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EFF.	86	04	01
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No. OF EMPLOYEES	102		
NUMERE D'EMPLOYÉS	EB		

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COLLECTIVE AGREEMENT

BETWEEN

THE ABERDEEN HOSPITAL COMMISSION

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1646

(Effective April 1, 1986, until March 31, 1989)

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Preamble	1
2	Definitions	1
3	Recognition	2
4	Discrimination	3
5	Union Security	3
6	Correspondence & Labour-Management Committee	4
7	Grievance Procedure	4
8	Arbitration	6
9	Seniority	6
10	Job Posting	8
11	Hours of Work	8
12	Overtime	9
13	Holidays	10
14	Vacations	11
15	Sick Leave	13
16	Leave of Absence	14
17	Compassionate Leave	15
18	Maternity Leave	16
19	Adoption Leave	16
20	Jury Duty - Witness Duty	17
21	Temporary and Permanent Assignments	17
22	Promotions & Seniority Outside Bargaining Unit	17
23	Promotions Requiring Higher Qualifications	18
24	Wages - Pay Day & Increments	18
25	Retirement Pay	19
26	Training Programs	19
27	Recognition - Past Experience	19
28	Pension Plan - Insurance	19
29	Miscellaneous	19
30	Shift Premiums	21
31	Medical Insurance	21
32	Portability of Benefits	21
33	Duration of Agreement	21
	Retroactivity	22
34	Technological Change	22
	Appendix "A"	23
	Appendix "B"	24

THIS COLLECTIVE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ A.D., 1988.

BETWEEN: THE ABERDEEN HOSPITAL COMMISSION  
hereafter referred to as  
"THE EMPLOYER"

PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1646  
hereafter referred to as  
"THE UNION";

PARTY OF THE SECOND PART

#### ARTICLE 1 - PREAMBLE

The declared purpose of both parties to this Agreement is 'for the purpose of:

Maintaining and improving good relations and settled conditions of employment between the Employer and the members of the Union.

To recognize the mutual value of joint discussions and negotiations and all matters pertaining to working conditions, hours of work and scale of wages and things related thereto;

To promote the morale, security and well-being of all employees;

To promote and encourage the efficiency of the hospital operation, and the well being of its patients,

#### ARTICLE 2 - DEFINITIONS

- 2.01 The Union recognizes and agrees that it is the exclusive function of the Employer to manage its operation and direct its work force, in all phases, except for such functions as are specifically restricted by the provisions of this Agreement.
- 2.02 The Employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its activities in accordance with this Collective Agreement.
- 2.03 Permanent Full-Time Employees means an employee who having completed the probationary period normally works on a full scheduled basis.

- 2.04 Permanent Part-Time Employees means an employee who has completed the probationary period and who is regularly scheduled to work but on a basis less than the normal work week of the permanent full time employee. Permanent part time employees shall be entitled to the benefits of this Agreement on a pