	18.8335	19.4148	20.0548	20.6949	21.3350										
			Expired rate \$36,725	\$37,859	\$39,107	\$40,355	\$41,603										
		Nov.01-11	19.2102	19.8031	20.4559	21.1088	21.7617							22.5234			
			\$37,460	\$38,616	\$39,889	\$41,162	\$42,435							\$43,921			
		Nov.01-12	19.6904	20.2982	20.9673	21.6365	22.3057								23.0864		
			\$38,396	\$39,581	\$40,886	\$42,191	\$43,496								\$45,019		
		Nov. 01-13	20.2811	20.9071	21.5963	22.2856	22.9749								23.7790		
			\$39,548	\$40,769	\$42,113	\$43,457	\$44,801								\$46,369		
		Physiotherapist	HTH034	Oct. 31-11	27.5912	29.8702	31.0099	32.2511	33.5179	34.8407							
					Expired rate \$53,803	\$58,247	\$60,469	\$62,890	\$65,360	\$67,939							
				Nov.01-11	28.1430	30.4676	31.6301	32.8961	34.1883	35.5375							36.7813
					\$54,879	\$59,412	\$61,679	\$64,147	\$66,667	\$69,298							\$71,724
Nov.01-12	28.8466			31.2293	32.4209	33.7185	35.0430	36.4260							37.7009		
	\$56,251			\$60,897	\$63,221	\$65,751	\$68,334	\$71,031							\$73,517		
Nov. 01-13	29.7120			32.1662	33.3935	34.7301	36.0943	37.5187							38.8319		
	\$57,938			\$62,724	\$65,117	\$67,724	\$70,384	\$73,162							\$75,722		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
Physiotherapy Assistant	HTH 009	Oct 31-11	18.5484	19.1808	19.8131	20.4454	21.0777							
		Expired rate	\$36,169	\$37,402	\$38,636	\$39,869	\$41,102							
		Nov.01-11	18.9194	19.5644	20.2094	20.8543	21.4993						22.2517	
			\$36,893	\$38,151	\$39,408	\$40,666	\$41,924						\$43,391	
Physiotherapy Assistant	HTH 009	Nov.01-12	19.3924	20.0535	20.7146	21.3757	22.0367						22.8080	
			\$37,815	\$39,104	\$40,393	\$41,683	\$42,972						\$44,476	
		Nov. 01-13	19.9741	20.6551	21.3360	22.0169	22.6978							23.4923
			\$38,950	\$40,278	\$41,605	\$42,933	\$44,261							\$45,810
Pulmonary Function Technician	HTH028	Oct 31-11	24.8132	25.5104	27.1325	28.0181	30.6955	31.7704	32.9015	34.0140				
		Expired rate	\$48,386	\$49,745	52908/00	\$54,635	\$59,856	\$61,952	\$64,158	\$66,327				
		Nov.01-11	25.3095	26.0206	27.6752	28.5785	31.3094	32.4058	33.5595	34.6943				35.9086
			\$49,353	\$50,740	\$53,967	\$55,728	\$61,053	\$63,191	\$65,441	\$67,654				\$70,022
Pulmonary Function Technician	HTH028	Nov.01-12	25.9422	26.6711	28.3670	29.2929	32.0921	33.2160	34.3985	35.5616				36.8063
			\$50,587	\$52,009	\$55,316	\$57,121	\$62,580	\$64,771	\$67,077	\$69,345				\$71,772
		Nov. 01-13	26.7205	27.4713	29.2180	30.1717	33.0549	34.2124	35.4305	36.6285				37.9105
			\$52,105	\$53,569	\$56,975	\$58,835	\$64,457	\$66,714	\$69,089	\$71,426				\$73,925

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years		
Pulmonary Function Technician + course	HTH028B	Oct 31-11	25.1156	25.8126	27.4347	28.0181	30.6955	31.7704	32.9015	34.0140					
		Expired rate	\$48,975	\$50,335	\$53,498	\$54,635	\$59,856	\$61,952	\$64,158	\$66,327					
		Nov.01-11	25.6179	26.3289	27.9834	28.5785	31.3094	32.4058	33.5595	34.6943				35.9086	
			\$49,955	\$51,341	\$54,568	\$55,728	\$61,053	\$63,191	\$65,441	\$67,654				\$70,022	
	Nov.01-12	26.2584	26.9871	28.6830	29.2929	32.0921	33.2160	34.3985	35.5616					36.8063	
		\$51,204	\$52,625	\$55,932	\$57,121	\$62,580	\$64,771	\$67,077	\$69,345					\$71,772	
	Nov. 01-13	27.0461	27.7967	29.5435	30.1717	33.0549	34.2124	35.4305	36.6285					37.9105	
		\$52,740	\$54,204	\$57,610	\$58,835	\$64,457	\$66,714	\$69,089	\$71,426					\$73,925	
	Quality Control Technologist	HTH 060	Oct 31-11	27.9376	30.6073	31.6791	32.8073	33.9164							
			Expired rate	\$54,478	\$59,684	\$61,774	\$63,974	\$66,137							
			Nov.01-11	28.4964	31.2194	32.3127	33.4634	34.5947							35.8055
				\$55,568	\$60,878	\$63,010	\$65,254	\$67,460							\$69,821
Nov.01-12		29.2088	31.9999	33.1205	34.3000	35.4596							36.7007		
		\$56,957	\$62,400	\$64,585	\$66,885	\$69,146							\$71,566		
Nov. 01-13		30.0850	32.9599	34.1141	35.3290	36.5234							37.8017		
		\$58,666	\$64,272	\$66,523	\$68,892	\$71,221							\$73,713		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
Radiation Oncology Therapist	HTH041	Oct. 31-11	35.2941	37.9095	38.9592	40.0643	41.1503							
		Expired rate	\$68,823	\$73,924	\$75,970	\$78,125	\$80,243							
		Nov.01-11	36.0000	38.6677	39.7384	40.8656	41.9733							43.4424
			\$70,200	\$75,402	\$77,490	\$79,688	\$81,848							\$84,713
	Nov.01-12	36.9000	39.6344	40.7318	41.8872	43.0226							44.5284	
		\$71,955	\$77,287	\$79,427	\$81,680	\$83,894							\$86,830	
	Nov. 01-13	38.0070	40.8234	41.9538	43.1438	44.3133							45.8643	
		\$74,114	\$79,606	\$81,810	\$84,130	\$86,411							\$89,435	
Recreational Therapist	HTH033	Oct. 31-11	27.0233	29.2558	30.3716	31.5882	32.8286	34.1242						
		Expired rate	\$52,695	\$57,049	\$59,225	\$61,597	\$64,016	\$66,542						
		Nov.01-11	27.5638	29.8409	30.9790	32.2200	33.4852	34.8067						36.0249
			\$53,749	\$58,190	\$60,409	\$62,829	\$65,296	\$67,873						\$70,249
	Nov.01-12	28.2529	30.5869	31.7535	33.0255	34.3223	35.6769						36.9255	
		\$55,093	\$59,645	\$61,919	\$64,400	\$66,928	\$69,570						\$72,005	
	Nov. 01-13	29.1004	31.5045	32.7061	34.0162	35.3520	36.7472						38.0333	
		\$56,746	\$61,434	\$63,777	\$66,332	\$68,936	\$71,657						\$74,165	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
Registered Cardiology Technologist (RCT) II	HTH011	Oct. 31-11	23.3171	23.8515	24.3668	25.0425								
		Expired rate	\$45,468	\$46,510	\$47,515	\$48,833								
		Nov.01-11	23.7834	24.3285	24.8541	25.5434							26.4374	
			\$46,378	\$47,441	\$48,466	\$49,810							\$51,553	
		Nov.01-12	24.3780	24.9367	25.4755	26.1819							27.0983	
			\$47,537	\$48,627	\$49,677	\$51,055							\$52,842	
		Nov. 01-13	25.1094	25.6848	26.2398	26.9674							27.9113	
			\$48,963	\$50,085	\$51,168	\$52,586							\$54,427	
Registered Vascular Tech	HTH030	Oct. 31-11	27.9377	30.6073	31.6792	32.8073	33.9164							
		Expired rate	\$54,478	\$59,684	\$61,774	\$63,974	\$66,137							
		Nov.01-11	28.4965	31.2194	32.3128	33.4634	34.5947						35.8055	
			\$55,568	\$60,878	\$63,010	\$65,254	\$67,460						\$69,821	
		Nov.01-12	29.2089	31.9999	33.1206	34.3000	35.4596						36.7007	
			\$56,957	\$62,400	\$64,585	\$66,885	\$69,146						\$71,566	
		Nov. 01-13	30.0851	32.9599	34.1142	35.3290	36.5234						37.8017	
			\$58,666	\$64,272	\$66,523	\$68,892	\$71,221						\$73,713	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Respiratory Therapist	HTH025	Oct. 31-11	24.0904	24.7675	26.3420	27.2020	29.8016	30.8452	31.9436	33.0236			
		Expired rate	\$46,976	\$48,297	\$51,367	\$53,044	\$58,113	\$60,148	\$62,290	\$64,396			
		Nov.01-11	24.5722	25.2629	26.8688	27.7460	30.3976	31.4621	32.5825	33.6841			34.8630
			\$47,916	\$49,263	\$52,394	\$54,105	\$59,275	\$61,351	\$63,536	\$65,684			\$67,983
Respiratory Therapist	HTH025	Nov.01-12	25.1865	25.8944	27.5406	28.4397	31.1576	32.2487	33.3970	34.5262			35.7346
			\$49,114	\$50,494	\$53,704	\$55,457	\$60,757	\$62,885	\$65,124	\$67,326			\$69,682
		Nov. 01-13	25.9421	26.6713	28.3668	29.2929	32.0923	33.2161	34.3989	35.5620			36.8066
			\$50,587	\$52,009	\$55,315	\$57,121	\$62,580	\$64,771	\$67,078	\$69,346			\$71,773
Respiratory Therapy Aide	HTH012	Oct. 31-11	19.6153	20.1059	20.6164	21.1075							
		Expired rate	\$38,250	\$39,207	\$40,202	\$41,160							
		Nov.01-11	20.0076	20.5080	21.0287	21.5297							22.2832
			\$39,015	\$39,991	\$41,006	\$41,983							\$43,452
Respiratory Therapy Aide	HTH012	Nov.01-12	20.5078	21.0207	21.5544	22.0679							22.8403
			\$39,990	\$40,990	\$42,031	\$43,032							\$44,539
		Nov. 01-13	21.1230	21.6513	22.2011	22.7299							23.5255
			\$41,190	\$42,220	\$43,292	\$44,323							\$45,875

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years	
Social Worker II	HTH034	Oct. 31-11	27.5912	29.8702	31.0099	32.2511	33.5179	34.8407						
		Expired rate	\$53,803	\$58,247	\$60,469	\$62,890	\$65,360	\$67,939						
		Nov.01-11	28.1430	30.4676	31.6301	32.8961	34.1883	35.5375						36.7813
			\$54,879	\$59,412	\$61,679	\$64,147	\$66,667	\$69,298						\$71,724
	Nov.01-12	28.8466	31.2293	32.4209	33.7185	35.0430	36.4260						37.7009	
		\$56,251	\$60,897	\$63,221	\$65,751	\$68,334	\$71,031						\$73,517	
	Nov. 01-13	29.7120	32.1662	33.3935	34.7301	36.0943	37.5187						38.8319	
		\$57,938	\$62,724	\$65,117	\$67,724	\$70,384	\$73,162						\$75,722	
Social Worker III	HTH037	Oct. 31-11	30.3061	31.5122	34.0319	35.3469	36.7716	38.3066	39.8405					
		Expired rate	\$59,097	\$61,449	\$66,362	\$68,927	\$71,705	\$74,698	\$77,689					
		Nov.01-11	30.9122	32.1424	34.7125	36.0538	37.5070	39.0727	40.6373					42.0596
			\$60,279	\$62,678	\$67,689	\$70,305	\$73,139	\$76,192	\$79,243					\$82,016
	Nov.01-12	31.6850	32.9460	35.5804	36.9552	38.4447	40.0496	41.6532					43.1111	
		\$61,786	\$64,245	\$69,382	\$72,063	\$74,967	\$78,097	\$81,224					\$84,067	
	Nov. 01-13	32.6356	33.9344	36.6478	38.0638	39.5980	41.2510	42.9028					44.4044	
		\$63,639	\$66,172	\$71,463	\$74,224	\$77,216	\$80,440	\$83,661					\$86,589	

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years			
Social Worker III Head Clinician*	HTH038	Oct. 31-11	32.6419	35.4061	36.7212	38.1456	39.6802	41.2143								
			Expired rate \$63,652	\$69,042	\$71,606	\$74,384	\$77,376	\$80,368								
		Nov.01-11	33.2947	36.1142	37.4556	38.9085	40.4738	42.0386						43.5099		
			\$64,925	\$70,423	\$73,038	\$75,872	\$78,924	\$81,975						\$84,844		
		Nov.01-12	34.1271	37.0171	38.3920	39.8812	41.4856	43.0896						44.5977		
			\$66,548	\$72,183	\$74,864	\$77,768	\$80,897	\$84,025						\$86,965		
		Nov. 01-13	35.1509	38.1276	39.5438	41.0777	42.7302	44.3822						45.9356		
			\$68,544	\$74,349	\$77,110	\$80,101	\$83,324	\$86,545						\$89,574		
		SPD Technician SPD Technician Team Lead	HTH005	Oct. 31-11	17.6951	18.2414	18.8428	19.4441	20.0455							
					Expired rate \$34,506	\$35,571	\$36,743	\$37,916	\$39,089							
				Nov.01-11	18.0490	18.6062	19.2197	19.8330	20.4464							21.1620
					\$35,196	\$36,282	\$37,478	\$38,674	\$39,870							\$41,266
Nov.01-12	18.5002			19.0714	19.7001	20.3288	20.9576							21.6911		
	\$36,075			\$37,189	\$38,415	\$39,641	\$40,867							\$42,298		
Nov. 01-13	19.0552			19.6435	20.2912	20.9387	21.5863							22.3418		
	\$37,158			\$38,305	\$39,568	\$40,830	\$42,093							\$43,567		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Stroke Management Coordinator	HTH047	Oct. 31-11	31.4245	32.2187	33.1255	34.1458	35.2806	36.4546					
		Expired rate	\$61,278	\$62,826	\$64,595	\$66,584	\$68,797	\$71,086					
		Nov.01-11	32.0530	32.8631	33.7880	34.8287	35.9862	37.1837					38.4851
			\$62,503	\$64,083	\$65,887	\$67,916	\$70,173	\$72,508					\$75,046
		Nov.01-12	32.8543	33.6847	34.6327	35.6994	36.8859	38.1133					39.4472
			\$64,066	\$65,685	\$67,534	\$69,614	\$71,927	\$74,321					\$76,922
		Nov. 01-13	33.8399	34.6952	35.6717	36.7704	37.9924	39.2567					40.6307
			\$65,988	\$67,656	\$69,560	\$71,702	\$74,085	\$76,551					\$79,230
Therapeutic Activity Director	HTH026	Oct. 31-11	23.6587	24.7858	25.9117	27.0389	28.1641						
		Expired rate	\$46,134	\$48,332	\$50,528	\$52,726	\$54,920						
		Nov.01-11	24.1319	25.2815	26.4299	27.5797	28.7274						29.7328
			\$47,057	\$49,299	\$51,538	\$53,780	\$56,018						\$57,979
		Nov.01-12	24.7352	25.9136	27.0907	28.2692	29.4456						30.4762
			\$48,234	\$50,531	\$52,827	\$55,125	\$57,419						\$59,429
		Nov. 01-13	25.4772	26.6910	27.9034	29.1172	30.3289						31.3904
			\$49,681	\$52,047	\$54,412	\$56,779	\$59,141						\$61,211

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years				
Transportation Driver	HTH003	Oct. 31-11	16.6315	17.0748	17.5200	18.2033	18.4108										
			Expired rate \$32,431	\$33,296	\$34,164	\$35,496	\$35,901										
		Nov.01-11	16.9641	17.4163	17.8704	18.5674	18.7790							19.4363			
			\$33,080	\$33,962	\$34,847	\$36,206	\$36,619							\$37,901			
		Nov.01-12	17.3882	17.8517	18.3172	19.0316	19.2485								19.9222		
			\$33,907	\$34,811	\$35,718	\$37,112	\$37,535								\$38,848		
		Nov. 01-13	17.9099	18.3873	18.8667	19.6025	19.8259								20.5199		
			\$34,924	\$35,855	\$36,790	\$38,225	\$38,661								\$40,014		
		Ultra Sound Technologist I	HTH031	Oct. 31-11	27.8143	28.7553	29.6761	30.5955	31.5382	32.4592							
					Expired rate \$54,238	\$56,073	\$57,868	\$59,661	\$61,500	\$63,295							
				Nov.01-11	28.3706	29.3304	30.2696	31.2074	32.1690	33.1084							34.2672
					\$55,323	\$57,194	\$59,026	\$60,854	\$62,729	\$64,561							\$66,821
Nov.01-12	29.0799			30.0637	31.0264	31.9876	32.9732	33.9361							35.1239		
	\$56,706			\$58,624	\$60,501	\$62,376	\$64,298	\$66,175							\$68,492		
Nov. 01-13	29.9522			30.9656	31.9572	32.9472	33.9624	34.9542							36.1776		
	\$58,407			\$60,383	\$62,316	\$64,247	\$66,227	\$68,161							\$70,546		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 8 years	After 9 years	After 25 years
Unregistered Cardiology Technologist	HTH004	Oct. 31-11	17.4042	17.7992	18.1938	18.5874	18.9811						
		Expired rate	\$33,938	\$34,708	\$35,478	\$36,245	\$37,013						
		Nov.01-11	17.7523	18.1552	18.5577	18.9591	19.3607						20.0383
			\$34,617	\$35,403	\$36,187	\$36,970	\$37,753						\$39,075
Unregistered Cardiology Technologist	HTH004	Nov.01-12	18.1961	18.6091	19.0216	19.4331	19.8447						20.5393
			\$35,482	\$36,288	\$37,092	\$37,895	\$38,697						\$40,052
		Nov. 01-13	18.7420	19.1673	19.5923	20.0161	20.4401						21.1555
			\$36,547	\$37,376	\$38,205	\$39,031	\$39,858						\$41,253
Ward Aide	HTH002	Oct. 31-11	16.1701	16.5007	16.8299	17.1606	17.4904						
		Expired rate	\$31,532	\$32,176	\$32,818	\$33,463	\$34,106						
		Nov.01-11	16.4935	16.8307	17.1665	17.5038	17.8402						18.4646
			\$32,162	\$32,820	\$33,475	\$34,132	\$34,788						\$36,006
Ward Aide	HTH002	Nov.01-12	16.9058	17.2515	17.5957	17.9414	18.2862						18.9262
			\$32,966	\$33,640	\$34,312	\$34,986	\$35,658						\$36,906
		Nov. 01-13	17.4130	17.7690	18.1235	18.4796	18.8348						19.4940
			\$33,955	\$34,650	\$35,341	\$36,035	\$36,728						\$38,013

* Note: salary range includes \$2,500 stipend for performing responsibilities as Head Clinician

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600**

RE: PIO RATES

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

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

NOW THEREFORE the Parties Agree that:

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

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

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

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

**Cape Breton District
Health Authority**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada),
Local 4600:**

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: PARITY MAINTENANCE

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

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

Cape Breton District Health Authority:

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

» **MEMORANDUM OF AGREEMENT**

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: RECRUITMENT AND RETENTION INCENTIVE

Effective November 1, 2011 and upon completion of twenty-five (25) years of service with the Employer all permanent employees will receive an additional salary increment of 3.5% greater than the highest rate in effect for applicable classification.

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

**Cape Breton District
Health Authority:**

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

APPENDIX "B"
LETTER OF UNDERSTANDING
12 hour Shifts

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

Section 1

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

- 9.06 (a) *Except where otherwise provided under Article 9.01 (d), time worked in excess of the regular shift of eleven and one-quarter (11.25) or more hours shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first four (4) continuous hours of such overtime worked and at the rate of two times (2x) the Employee's regular rate of pay for the overtime hours worked in excess of four (4) continuous hours. Except where otherwise provided under Article 9.01 (d), time worked in excess of seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay.*
- 9.12 *Employees will be provided with a meal voucher where cafeteria services are available or, where such services are not available, a meal allowance of eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled eleven and one quarter (11.25) hour shift.*
- 10.03 (a) *If an employee works an eleven and one quarter (11.25) shift on the calendar date of a holiday listed in Article 10.01, the employee will be compensated at the rate of one and one-half times the employee's regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by the Employee.*
- 10.08 *Employees required to work beyond the regular eleven and one quarter (11.25) hours shift hours for a shift commencing on the calendar date of a Holiday shall receive compensation at the rate of two times (2 x) the Employees regular hourly rate of pay for all hours worked beyond the shift.*
- 11.01 (b) *Employees shall be entitled to accumulate sick leave credits at the rate of eleven and one quarter (11.25) hours for each one hundred and sixty two point five (162.5) regular hours paid. Employee shall not be entitled to paid sick leave during their probationary period. After the probationary period, the sick leave accumulated during the probationary period will be credited to the Employee.*
- (c) *Sick leave shall accumulate to a maximum of eleven hundred and twenty five (1125) hours.*

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

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

Section 2

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

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

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

APPENDIX "C"
PART-TIME EMPLOYEES – AVAILABILITY

(Article 30) – CAW Collective Agreement

Name: _____ Dept/Program: _____

Position/Classification: _____ Site: _____

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

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

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

Select B or C below

B. _____ I am available to work up to an additional _____ scheduled hours per pay period.

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

OR

C. _____ I am not available to work additional hours beyond my FTE status.

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

D. _____ After the posted schedule, I am available for Relief Shifts.

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

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

Employee

Date

Employer
per _____

Date

CC: Employee

NOTE: This form is subject to revision by the Employer

APPENDIX “D”
Transitional Support Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX "E"
MEMORANDUM OF AGREEMENT
Parity Maintenance

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

1. Where classification matches DO exist:

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

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

2. Where classification matches DO NOT exist:

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

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

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

3. Pay Plan Implementation

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

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

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

Upon implementation of the new pay plan, (resulting from the Job Evaluation review process at the CDHA) CAW Employees who would otherwise incur a salary reduction, shall be granted "PIO" (Present Incumbent Only) status but may advance through the granting of increments, in accordance with the Collective Agreement, to the maximum salary for the position and classification applicable immediately prior to the implementation of the new classification system. For clarity, as of April 2nd, 2003, the Employee's pay would be frozen for the purposes of the further economic adjustments (should such become subsequently payable) but the Employee shall continue to receive increments up to the maximum for the Employee's original scale until such time as the rates are corrected.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Cape Breton District
Health Authority**

John Theriault

Bruce Buchanan

James MacLellan

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

Cecil Snow

Linda MacNeil

Chris Redquest

Charlie MacLellan

D. Victor Tomiczek

Susan Burrows

APPENDIX "F"

DEFERRED SALARY LEAVE PLAN

(a) Purpose

- (i) The Deferred Salary Leave Plan is established to afford Employees the opportunity of taking a self-funded leave of absence not to exceed twelve (12) consecutive months.
- (ii) When the leave of absence is taken for the purpose of permitting the full-time attendance of the Employee at a designated educational institution (within the meaning of subsection 118.6 (i) of the *Income Tax Act*) the leave shall not be for less than three (3) consecutive months and in any other case not less than six (6) consecutive months.

(b) Terms of Reference

- (i) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (ii) A suitable replacement for the Employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be subject to the provisions of the Collective Agreement.
- (iii) Approval of applications under this Plan is subject to operational requirements and will not be unreasonably denied. Any permitted discretion allowed under this Plan will not be unreasonably exercised.

(c) Eligibility

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

(d) Application

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

(e) Leave

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

(f) Payment Formula and Leave of Absence

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

- (i) During the deferral period of the Plan, preceding the period of the leave, the Employee will be paid a reduced percentage of his/her salary. The remaining percentage of salary will be deferred and placed in a trust account. The accumulated amount plus the interest earned shall be retained for the Employee in trust by the Employer to finance the period of leave. The money will not be accessible to the Employee until the leave period except as provided in Section (h).
- (ii) Income Tax and Canada Pension Plan contributions are to be withheld from the gross salary less the deferred amounts during the deferral period and from the deferred amounts when paid to the Employee during the period of leave. Employment Insurance premiums are to be based on the Employee's gross salary during the period of the deferral and no premiums are to be withheld from the deferred amounts when paid.
- (iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The Employer will consult with the financial institution maintaining the trust account to provide a rate of interest which is reflective of the nature of this plan. (eg. averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit). The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the trust account. Interest shall be based upon the average daily balance of the account and credited to the Employee's account on the first day of the following calendar month. Even though the interest is accrued and is not paid to the

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

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

(g) Benefits

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

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

(h) *Withdrawal*

- (i) An Employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
- (ii) An Employee who is laid-off or has his/her employment terminated during the deferral period may withdraw from the Plan or leave the accumulated contributions plus interest in the fund pending the exhaustion of recall rights or possibility of reinstatement. In such case the Employer will continue as trustee for the deferred fund notwithstanding any termination of the employment relationship.
- (iii) In the event of withdrawal, the Employee shall be paid a lump sum equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible but not later than sixty (60) calendar days of withdrawal from the Plan.
- (iv) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate as soon as possible, but not later than two (2) pay periods following notice being given to the Employer.

(i) *Written Contract*

- (i) All Employees will be required to sign the approved contract (annexed hereto) before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- (ii) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the Employee and Employer subject to the Section f (v) of this Plan.

DEFERRED SALARY PLAN APPLICATION AND CONTRACT

EMPLOYEE NAME: _____

ORGANIZATION: _____

EMPLOYEE I.D.: _____

JOB TITLE/CLASS AND STEP/BIWEEKLY SALARY: _____

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

APPLICATION

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

FINANCIAL ARRANGEMENTS

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

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

ADDITIONAL COMMENTS

CONTRACT APPROVAL

Employee's Signature

Witness

CEO or Delegate

Date

Department of Human Resources

Date

» APPENDIX “G”

RETIREE BENEFITS

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

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

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

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

Eligibility

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

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

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

APPENDIX "H"

MEMORANDUM OF AGREEMENT

Market-based Adjustments

- 1) Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the Bargaining Unit, the following procedure will be utilized:
 - (a) the Employer will consult with the Union regarding the situation and provide the Union with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and
 - (b) the Union will be provided with an opportunity to make representations and provide any additional information concerning the situation.
- 2) Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time.
- 3) Any market-based adjustment will be pro-rated according to designation for Regular Part-Time positions and for designation and duration for temporary assignments and/or job shares.
- 4) The amount of the market-based adjustment will be reviewed annually and may be increased if the Employer, in its discretion, deems this necessary. The decision of the Employer in this regard is not subject to review by an arbitrator or any other person.
- 5) The market-based adjustment will not be considered a part of the Employee's regular (negotiated) pay rate for the Employee's classification.
- 6) The market-based adjustment will, however, be treated as regular earnings for purposes of pension, Union dues, statutory deductions (e.g. Employment Insurance, Canada Pension Plan, Income Tax) and other earnings, related group benefits plans such as long term disability and life and accidental death and dismemberment insurance and for pregnancy and adoption leave allowances.
- 7) The market-based adjustment will not be added to the hourly rate when calculating overtime rate; rather, overtime rates will be based on the base salary without the market-based adjustment.
- 8) The market-based adjustment shall be considered as part of any monies to be reimbursed to the District Health Authority by CAW in relation to any time off for Union business.
- 9) The market-based adjustment shall be used in calculation of any retirement allowance to which an Employee becomes entitled while the adjustment is in effect.

- 10) For Casual Employees the market-based adjustment will be calculated as a minimum payable on the basis of two (2) shifts per week (40%) and subsequently paid as a supplement to the daily rate applicable to the classification of the Casual Employee. A quarterly review of time actually worked (excluding overtime) will be undertaken and any shifts worked beyond two (2) shifts per week (40 %) would have a retroactive adjustment applied on a shift worked basis.
- 11) For Part-Time Employees, the market-based adjustment will be paid based on his/her designation and his/her regularly scheduled shifts. Any extra shifts beyond the Part-Time FTE designation, excluding overtime hours, will be reviewed quarterly and paid on the same basis as the Casual worker.
- 12) The 11% in lieu of benefits that is paid to Casuals shall be calculated on the base pay plus market-based adjustment.
- 13) The existence of the market-based adjustment does not prevent the Union from negotiating increases in compensation and benefits in accordance with the Collective Agreement. Nor does the existence of the market-based adjustment prevent the Union from pursuing classification issues during the life of the market-based adjustment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this ____ day of _____, 2012

SIGNED ON BEHALF OF:

**Cape Breton District
Health Authority**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada),
Local 4600:**

APPENDIX "I"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600**

RE: JOB SHARING

JOB SHARING DEFINITION: WHERE TWO EMPLOYEES SHARE A REGULAR
ROTATION OF ONE FULL TIME POSITION-

- (1) Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected.
- (2) Except for the cost of benefits provided for under the Collective Agreement, there shall be no added cost to the Employer resulting from any job sharing arrangement
- (3) With the cessation of a job sharing arrangement, the shared position will revert back to being a full time position. If management decides to end a job sharing position, 30 days notice is normally required, except in extra-ordinary circumstances.
- (4) **POSTING:** When an employee applies to job share and if management agrees, the available part of the position must be posted as a temporary job sharing agreement position, it must clearly indicate that it is covered under this job sharing agreement. The job sharing employees and/or management shall have

495 hours in which to cancel this job sharing position, at which time both would return to their former positions.

- (5) **HOURS OF WORK:** Scheduling will represent the division of a regular full time employee rotation. Shifts will be distributed as equitably as possible between two employees, based on the division of the full-time schedule. Employees may arrange the shifts between themselves, if desired, final schedule must be approved by Supervisor/Manager.
- (6) **EXTRA SHIFTS:** Employees who voluntarily reduce their hours of work to enter into a job sharing position have agreed to reduce their regular hours. Therefore, they are not eligible to pickup extra shifts until the shifts have been offered to the available permanent part time, temporary part time and casual employees.
- (7) Should a job sharing partner wish to discontinue the agreement, 30 days notice is normally required, except in the case of exceptional circumstances. The Employer shall replace the job sharing partner in accordance with Section # 4 above.

Where no replacement job sharing partner is found the following applies:

- (A) Where the employee who has decided to leave the job sharing agreement was the original regular full-time incumbent in the position, then the position is posted as a regular full-time position.
- (B) Where the employee who has decided to leave the job sharing agreement was the employee who applied to share the position with the original regular full-time employee, then the original incumbent is returned to regular full-time status.

- (8) Any reduction in hours of the original full-time position being shared will result in the termination of a job share position.
- (9) The position will be clearly identified as a temporary job sharing arrangement. Any new employees hired to fill a vacancy created by two employees entering into the temporary term job share arrangement shall be hired as a temporary employee.
- (10) **TERMINATION OF JOB SHARING AGREEMENT:** The Memorandum shall be in place for a 1 year trial, with a formal evaluation 9 months into the Agreement. This Memorandum may be canceled at any time, provided 30 day notice at the request of management or union. If canceled, the employees shall return to their former positions.

ALL PROVISION OF THE CAW 4600 COLLECTIVE AGREEMENT WILL APPLY.

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada),
LOCAL 4600:**

APPENDIX "J"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: ADDITIONAL SHIFTS

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

Additional shifts will be awarded to available Part-Time employees on the basis of seniority within their home department.

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

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada),
LOCAL 4600:**

APPENDIX "K"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600**

RE: Rural Site Employees with Responsibilities on Two Sites

1. Effective April 1, 2009 and each year on a go forward basis. The District will provide an additional two weeks pay to be placed in the employees time in lieu bank, in recognition for time spent traveling between sites as defined by their position. The hours accumulated in the time in lieu banks may be used to substitute regular hours for approved time off only, no payouts will be permitted.
2. The two weeks time in lieu is incumbent upon the employee working full time hours for the year, hours worked on a part time basis will be paid on a prorated basis.
3. This Agreement will be applicable to 4 positions only:

OT between Inverness and Cheticamp	Employee:
OT between Neils Harbour and Baddeck	Employee:
Pharmacy Tech Neils Harbour and Baddeck	Employee:
Social Worker Neils Harbour and Baddeck	Employee:
4. This Agreement is for Present Incumbents Only, should any of these individuals leave their positions or if any of the positions become designated to one site only, the terms and conditions of this agreement shall no longer apply.
5. The employees would have to arrive and depart from their work sites at the normal start and end shift times, or other hours as agreed to by the facility manager.

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada),
LOCAL 4600:**

APPENDIX "L"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600**

RE: Employees who work on the Mobile Mammography Unit

The Parties hereto agree to the following terms and conditions as a revision of the Collective Agreement in effect between April 1, 2009 to October 31, 2011. The terms and conditions referred to in this document cover members of the bargaining unit while working in the Mobile Mammography Unit.

1. Employees will be paid \$1.00 per hour premium for every hour actually worked on the Mobile Unit and for those paid hours directly associated with work on the Mobile Unit.

When working outside the Complex:

2. Mileage will be paid in accordance with the Employer's travel policy when the employee is required to use their personal vehicle away from their home site.
3. Employees will be entitled to one (1) long distance phone call per day when traveling with the Unit.
4. Employees will be provided with a meal allowance in accordance with the Employer's travel policy.
5. Where overnight accommodation is authorized, employees may claim incidental expenses to a limit of \$4.00 per day.
6. Employees may have separate accommodations when away on the Mobile.
7. Employees will be provided with a cell phone for work related purposes when travelling outside the Cape Breton Health Care Complex.

Staffing the Mobile Mammography Unit:

Technologists from the Diagnostic Mammography Unit are encouraged to rotate with the staff from the Mobile Breast Screening Service in order to gain experience in all aspects of mammography. Technologists from Diagnostic Mammography who do not wish to participate in this rotation will be excluded from this request, or opt out at any time from the rotation.

Any Technologist assigned to the Mobile Breast Screening Unit shall be placed on a trial period for twelve (12) months commencing on the date that the unit is operational. Conditional on satisfactory service, such trial shall become permanent after the period of twelve (12) months.

This Memorandum of Agreement shall remain in effect unless one party gives to the other party not less than sixty (60) calendar days' notice of its intention to terminate this Agreement.

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada),
LOCAL 4600:**

APPENDIX "M"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600**

**RE: Assignment of Full (Seven and one-half (7.5) Hour Shifts Blood Collection,
Cape Breton Regional Hospital**

Whereas the Union and Employer are party to a Collective Agreement in effect April 1, 2009 to October 31, 2011, the Parties agree to the following modifications to Article 9.05 (f) with respect to the assignment of shifts:

Shifts that become available prior to the posting of the schedule:

- (i) Available seven and one-half (7.5) hour shifts will be assigned to part-time employees working in phlebotomy according to seniority and on declared availability;
- (ii) If the most senior employee is working a three and three-quarter (3.75) hour shift, then s/he will be moved up to the seven and one-half (7.5) hour shift and the three and three-quarter (3.75) shift will be assigned to the next senior available employee. If the next most senior employee isn't scheduled to work that day, they will be offered the three and three-quarter (3.75) hour shift;
- (iii) If gaps still exist in the schedule, available shifts will be offered to casual employees.

Shifts that become available after the posting of the schedule:

- (iv) Relief shifts (seven and one-half (7.5) hours) that become available at least forty-eight (48) hours prior to the commencement of the relief shift will be offered by seniority;

- (v) If the most senior employee is working a scheduled three and three-quarter (3.75) hour shift, then s/he will be offered the seven and one-half (7.5) hour shift, and the three and three-quarter (3.75) hour shift will be offered to the next available employee. If the next most senior employee is not scheduled to work that day, they will be offered the three and three-quarter (3.75) hour shift;
- (vi) Remaining shifts will be offered to Casual employees;
- (vii) Where relief shifts become available with less than forty-eight (48) hours notice, such relief shifts will be offered to available Part-time and Casual employees on an equitable basis.

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada),
LOCAL 4600:**

APPENDIX "N"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600**

RE: Senior Technologist, New Waterford Medical Laboratory

Whereas the Union and Employer are party to a collective agreement in effect between April 1, 2009 and October 31, 2011, and

Whereas a Senior Technologist position is established at the New Waterford Medical Laboratory, and

Whereas posting such a position under Article 19.01 (a) could result in a displacement, the Parties to this Memorandum agree that the position of Senior Technologist will be assigned to Medical Laboratory Technologists (MLTs) currently working at the New Waterford site until such time as a vacancy exists. The Parties agree:

1. The Senior Technologist role will be assigned to a maximum of two (2) ML Ts, on the basis of volunteers;
2. In the event that one or both of the current MLTs wish to end the arrangement, other MLTs within the New Waterford site will be offered the opportunity to volunteer;
3. The role will be assigned on a quarterly rotating basis (three months per assignment);
4. The MLT will be paid the Senior Technologist rate of pay for regular hours worked during the assignment;
5. The MLT will maintain their regular rotation during the assignment, including taking call;
6. The Medical Laboratory Technologist I rate of pay remains in effect for overtime and call-out;

7. In the event of a Regular Full Time MLT vacancy, the Employer may post the position of Senior Technologist on a District wide basis, and the provisions of the Job Posting article in the collective agreement will prevail. In this event, the vacant MLT position at New Waterford may be discontinued.

In the event that the Union or Employer wishes to discontinue this Memorandum of Agreement, a minimum thirty (30) days notice will be provided to the other Party.

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada),
LOCAL 4600:**

APPENDIX “O”

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: The Assignment of Additional & Relief LPN Shifts at Taigh Na Mara

The Parties agree that the procedure for the assignment of Additional and Relief Shifts as outlined below will be used at the Taigh Na Mara Facility of the Cape Breton District Health Authority.

Shifts that become available prior to the posting of the schedule.

1. Available shifts will be assigned to part time LPNs based on declared availability.
2. Available shifts will be assigned to PCW/LPN staff who would have been scheduled work that shift on that unit.
3. Available shifts will be assigned to PCW/LPN staff based on declared availability.
4. If gaps in the schedule still exist, available shifts will be offered to casual LPNs.

Shifts that become available after the posting of the schedule.

1. Relief Shifts becoming available at least forty-eight (48) hours prior to commencement of the Relief Shift will be offered to Part-time LPNs except where there are no available Part-time LPNs in which case PCW/LPNs scheduled to work that shift on that unit will be offered such shifts.
2. Where Relief Shifts become available on less than forty-eight (48) hours notice such Relief Shifts will be offered to available Part-time LPNs, PCW/LPNs or Casual employees on an equitable basis.

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada)
LOCAL 4600:**

» **APPENDIX “P”**

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600**

RE: LPN PRACTICE PREMIUM

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

To be eligible for a premium for a twelve (12) month period commencing November 1, 2012, and November 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

In order for an LPN to qualify s/he must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided as Appendix “Q” to the Employer by October 1st, 2012 and by October 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from November 1, 2012 to October 31, 2013 and from November 1 to the following October 31 thereafter. This premium shall be paid in full in a lump sum on or before December 15th, 2013 and on or before December 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA. This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous November 1 to October 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

Points earned in one CAW bargaining unit will be recognized by a subsequent Employer for the purposes of qualifying for this premium. The activities must be relevant to the subsequent Employer.

If a disagreement arises concerning an LPN’s eligibility for this premium, the Union may file a grievance and, if the grievance is not resolved to the Union’s satisfaction, refer the matter to arbitration. An Arbitrator’s jurisdiction in any

grievance filed under this provision shall be restricted to a determination of whether the Employer's discretion was exercised in a reasonable manner.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES.

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which she works or may choose to take voluntarily regardless of the location or service she works. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALITY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the LPN.

These points can only be claimed in the year the certification is awarded.

B. COURSE IN A SPECIALITY requiring an evaluation component (20 POINTS)

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

C. COURSE IN A SPECIALITY not requiring an evaluation component (15 OR 10 POINTS)

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion/attendance for taking such a course, the LPN is not considered "certified." Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/PERSONAL DEVELOPMENT (15 OR 10 POINTS)

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related but the skills/theory are applicable to the nursing practice environment in which the LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an “in-service” either scheduled or ad hoc in nature.

If the learning is required to fulfill the LPN’s role or if it is a general employee expectation, the points cannot be claimed.

F. E-LEARNING (5 POINTS)

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The LPN must provide proof of having participated and completed the modules.

The e-learning must be a minimum of one (1) hour in duration (estimated time of completion); however, the LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill the LPN’s role or if it is a general employee expectation, the points cannot be claimed.

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

**CAPE BRETON DISTRICT
HEALTH AUTHORITY:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW -Canada)
LOCAL 4600:**

» APPENDIX "Q"
PRACTICE PREMIUMS CLAIM FORM and LEADERSHIP PREMIUMS CLAIM FORM

Claim Form for LPN Practice Premiums

To be Completed and Submitted by LPN by October 1st:

Eligible 12 Month Period	November 1, 20_____ to October 31, 20_____							
Personal Information	Name							
	FTE Status (FT/PT/Casual)							
	Job Title							
	Classification							
	Unit/Dept/Area worked							
	Manager's Name							
Points Claimed by Category (Details Attached)	** Points must be claimed in a minimum of TWO Categories							
	A	B	C	D	E	F	G	Total/70
								/70
Signed _____				Date: _____				

For Internal Use by Management:

Points Approved by Category (Details Attached)	A	B	C	D	E	F	G	Total/70
								/70
Premium Approval	Premium Approved _____				Premium Not Approved _____			
Rationale								
Proration for PT/Casual	**Regular Hours Paid: _____ Amount of Prorated Premium: _____ **from the previous Nov 1 to Oct 31 for the year of eligibility:							
Signed _____				Date: _____				

» APPENDIX “R”

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: Letters of Appointment

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this ____ day of _____, 2012

CAPE BRETON DISTRICT HEALTH AUTHORITY:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW -Canada) LOCAL 4600:

» APPENDIX "S"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: Senior Tech II

Employees appointed to perform the role of Senior Tech will be placed on the pay scale for that classification in accordance with their seniority.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this ____ day of _____, 2012

CAPE BRETON DISTRICT HEALTH AUTHORITY:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW -Canada) LOCAL 4600:

» APPENDIX “T”

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: Psychologist / Rehab Assessors

The parties agree that the question of whether the classifications of Psychologist and Rehab Assessor should be included or excluded from the bargaining unit shall be resolvable through the grievance process. The parties agree that, if the matter cannot be resolved through the grievance process, the matter shall be referred for binding resolution to Gus Richardson, who shall have exclusive jurisdiction to apply the applicable terms of the *Trade Union Act* in rendering his decision.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this ____ day of _____, 2012

CAPE BRETON DISTRICT HEALTH AUTHORITY:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW -Canada) LOCAL 4600:

» APPENDIX "U"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: Operating Room Technicians

From the date of ratification, the Employer agrees to match the Operating Room Technician classification to the Capital District Health Authority Operating Room Technician classification.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this ____ day of _____, 2012

CAPE BRETON DISTRICT HEALTH AUTHORITY:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW -Canada) LOCAL 4600:

» APPENDIX “V”

LETTER OF UNDERSTANDING

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: Pathology Assistant

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

IN WITNESS WHEREOF, the Parties hereto have executed this Letter of Understanding by hand of their duly authorized officers, this ____ day of _____, 2012

CAPE BRETON DISTRICT HEALTH AUTHORITY:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW -Canada) LOCAL 4600:

» APPENDIX "W"

LETTER OF UNDERSTANDING

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4600

RE: Cytologist

After the collective agreement is signed, CBDHA will coordinate a discussion between one representative of the union and an operations manager in order to understand the role of the cytologist.

IN WITNESS WHEREOF, the Parties hereto have executed this Letter of Understanding by hand of their duly authorized officers, this ____ day of _____, 2012

CAPE BRETON DISTRICT HEALTH AUTHORITY:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW -Canada) LOCAL 4600:



SOLIDARITY FOREVER

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

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

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

CHORUS:

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

CHORUS:

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

CHORUS:

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

COLLECTIVE AGREEMENT

BETWEEN:



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

- and -

Guysborough Antigonish Strait Health Authority

***EFFECTIVE: NOVEMBER 1, 2011
EXPIRY: OCTOBER 31, 2014***

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NOTE: Where a provision is annotated by » either above or beside a provision number, this indicates a change in language.

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PREAMBLE

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

ARTICLE 1 - PURPOSE CLAUSE

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

ARTICLE 2 - UNION RECOGNITION

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that Employees shall be governed by Employer rules and regulations except those areas which conflict with the Collective Agreement, in which case, the provisions of this contract shall apply. Subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as the Employer including, but not restricted to:
- (a) the right to operate and manage the Employee and working force of the Employer in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to its patients through greater efficiency consistent with fair labour standards.
 - (b) to select, hire, transfer, promote, demote, classify, lay-off, rehire, suspend or discharge for just cause and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the Employer in a discriminatory manner or contrary to the terms of this Agreement.

ARTICLE 4 - CONTINUANCE OF OPERATIONS

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

ARTICLE 5 - DEFINITIONS

- 5.01 **Employee** is a person appointed by the Employer to a position in the Bargaining Unit.

- 5.02 **Regular Full-Time Employee** is one who occupies a position within the bargaining unit designated to be on-going and who works the regular hours as prescribed in Article 9.01 (a) of this Agreement.
- 5.03 **Regular Part-Time Employee** is one who occupies a position within the bargaining unit designated to be on-going and who works less than the regular hours as prescribed in Article 9.01 (a) of this Agreement. The benefits of this Agreement shall apply to regular part-time employees on a pro rata basis, based on Regular Hours Paid not to exceed 1950 hours yearly.
- 5.04 (a) **Casual** is an employee hired to work on a day to day basis as required and is not scheduled by the Employer on the original schedule on a regular basis. A Casual Employee is not a Regular Employee, however, a Casual Employee may fill a Temporary Position.
- (i) Casual employees shall have experience recognized and be placed on the increment scale as set out in Article. Upon hire, a year of service for Casual employees shall mean 1950 hours worked.
 - (ii) In lieu of benefits provided to employees under the collective agreement, Casual employees shall be compensated with a supplementary payment equal to eleven (11%) percent of their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and seven (7%) for all other benefits.
 - (iii) Casual employees who have worked one thousand (1000) regular hours or more by their anniversary date shall be recognized for an additional year of service.
 - (iv) Casual employees who have worked less than one thousand (1000) regular hours by their anniversary date shall be recognized for an additional year of service when one thousand (1000) hours are achieved. This date shall become the employee's new anniversary date.
 - (v) Casual employees shall confirm in writing their availability for shifts. In the event that a Casual employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, such employee will be deemed terminated.
- » (b) **Temporary Position**
- (i) is a position that the Employer has determined will be in excess of ten (10) consecutive work days, but which is not a Regular Position. Temporary Positions are intended for interim staffing relief during periods such as the absences of Full Time or Regular Part Time Employees or for unexpected and temporary changes in workload.

A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position. The Employer may fill Temporary Positions with Casual Employees or with Regular Employees and where operationally feasible shall fill Temporary Positions of less than ninety (90) days with the most senior qualified employees from within the same Unit/Department at the work site.

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

(iii) **Termination of Temporary Position**

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

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

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

5.06 **LTD Program** means the Nova Scotia Association of Health Organizations Long Term Disability Program.

5.07 **Leave of Absence** means absence with the prior authorization of the Employer.

- 5.08 **Employment date** is the Employee's most recent date of hire in a regular position and shall not change. Where two (2) or more employees have the same employment date, the order of their placement on the seniority list will be determined by a lottery draw at the next Labour Management meeting following the date of hire or earlier if required to resolve a conflict.
- 5.09 **Employer** is the Guysborough/Antigonish/Strait Health Authority (#7).
- 5.10 **Union** is Local 4603 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW- CANADA).
- 5.11 **Bargaining Unit** is the Employees of the Employer as defined in the Labour Relations Board certification order, or as may be amended by the parties from time to time.
- 5.12 **Rotation** means a repeating cycle of scheduled shifts whereby the hours of work for each bi-weekly period shall provide for seventy-five (75) hours bi-weekly for a full-time Employee. Regular bi-weekly pay for a full-time Employee shall not be affected by unequal distribution of shifts in each of the bi-weekly periods required by rotations.
- 5.13 **One year service** - One year service shall be defined as 1950 paid hours.
- 5.14 **Fiscal year** means the twelve (12) month calendar period, April 1st to March 31st. Benefits stated in terms of yearly maximum amounts shall be determined in accordance with the most recently completed fiscal year.
- 5.15 **Spouse** means a legal marriage partner or a live-in partner who has been identified in writing by the Employee to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.
- 5.16 **Site** means: - Eastern Memorial Hospital (Canso)
- Guysborough Memorial Hospital (Guysborough)
- St. Martha's Regional Hospital (Antigonish)
- St. Mary's Memorial Hospital (Sherbrooke)
- Strait - Richmond Hospital (Evanston)
- 5.17 **Regular Hours Paid** means hours paid by the Employer to a maximum of 1950 hours annually including paid vacation hours, the straight time equivalent of paid holiday hours and paid sick leave, unpaid Union leave reimbursed by the Union as provided in Article 14.09, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours worked and hours paid directly or indirectly by a third party

- 5.18 **Additional Shifts** means shifts which become available before posting of the schedule.
- 5.19 **Relief Shifts** means shifts which become available after posting of the schedule.
- 5.20 **Threshold Requirements**
In exercising options under Articles 20 and 21, threshold requirements and threshold abilities shall mean the minimum requirements for entry to the position.

ARTICLE 6 - MANAGEMENT AND LABOUR RELATIONS COMMITTEE

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

ARTICLE 7 - UNION SECURITY

- 7.01 It shall be a condition of employment for all Employees currently employed by the Employer and all new Employees employed by the Employer that they take out and maintain membership in the Union.
- 7.02 (a) The Employer shall deduct from each member of the bargaining unit regular Union dues, fees and assessments as uniformly assessed and directed by the Union. Deductions shall be remitted to the Secretary/Treasurer of each local of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - CANADA), not later than the fifteenth (15) day of the month following the period for which the deductions apply.
- (b) The Employer shall endeavour to advise the Union in conjunction with the biweekly dues submission, of the names of newly appointed Employees as well as resignations.

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

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

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

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

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

» 7.06 **Computer Access**

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

the committee, their areas of responsibility and changes of the names of the members of this committee. The Employer will notify the Union of the names of all department heads and supervisors and any changes in these names.

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

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

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

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

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

- (b) Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Step 1 may be bypassed.
- (c) The Employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance within ten (10) days. If the answer is not acceptable to the Employer, the Employer may within ten (10) days from the day the President provides an answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.
- (d) A Union representative or designate may participate in the discussion relating to a grievance at the request of either party.

- (e) If a settlement is not reached in the steps above, either party may serve notice of intention to seek arbitration. Such notice must be given within fifteen (15) working days.

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

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

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

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

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

ARTICLE 9 - HOURS OF WORK

- 9.01 (a) (i) The regular hours of work for a full-time Employee shall be 75 hours biweekly and normally consist of an average of either ten (10) shifts of seven and one-half (7.5) hours or a combination of shifts as defined in 9.01 (d) in a biweekly period. Each regular seven and one-half (7.5) shift shall include two (2) fifteen (15) minute paid rest periods and a thirty (30) minute unpaid meal break.
- (ii) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow the employee to have meal and rest break(s) during the scheduled shifts. Employees shall be permitted to combine meal and/or rest break(s) where operationally possible.
- (iii) It is recognized as inherent in health care employment that on shifts where scheduling will not permit, employees may have to take their meal break(s) and/or rest break(s) at the work station or in the site. Where employees are not able to receive meal or rest breaks

during the shift, the employee will be paid or credited for the missed break(s) at applicable overtime rates. Where time off is chosen it shall be scheduled at a mutually agreed time.

- (iv) Where Power Engineers are required by statute to remain at their work station for their entire shift inclusive of the meal break, they shall be paid at straight time rates for the entire shift including the meal break.
 - (v) **Semi-annual Time Change**
The changing of standard time to or from Daylight Savings Time shall not result in an Employee receiving more or less pay than their normal shift as defined in Article 9.01 (a) (i).
 - (b) Hours of work which are at variance with the regular hours as stated in Article 9.01 (a) may be utilized, provided there is a mutual agreement between the Employer and the Union. A Memorandum of Agreement shall be drawn up to accommodate such changes.
 - (c) Employees who are required by the Employer to work rotating shifts (days, evening or nights, Monday to Sunday inclusive), shall be scheduled for such shifts on an equitable basis.
 - (d) Rotations shall be designated by the Employer and shall consist of:
 - (i) Ten (10) shifts of 7.5 hours in a two week period; or
 - (ii) Six (6) shifts of 11.25 hours and one shift of seven and one-half (7.5) hours in a two week period; or
 - (iii) Such other combinations of shifts agreed to by the Union and the Employer that result in a total or an average of seventy five (75) hours worked in a two (2) week period.
 - (e) No regularly scheduled shift shall be less than three (3) continuous hours.
- 9.02 (a) Subject to the applicable provisions of the Labour Standards Code, scheduled days off work for full time employees shall be given in not more than two segments in a bi-weekly period except as mutually agreed or in accordance with Article 9.01 (d).
- (b) Every Employee is entitled to one (1) weekend off in each four (4) week period; except as mutually agreed and in accordance with Article 9.01 (d). Where operational requirements permit more weekends off, the Employer will distribute them on an equitable basis. This provision is not applicable to Casual Employees.

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

» 9.04 **Shift Premium**

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

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

(b) Regular schedules shall be posted at least two (2) weeks in advance of the period to be worked. Once posted, the Employer will endeavor to minimize changes to the schedule. However, in the event of scheduling changes by the Employer the affected Employee will be notified of such changes at the earliest possible time. Where the Employer provides less than sixteen (16) hours advance notice the employee shall be compensated at the rate of one and one half times (1.5x) the employee's regular hourly rate for the changed shift. This provision shall not apply to a change in the start or stop time of a shift on a day previously scheduled to work.

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

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

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

(f) The assignment of Casual employees for available shifts shall be on the basis of availability. Such shifts shall be offered on a rotating basis.

9.06 (a) Except where otherwise provided under Article 9.01 (d), time worked in excess of the regular shift of seven and one-half (7.5) or more hours shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first four (4) continuous hours of such overtime worked and at the rate of two times (2x) the Employee's regular rate of pay for the overtime hours worked in excess of four (4) continuous hours. Except where otherwise provided under Article 9.01 (d), time worked in excess of

seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay.

- (b) An Employee may be required to work up to fifteen (15) minutes without qualifying for overtime, for the purpose of effecting the shift change.

9.07 Overtime must be authorized by a representative of the Employer.

9.08 Where overtime assignments are such that employees are given the option as to whether they wish to work the overtime, employees opting to not work shall not be penalized by the Employer.

9.09 Employees shall indicate in writing their desire to work overtime shifts. Overtime shifts shall be assigned on a rotating basis. Where operationally efficient, overtime shifts will first be offered to Regular employees and Casual employees in Temporary Positions before being offered to other Casual Employees.

9.10 The Employee may take time off in lieu of overtime compensation by mutual agreement at the appropriate rate for each hour worked. Time off shall be granted at a mutually agreed time. Time off in lieu banks exceeding seventy-five (75) hours may be paid out to the Employee. This provision is not applicable to a Casual Employee.

»9.11 **Weekend Premium**

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

9.12 Employees will be provided with a meal voucher where cafeteria services are available or, where such services are not available, a meal allowance of eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled seven and one half (7.5) hour shift.

9.13 (a) Temporary Assignment - Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than his/her own, he/she shall be paid his/her own classification rate. If an Employee is assigned to perform work at a higher rate than his/her own, they shall receive the higher rate beginning on the first working day in the new classification

(b) When an Employee within the bargaining unit is appointed temporarily to a management position, the temporarily assigned Employee shall receive a premium of twenty-five percent (25%) above the Employee's regular hourly rate not to exceed the rate of the Employee being replaced.

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

ARTICLE 10 - STATUTORY HOLIDAYS

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

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

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

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

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

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

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

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

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

- 10.04 When a holiday designated in Article 10.01 occurs on a day scheduled as a day off for a full time Employee, the employee may receive pay for the holiday when mutually agreed between the Employer and the Employee or shall be scheduled for an alternate day off with pay in lieu of the holiday at a time mutually agreed.
- 10.05 If any Employee is not scheduled to work a Holiday and is called in to work without seventy-two (72) hours notice for a shift commencing on the calendar date of a Holiday, the Employee shall be paid two (2 x) times the Employee's regular rate of pay for hours worked that shift. In addition, the Full-Time Employee shall receive an alternate seven and one-half (7.5) hour day off in lieu of the Holiday at a mutually agreed time. This provision is not applicable to a Casual Employee.
- 10.06 The Employer will schedule Employees required to work holidays on a fair and equitable basis. An Employee shall have either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off, on a yearly rotating basis unless mutually agreed otherwise. This provision is not applicable to a Casual Employee.
- Shifts commencing at 3:00 pm or later on Christmas Eve or New Year's Eve will be recognized as working Christmas or New Year's for the purpose of affecting a yearly rotating basis.
- 10.07 Employees who are scheduled for work and report for duty on December 24th and are required to work beyond 12:00 noon shall be compensated for all hours worked after 12:00 noon, to a maximum of four (4) hours at the rate of one and one half (1.5x) times the Employees regular hourly rate of pay.
- 10.08 Employees required to work beyond the seven and one half (7.5) hours shift hours for a shift commencing on the calendar date of a Holiday shall receive compensation at the rate of two (2 x) times the Employee's regular hourly rate of pay for all hours worked beyond the shift.
- 10.09 Employees shall be eligible for compensation under this Article only for the regular shifts where the majority of shift hours occur on the calendar date of a Holiday
- 10.10 If one or more holidays noted in Article 10.01 occurs during the regular scheduled vacation of a Regular Employee, the Full-Time Employee shall receive holiday pay for that day. The Part-time employee shall receive pay for that day to the extent that they have banked holiday credits. In both cases, vacation credits shall not be reduced for that day. This provision is not applicable to a Casual Employee.

ARTICLE 11 - SICK LEAVE

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

- 11.01 (a) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.
- (b) Employees shall be entitled to accumulate sick leave credits at the rate of eleven and one quarter (11.25) hours for each one hundred and sixty-two-point-five (162.5) regular hours paid. Employees shall not be entitled to paid sick leave during their probationary period. After the probationary period, the sick leave accumulated during the probationary period will be credited to the Employee.
- (c) Sick leave shall accumulate to a maximum of eleven hundred and twenty five (1125) hours.
- 11.02 (a) When a period of paid sick leave extends into a period of scheduled vacation, those days of vacation lost due to illness shall become sick leave, and paid subject to the availability of accrued sick leave credits. Vacation days shall be rescheduled at a later date. Employees may be required to provide proof of illness.
- (b) If an Employee is hospitalized during a period of scheduled vacation, days of vacation lost while hospitalized and convalescing as a result of the hospitalization shall become sick leave and paid subject to the availability of accrued sick leave credits. Vacation days shall be rescheduled at a later date. Employees may be required to provide proof of illness.
- (c) Sick leave will be paid from the accumulated credits and the Employee will not be permitted to substitute other paid leave days in place of sick leave.
- 11.03 The total of regular hours paid by the Employer shall be considered in calculating the accrual of sick leave credits.
- 11.04 Where possible, the Employer shall provide a statement of sick leave credits on the Employee's bi-weekly pay record or upon request of the Employee.
- 11.05 Employees may be required to provide proof of illness for any absence due to illness. Where an Employee is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the

Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports.

- 11.06 An Employee who reports for work as scheduled and leaves work due to illness shall be paid for actual time worked. Where an Employee has sick leave credits, the Employee shall be compensated for the remainder of that shift from accrued sick leave credits.
- 11.07 (a) Subject to available sick leave credits, regular employees shall be permitted leave of absence without loss of regular pay, for up to twenty-two and one-half (22.5) hours in total per fiscal year to attend to personal preventative medical and dental appointments. Employees shall endeavour to arrange for such appointments during off duty hours.
- (b) When required to be off duty, employees shall provide their supervisor with as much advance notice as is possible.
- (c) The Employer may require proof of the need for leave for any of the above situations. Hours paid for such leaves shall be deducted from accumulated sick leave credits.

ARTICLE 12 - VACATIONS

Article 12 is not applicable to a casual employee.

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

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

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

In no event shall Vacation Period exceed:

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

12.09 If an Employee's vacation is approved and then cancelled by the Employer causing the Employee to lose a monetary deposit on vacation accommodations and/or travel and providing the Employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit.

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

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

» 12.12 **Vacation Credits Upon Death**

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

ARTICLE 13 - BEREAVEMENT LEAVE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - LEAVE OF ABSENCE

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

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

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

The leave of absence under this Article shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation. An Employee given such leave of absence without loss of regular pay shall pay to the Employer the amount that the Employee receives for this duty. This provision is not applicable to Casual Employees except those in Temporary Positions.

- 14.05 (a) Regular full-time Employees shall be permitted leave of absence without loss of regular pay, for up to fifteen (15) hours in total per fiscal year to attend to the following situations:
- (i) in the case of an illness of a member of the Employee's immediate family who permanently resides with the Employee and when no one at home other than the Employee can provide for the needs of the ill person. Immediate family shall be defined as the parent, child or spouse of the Employee.
 - (ii) in the case of an emergency which requires the Employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the Employee at a time when the Employee is off duty.
- (b) When required to be off duty, Employees shall provide their supervisor with as much advance notice as is possible.
- (c) The Employer may require proof of the need for leave for any of the above situations.
- (d) Regular part-time Employees shall be entitled to the above leave on a pro-rata basis.
- 14.06 (a) The Employer may grant leave of absence without loss of regular pay for a maximum of fifteen (15) hours per year, taken on not more than four (4) occasions per year without loss of seniority to write examinations to upgrade employment qualifications. Such examinations must relate to the employee's position with the Employer.
- (b) Subject to operational requirements, the Employer agrees to allocate educational leave on an equitable basis.
- (c) This provision is not applicable to a Casual employee.
- 14.07 Where an employee is a volunteer fire fighter and his/her job responsibilities permit response to an emergency call, the Employee will suffer no loss of regular pay while performing their duties responding to such emergency call.

- 14.08 An Employee who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of regular pay, during normal working hours to assist in matters relating to the Agreement. Such a representative must request and obtain permission from their immediate management supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.
- 14.09 At the request of the Union, subject to operational requirements, the Employer may grant an Employee a leave of absence for Union business. The Union must give reasonable notice to enable the Employer to obtain a replacement. Where such leave is granted, the Employer agrees to continue the Employee's salary and benefits during such leave and the Union shall reimburse the Employer the cost of such salary and benefits. The name and address of the Treasurer will be given to the Employer. The bill will be sent to the Treasurer of the Local involved. The Union agrees to pay the bill within thirty (30) days of receipt of the bill. This provision is not applicable to a Casual employee.

ARTICLE 15 - PREGNANCY, ADOPTION AND PARENTAL LEAVE

Pregnancy/Birth Leave

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

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

Parental and Adoption Leave

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

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

Employer and Employee. When an Regular Employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is not available in a comparable position within the site. When a Casual employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Casual employee shall return to Casual status. An Employee shall be entitled to the appropriate increment level and benefits, with no loss of benefits accrued to the commencement of the leave.

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

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

15.06 **Pregnancy/Birth Leave Allowance**

- (a) A Regular Employee or a Casual Employee in a Temporary Position (for the duration of such Temporary Position) is entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied or, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I.

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

- (c) For the purpose of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1.5X) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Pregnancy/Birth Leave Allowance is not applicable to a Casual Employee.

15.07 Parental and Adoption Leave Allowance

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

her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1.5X) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Parental and Adoption Leave Allowance is not applicable to a Casual Employee.

ARTICLE 16 - STANDBY AND CALL BACK

16.01 An Employee may be required to be on Stand-By. An Employee assigned to be on standby shall receive thirteen dollars and fifty cents (\$13.50) for each Stand-By period of eight (8) hours or less. The Employer shall pay an Employee who is on Stand-By on a named holiday twenty-seven dollars (\$27.00) for each Stand-By period of eight (8) hours or less. The Employer will provide pagers or other communication devices for Employees assigned to be on Stand-By.

- 16.02 (a) An Employee required to report back to the workplace after leaving the premises of the Employer following the completion of a shift but before the commencement of the Employee's next scheduled shift or is called back on a day the Employee is not working ("Call Back") shall be compensated with a minimum of four (4) hours pay at the employee's regular hourly rate or overtime for the hours worked in accordance with Article 9.06, whichever is greater. Call Back premiums do not apply to Additional or Relief Shifts.

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

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

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

ARTICLE 17 - DISCRIMINATION/WORKPLACE HARASSMENT

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

ARTICLE 18 - SENIORITY

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

Seniority for Casual employees shall commence on the employee's most recent date of hire as a Casual employee ("Casual Seniority"). Should a Casual employee become a Regular employee, their Regular Seniority and service date shall be the date of hire into the Regular position. However, where a Casual employee in a Temporary Position becomes a regular employee without a break in service, the seniority shall be effective on the date of appointment to the temporary position.

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

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

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

18.04 Seniority shall operate on a bargaining unit wide basis.

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

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

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

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

ARTICLE 19 - PROMOTIONS AND STAFF CHANGES

»19.01 (a) Where the Employer determines that:

- (i) A regular vacancy exists;
- (ii) A new position is created; or

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

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

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

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

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

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

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

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

ARTICLE 20 - TECHNOLOGICAL CHANGE

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

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

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

(c) Where:

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

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

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

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

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

receipt of a lay-off notice under Article 21.00 who meet the threshold requirements of the positions.

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

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

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

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

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

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

ARTICLE 21 - LAYOFF, RECALL AND DISPLACEMENT

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

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

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

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

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

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

- (a) The employee to be displaced from their position as a result of a redundancy or a work force reduction within a department at the site shall be the employee(s) with the least seniority within the classification to be reduced in the department.

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

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

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

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

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

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

(b) **Dental Plan**

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

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

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

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

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

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

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

- (b) Subject to the Plan requirements, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the employee share of the benefit premium contribution. The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence. If the Employee remains in receipt of Long Term Disability

benefits after the thirty (30) months from the date of absence, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

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

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

ARTICLE 23 - UNIFORMS AND LAUNDRY

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

23.01 Uniforms shall be supplied by the Employer as required.

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

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

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

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

»ARTICLE 24 - RETIREMENT ALLOWANCE

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

This provision is not applicable to a casual employee.

ARTICLE 25 - STAFF DEVELOPMENT

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

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

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

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

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

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

25.03 Licensing Body Dues Deduction

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

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

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

ARTICLE 26 - HEALTH AND SAFETY

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

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

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

ARTICLE 27 - SUBSTANCE ABUSE

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

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

ARTICLE 28 - RELOCATION OF WORK

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

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

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

ARTICLE 29 - LPN's and CCA's

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

ARTICLE 30 - ADDITIONAL SHIFTS FOR PART-TIME EMPLOYEES

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

ARTICLE 31 - TWELVE HOUR SHIFT

(Note: See Memorandum of Agreement Appendix 'B')

ARTICLE 32 - PRIVATE VEHICLE USE

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

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

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

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

ARTICLE 33 - WORKER'S COMPENSATION

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

33.01 Workers' Compensation

(a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 33.01 (b)(i).

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

In such case, the Employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.

(b) **Injury on Duty - WCB**

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

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

Accumulation of Vacation Credits

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

Group Health and Group Life Benefit Plans

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

WCB and Return to Work

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

»ARTICLE 34 - RETROACTIVITY

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

»ARTICLE 35 - DURATION OF AGREEMENT

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

SIGNED ON BEHALF OF:

**Guysborough Antigonish Strait
Health Authority:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada),
Local 4603:**

DATED THIS _____ DAY OF _____, _____ AND SIGNED

IN _____, NOVA SCOTIA.

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

Bargaining Unit: Local 4603: SERVICE

1. TERM

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

2. ECONOMIC INCREASES

Economic Increases as follows:

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

3. RETROACTIVITY

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

**Guysborough Antigonish Strait Health Authority
CAW Local 4603 Service Bargaining Unit
Wage Appendix 'A'**

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Carpenter	SVC036	Oct. 31-11	21.9082	22.4097	22.8941	23.5287	
		Expired rate	\$42,721	\$43,699	\$44,644	\$45,881	
		Nov.01-11	22.3464	22.8579	23.3520	23.9993	
			\$43,575	\$44,573	\$45,536	\$46,799	
		Nov.01-12	22.9050	23.4293	23.9358	24.5993	
			\$44,665	\$45,687	\$46,675	\$47,969	
		Nov. 01-13	23.5922	24.1322	24.6539	25.3372	
			\$46,005	\$47,058	\$48,075	\$49,408	
Cashier - Coffee Cart	SVC010	Oct. 31-11	15.5417	15.8285	16.1446	16.4620	16.7787
		Expired rate	\$30,306	\$30,866	\$31,482	\$32,101	\$32,718
		Nov.01-11	15.8525	16.1451	16.4675	16.7912	17.1143
			\$30,912	\$31,483	\$32,112	\$32,743	\$33,373
		Nov.01-12	16.2488	16.5487	16.8792	17.2110	17.5421
			\$31,685	\$32,270	\$32,914	\$33,561	\$34,207
		Nov. 01-13	16.7363	17.0452	17.3856	17.7274	18.0684
			\$32,636	\$33,238	\$33,902	\$34,568	\$35,233

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Clerk II - Stores	SVC018	Oct. 31-11	16.6314	17.0755	17.5202	17.9654	18.4107
		Expired rate	\$32,431	\$33,297	\$34,164	\$35,033	\$35,901
		Nov.01-11	16.9640	17.4170	17.8706	18.3247	18.7789
			\$33,080	\$33,963	\$34,848	\$35,733	\$36,619
		Nov.01-12	17.3881	17.8524	18.3174	18.7828	19.2484
			\$33,907	\$34,812	\$35,719	\$36,627	\$37,534
		Nov. 01-13	17.9098	18.3880	18.8669	19.3463	19.8258
			\$34,924	\$35,857	\$36,790	\$37,725	\$38,660
Chief Engineer - Lead Hand SR Site Only	SVC045	Oct. 31-11	23.3195	23.5852	23.7183		
		Expired rate	\$45,473	\$45,991	\$46,251		
		Nov.01-11	23.7859	24.0569	24.1927		
			\$46,382	\$46,911	\$47,176		
		Nov.01-12	24.3805	24.6583	24.7975		
			\$47,542	\$48,084	\$48,355		
		Nov. 01-13	25.1120	25.3981	25.5414		
			\$48,968	\$49,526	\$49,806		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Cook I -Completed Block 1 of Journeyman Cook Cooks Helper Staff Cook -SRH &SMMH Bakery-SMRH	SVC025	Oct. 31-11	17.5423	17.9317	18.3217	18.9059	19.4912
		Expired rate	\$34,207	\$34,967	\$35,727	\$36,867	\$38,008
		Nov.01-11	17.8931	18.2903	18.6881	19.2840	19.8810
			\$34,892	\$35,666	\$36,442	\$37,604	\$38,768
		Nov.01-12	18.3405	18.7476	19.1553	19.7661	20.3780
			\$35,764	\$36,558	\$37,353	\$38,544	\$39,737
		Nov. 01-13	18.8907	19.3100	19.7300	20.3591	20.9894
			\$36,837	\$37,655	\$38,473	\$39,700	\$40,929
Cook II-Completed Block II of Journeyman Cook	SVC029	Oct. 31-11	17.6400	18.2414	18.8428	19.4441	20.0455
		Expired rate	\$34,398	\$35,571	\$36,743	\$37,916	\$39,089
		Nov.01-11	17.9928	18.6062	19.2197	19.8330	20.4464
			\$35,086	\$36,282	\$37,478	\$38,674	\$39,870
		Nov.01-12	18.4426	19.0714	19.7001	20.3288	20.9576
			\$35,963	\$37,189	\$38,415	\$39,641	\$40,867
		Nov. 01-13	18.9959	19.6435	20.2912	20.9387	21.5863
			\$37,042	\$38,305	\$39,568	\$40,830	\$42,093

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Cook 3-Journeyman Cook	SVC033	Oct. 31-11	19.0502	19.6091	20.1686	20.7276	21.2870
		Expired rate	\$37,148	\$38,238	\$39,329	\$40,419	\$41,510
		Nov.01-11	19.4312	20.0013	20.5720	21.1422	21.7127
			\$37,891	\$39,002	\$40,115	\$41,227	\$42,340
Cook 3-Journeyman Cook	SVC033	Nov.01-12	19.9170	20.5013	21.0863	21.6707	22.2556
			\$38,838	\$39,978	\$41,118	\$42,258	\$43,398
		Nov. 01-13	20.5145	21.1164	21.7189	22.3208	22.9232
			\$40,003	\$41,177	\$42,352	\$43,526	\$44,700
Diet Aide-SRH	SVC012	Oct. 31-11	15.6918	15.9634	16.0990		
		Expired rate	\$30,599	\$31,129	\$31,393		
		Nov.01-11	16.0056	16.2827	16.4210		
			\$31,211	\$31,751	\$32,021		
Diet Aide-SRH	SVC012	Nov.01-12	16.4058	16.6897	16.8315		
			\$31,991	\$32,545	\$32,821		
		Nov. 01-13	16.8980	17.1904	17.3364		
			\$32,951	\$33,521	\$33,806		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Electrician	SVC044	Oct. 31-11	22.2838	23.4078	24.0656	25.7086	26.5180
		Expired rate	\$43,453	\$45,645	\$46,928	\$50,132	\$51,710
		Nov.01-11	22.7295	23.8760	24.5469	26.2228	27.0484
			\$44,322	\$46,558	\$47,866	\$51,134	\$52,744
Electrician	SVC044	Nov.01-12	23.2977	24.4729	25.1606	26.8783	27.7246
			\$45,431	\$47,722	\$49,063	\$52,413	\$54,063
		Nov. 01-13	23.9966	25.2070	25.9154	27.6847	28.5563
			\$46,793	\$49,154	\$50,535	\$53,985	\$55,685
Laundry Combo	SVC007	Oct. 31-11	15.1640	15.4531	15.7417		
		Expired rate	\$29,570	\$30,134	\$30,696		
		Nov.01-11	15.4673	15.7622	16.0565		
			\$30,161	\$30,736	\$31,310		
Laundry Combo	SVC007	Nov.01-12	15.8540	16.1562	16.4579		
			\$30,915	\$31,505	\$32,093		
		Nov. 01-13	16.3296	16.6409	16.9517		
			\$31,843	\$32,450	\$33,056		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Laundry Worker 2 Laundry Washer	SVC011	Oct. 31-11	15.5116	15.8288	16.1448	16.4620	16.7783
		Expired rate	\$30,248	\$30,866	\$31,482	\$32,101	\$32,718
		Nov.01-11	15.8218	16.1454	16.4677	16.7912	17.1139
			\$30,853	\$31,483	\$32,112	\$32,743	\$33,372
		Nov.01-12	16.2174	16.5490	16.8794	17.2110	17.5417
			\$31,624	\$32,271	\$32,915	\$33,561	\$34,206
		Nov. 01-13	16.7039	17.0455	17.3858	17.7274	18.0680
			\$32,573	\$33,239	\$33,902	\$34,568	\$35,233
Maintenance Security/Watchman Maintenance Worker GMH	SVC020	Oct. 31-11	17.2836	17.6116			
		Expired rate	\$33,703	\$34,343			
		Nov.01-11	17.6293	17.9638			
			\$34,377	\$35,029			
		Nov.01-12	18.0700	18.4129			
			\$35,237	\$35,905			
		Nov. 01-13	18.6121	18.9653			
			\$36,294	\$36,982			

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Maintenance 3A	SVC031	Oct. 31-11	17.6400	18.2414	18.8431	19.4441	20.0455
		Expired rate	\$34,398	\$35,571	\$36,744	\$37,916	\$39,089
		Nov.01-11	17.9928	18.6062	19.2200	19.8330	20.4464
			\$35,086	\$36,282	\$37,479	\$38,674	\$39,870
Maintenance 3A	SVC031	Nov.01-12	18.4426	19.0714	19.7005	20.3288	20.9576
			\$35,963	\$37,189	\$38,416	\$39,641	\$40,867
		Nov. 01-13	18.9959	19.6435	20.2915	20.9387	21.5863
			\$37,042	\$38,305	\$39,568	\$40,830	\$42,093
Painter - Plasterer	SVC034	Oct. 31-11	20.2437	20.8226			
		Expired rate	\$39,475	\$40,604			
		Nov.01-11	20.6486	21.2391			
			\$40,265	\$41,416			
Painter - Plasterer	SVC034	Nov.01-12	21.1648	21.7700			
			\$41,271	\$42,452			
		Nov. 01-13	21.7997	22.4231			
			\$42,509	\$43,725			

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Plumber - Journeyman	SVC040	Oct. 31-11	22.2836	23.4079	24.0653	25.7087	26.5204
		Expired rate	\$43,453	\$45,645	\$46,927	\$50,132	\$51,715
		Nov.01-11	22.7293	23.8761	24.5466	26.2229	27.0508
			\$44,322	\$46,558	\$47,866	\$51,135	\$52,749
		Nov.01-12	23.2975	24.4730	25.1603	26.8784	27.7271
			\$45,430	\$47,722	\$49,063	\$52,413	\$54,068
		Nov. 01-13	23.9964	25.2071	25.9151	27.6848	28.5589
			\$46,793	\$49,154	\$50,534	\$53,985	\$55,690
Porter Escort	SVC009	Oct. 31-11	15.5116	15.8288	16.1448	16.4620	16.7783
		Expired rate	\$30,248	\$30,866	\$31,482	\$32,101	\$32,718
		Nov.01-11	15.8218	16.1454	16.4677	16.7912	17.1139
			\$30,853	\$31,483	\$32,112	\$32,743	\$33,372
		Nov.01-12	16.2174	16.5490	16.8794	17.2110	17.5417
			\$31,624	\$32,271	\$32,915	\$33,561	\$34,206
		Nov. 01-13	16.7039	17.0455	17.3858	17.7274	18.0680
			\$32,573	\$33,239	\$33,902	\$34,568	\$35,233

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Power Engineer - 3rd Standard Certification (SRH site/SMH site)	SVC046	Oct. 31-11	24.3240	24.5908	24.7234		
		Expired rate	\$47,432	\$47,952	\$48,211		
		Nov.01-11	24.8105	25.0826	25.2179		
			\$48,380	\$48,911	\$49,175		
		Nov.01-12	25.4307	25.7097	25.8483		
			\$49,590	\$50,134	\$50,404		
		Nov. 01-13	26.1937	26.4810	26.6238		
			\$51,078	\$51,638	\$51,916		
Power Engineer - 4th Standard Certification SRH Site	SVC039	Oct. 31-11	22.9862	23.2532	23.3848		
		Expired rate	\$44,823	\$45,344	\$45,600		
		Nov.01-11	23.4459	23.7183	23.8525		
			\$45,720	\$46,251	\$46,512		
		Nov.01-12	24.0321	24.3112	24.4488		
			\$46,863	\$47,407	\$47,675		
		Nov. 01-13	24.7530	25.0406	25.1823		
			\$48,268	\$48,829	\$49,105		

Position	Pay Grade	Effective Date	Start	After 1 year	After 2 years	After 3 years	After 4 years
Seamstress - Tailor	SVC008	Oct. 31-11	15.4006	15.6623	16.0103		
		Expired rate	\$30,031	\$30,542	\$31,220		
		Nov.01-11	15.7086	15.9755	16.3305		
			\$30,632	\$31,152	\$31,844		
		Nov.01-12	16.1013	16.3749	16.7388		
			\$31,398	\$31,931	\$32,641		
		Nov. 01-13	16.5844	16.8662	17.2409		
			\$32,340	\$32,889	\$33,620		
Utility Worker Laundry/Housekeeping	SVC003	Oct. 31-11	14.8039	15.1124	15.4204		
		Expired rate	\$28,868	\$29,469	\$30,070		
		Nov.01-11	15.1000	15.4146	15.7288		
			\$29,445	\$30,059	\$30,671		
		Nov.01-12	15.4775	15.8000	16.1220		
			\$30,181	\$30,810	\$31,438		
		Nov. 01-13	15.9418	16.2740	16.6057		
			\$31,087	\$31,734	\$32,381		

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

MEMORANDUM OF AGREEMENT

BETWEEN:

Guysborough Antigonish Strait Health Authority (DHA 7)

AND

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

RE: PIO RATES

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

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

NOW THEREFORE the Parties Agree that:

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

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

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

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

SIGNED ON BEHALF OF:

**Guysborough Antigonish Strait
Health Authority:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada),
Local 4603:**

MEMORANDUM OF AGREEMENT

BETWEEN:

Guysborough Antigonish Strait Health Authority (DHA 7)

AND

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

RE: PARITY MAINTENANCE

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

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

SIGNED ON BEHALF OF:

Guysborough Antigonish Strait Health Authority:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada), Local 4603:

APPENDIX "B"
LETTER OF UNDERSTANDING
12 hour Shifts

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

Section 1

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

- 9.06 (a) *Except where otherwise provided under Article 9.01 (d), time worked in excess of the regular shift of eleven and one-quarter (11.25) or more hours shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first four (4) continuous hours of such overtime worked and at the rate of two times (2x) the Employee's regular rate of pay for the overtime hours worked in excess of four (4) continuous hours. Except where otherwise provided under Article 9.01 (d), time worked in excess of seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay.*
- 9.12 *Employees will be provided with a meal voucher where cafeteria services are available or, where such services are not available, a meal allowance of eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled eleven and one quarter (11.25) hour shift.*
- 10.03 (a) *If an employee works an eleven and one quarter (11.25) shift on the calendar date of a holiday listed in Article 10.01, the employee will be compensated at the rate of one and one-half times the employee's regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by the Employee.*
- 10.08 *Employees required to work beyond the regular eleven and one quarter (11.25) hours shift hours for a shift commencing on the calendar date of a Holiday shall receive compensation at the rate of two times (2 x) the Employees regular hourly rate of pay for all hours worked beyond the shift.*
- 11.01 (b) *Employees shall be entitled to accumulate sick leave credits at the rate of eleven and one quarter (11.25) hours for each one hundred and sixty two point five (162.5) regular hours paid. Employee shall not be entitled to paid sick leave during their probationary period. After the probationary period, the sick leave accumulated during the probationary period will be credited to the Employee.*
- (c) *Sick leave shall accumulate to a maximum of eleven hundred and twenty five (1125) hours.*

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

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

Section 2

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

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

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

APPENDIX "C"
PART-TIME EMPLOYEES – AVAILABILITY

(Article 30) – CAW Collective Agreement

Name: _____ Dept/Program: _____

Position/Classification: _____ Site: _____

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

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

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

Select B or C below

B. _____ I am available to work up to an additional _____ scheduled hours per pay period.

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

OR

C. _____ I am not available to work additional hours beyond my FTE status.

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

D. _____ After the posted schedule, I am available for Relief Shifts.

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

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

Employee

Date

Employer
per _____

Date

CC: Employee

NOTE: This form is subject to revision by the Employer

**APPENDIX “D”
Transitional Support Program**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX "E"

DEFERRED SALARY LEAVE PLAN

(a) Purpose

- (i) The Deferred Salary Leave Plan is established to afford Employees the opportunity of taking a self-funded leave of absence not to exceed twelve (12) consecutive months.
- (ii) When the leave of absence is taken for the purpose of permitting the full-time attendance of the Employee at a designated educational institution (within the meaning of subsection 118.6 (i) of the *Income Tax Act*) the leave shall not be for less than three (3) consecutive months and in any other case not less than six (6) consecutive months.

(b) Terms of Reference

- (i) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (ii) A suitable replacement for the Employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be subject to the provisions of the Collective Agreement.
- (iii) Approval of applications under this Plan is subject to operational requirements and will not be unreasonably denied. Any permitted discretion allowed under this Plan will not be unreasonably exercised.

(c) Eligibility

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

(d) Application

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

(e) Leave

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

(f) Payment Formula and Leave of Absence

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

- (i) During the deferral period of the Plan, preceding the period of the leave, the Employee will be paid a reduced percentage of his/her salary. The remaining percentage of salary will be deferred and placed in a trust account. The accumulated amount plus the interest earned shall be retained for the Employee in trust by the Employer to finance the period of leave. The money will not be accessible to the Employee until the leave period except as provided in Section (h).
- (ii) Income Tax and Canada Pension Plan contributions are to be withheld from the gross salary less the deferred amounts during the deferral period and from the deferred amounts when paid to the Employee during the period of leave. Employment Insurance premiums are to be based on the Employee's gross salary during the period of the deferral and no premiums are to be withheld from the deferred amounts when paid.
- (iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The Employer will consult with the financial institution maintaining the trust account to provide a rate of interest which is reflective of the nature of this plan. (eg. averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit). The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the trust account. Interest shall be based upon the average daily balance of the account and credited to the Employee's account on the first day of the following calendar month. Even though the interest is accrued and is not paid to the

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

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

(g) Benefits

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

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

(h) *Withdrawal*

- (i) An Employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
- (ii) An Employee who is laid-off or has his/her employment terminated during the deferral period may withdraw from the Plan or leave the accumulated contributions plus interest in the fund pending the exhaustion of recall rights or possibility of reinstatement. In such case the Employer will continue as trustee for the deferred fund notwithstanding any termination of the employment relationship.
- (iii) In the event of withdrawal, the Employee shall be paid a lump sum equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible but not later than sixty (60) calendar days of withdrawal from the Plan.
- (iv) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate as soon as possible, but not later than two (2) pay periods following notice being given to the Employer.

(i) *Written Contract*

- (i) All Employees will be required to sign the approved contract (annexed hereto) before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- (ii) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the Employee and Employer subject to the Section f (v) of this Plan.

DEFERRED SALARY PLAN APPLICATION AND CONTRACT

EMPLOYEE NAME: _____

ORGANIZATION: _____

EMPLOYEE I.D.: _____

JOB TITLE/CLASS AND STEP/BIWEEKLY SALARY: _____

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

APPLICATION

1. I wish to enroll in the Deferred Salary Plan with salary deferral commencing with the _____ to _____ pay period and continue for a ____ year period.
(y/m/d) (y/m/d)

2. I shall take my leave of absence from _____ to _____.
(y/m/d) (y/m/d)

FINANCIAL ARRANGEMENTS

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

1. I wish to defer a percentage of each of my salary payments for the next ____ years in accordance with this schedule:

Months _____% Months _____% Months _____%
Months _____% Months _____% Months _____%.

2. Annually, the Employer shall provide me with a statement of the status of my account.

3. All deferred salary plus interest held in trust shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employee and the Employer.

ADDITIONAL COMMENTS

CONTRACT APPROVAL

Employee's Signature

Witness

CEO or Delegate

Date

Department of Human Resources

Date

APPENDIX "F"
MEMORANDUM OF AGREEMENT
Parity Maintenance

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

1. Where classification matches DO exist:

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

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

2. Where classification matches DO NOT exist:

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

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

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

3. Pay Plan Implementation

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

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

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

Upon implementation of the new pay plan, (resulting from the Job Evaluation review process at the CDHA) CAW Employees who would otherwise incur a salary reduction, shall be granted "PIO" (Present Incumbent Only) status but may advance through the granting of increments, in accordance with the Collective Agreement, to the maximum salary for the position and classification applicable immediately prior to the implementation of the new classification system. For clarity, as of April 2nd, 2003, the Employee's pay would be frozen for the purposes of the further economic adjustments (should such become subsequently payable) but the Employee shall continue to receive increments up to the maximum for the Employee's original scale until such time as the rates are corrected.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this **13th** day of **November, 2002**.

**Guysborough Antigonish
Strait Health Authority**

Kevin MacDonald

Carrie MacIsaac

Leonard MacEachren

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

D. Victor Tomiczek

Cecil Snow

Helen Stroud

» APPENDIX “G”

RETIREE BENEFITS

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

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

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

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

Eligibility

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

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

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

**APPENDIX “H”
MEMORANDUM OF AGREEMENT**

Re: Classification Groupings for Guysborough Antigonish Strait Health Authority

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

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

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

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

Classifications included:

- General Maintenance Worker
- Watchperson / Security Grounds Keeper

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

Classifications included:

- Maintenance Journeyman Helper
- Maintenance 3A

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

Classifications included:

- Carpenters
 - Painter / Plasterer
-

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

Classifications included:

- Second Class Refrigeration
 - Fourth Class Power Engineer
 - Third Class Power Engineer
 - Second Class Power Engineer
 - Electrician
 - Plumber (Journeyman)
-

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

Classifications included:

- Utility Worker
 - General Worker
 - Dietary Aide I / II
 - Porter
-

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

Classifications included:

- Seamstress
 - Laundry Combo
 - Laundry Washer
 - Laundry II
 - Cashier
 - Stores Clerk II
 - Cook's Helper / Assistant
-

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

Classifications included:

-
-

Cook **Group includes all cooks.**

Classifications included:

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

APPENDIX "I"

MEMORANDUM OF AGREEMENT

Market-based Adjustments

- 1) Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the Bargaining Unit, the following procedure will be utilized:
 - (a) the Employer will consult with the Union regarding the situation and provide the Union with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and
 - (b) the Union will be provided with an opportunity to make representations and provide any additional information concerning the situation.
- 2) Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time.
- 3) Any market-based adjustment will be pro-rated according to designation for Regular Part-Time positions and for designation and duration for temporary assignments and/or job shares.
- 4) The amount of the market-based adjustment will be reviewed annually and may be increased if the Employer, in its discretion, deems this necessary. The decision of the Employer in this regard is not subject to review by an arbitrator or any other person.
- 5) The market-based adjustment will not be considered a part of the Employee's regular (negotiated) pay rate for the Employee's classification.
- 6) The market-based adjustment will, however, be treated as regular earnings for purposes of pension, Union dues, statutory deductions (e.g. Employment Insurance, Canada Pension Plan, Income Tax) and other earnings, related group benefits plans such as long term disability and life and accidental death and dismemberment insurance and for pregnancy and adoption leave allowances.
- 7) The market-based adjustment will not be added to the hourly rate when calculating overtime rate; rather, overtime rates will be based on the base salary without the market-based adjustment.
- 8) The market-based adjustment shall be considered as part of any monies to be reimbursed to the District Health Authority by CAW in relation to any time off for Union business.

- 9) The market-based adjustment shall be used in calculation of any retirement allowance to which an Employee becomes entitled while the adjustment is in effect.
- 10) For Casual Employees the market-based adjustment will be calculated as a minimum payable on the basis of two (2) shifts per week (40%) and subsequently paid as a supplement to the daily rate applicable to the classification of the Casual Employee. A quarterly review of time actually worked (excluding overtime) will be undertaken and any shifts worked beyond two (2) shifts per week (40 %) would have a retroactive adjustment applied on a shift worked basis.
- 11) For Part-Time Employees, the market-based adjustment will be paid based on his/her designation and his/her regularly scheduled shifts. Any extra shifts beyond the Part-Time FTE designation, excluding overtime hours, will be reviewed quarterly and paid on the same basis as the Casual worker.
- 12) The 11% in lieu of benefits that is paid to Casuals shall be calculated on the base pay plus market-based adjustment.
- 13) The existence of the market-based adjustment does not prevent the Union from negotiating increases in compensation and benefits in accordance with the Collective Agreement. Nor does the existence of the market-based adjustment prevent the Union from pursuing classification issues during the life of the market-based adjustment.

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

SIGNED ON BEHALF OF:

**Guysborough Antigonish Strait
Health Authority:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada),
Local 4603:**

APPENDIX “J”

MEMORANDUM OF AGREEMENT

PROVINCIAL GROUP BENEFITS COMMITTEE

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

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

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

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

The purpose of the committee is to provide a forum for constructive engagement amongst representatives of plan participants, employers and the plan sponsor on issues of importance to the group benefits plan, including plan design, administration, and communication.

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

Where, in any given fiscal year, the plan administrator determines that an ongoing surplus has arisen in the plan which is of sufficient magnitude to allow an adjustment to benefits, the matter will be referred to the Provincial Group Benefits Committee for determination. The Provincial Group Benefits Committee shall not be authorized to make any adjustment to benefits that would have the effect of increasing the overall ongoing cost of the plan to employers and employees.

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

SIGNED ON BEHALF OF:

**Guysborough Antigonish Strait
Health Authority:**

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada),
Local 4603:**

APPENDIX "K"

MEMORANDUM OF AGREEMENT

BETWEEN:

Guysborough Antigonish Strait Health Authority (DHA 7)

AND

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

RE: Letters of Appointment

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

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

SIGNED ON BEHALF OF:

Guysborough Antigonish Strait Health Authority:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada), Local 4603:

» APPENDIX "L"

LETTER OF UNDERSTANDING

BETWEEN:

Guysborough Antigonish Strait Health Authority (DHA 7)

AND

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

RE: Gerry Parker

The following issue will be dealt with using a reclassification process:

Gerry Parker (Maintenance 3A)

IN WITNESS WHEREOF, the Parties hereto have executed this Letter of Understanding by hand of their duly authorized officers, this _____ day of _____, 2012.

SIGNED ON BEHALF OF:

Guysborough Antigonish Strait Health Authority:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada), Local 4603:



SOLIDARITY FOREVER

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

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

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

CHORUS:

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

CHORUS:

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

CHORUS:

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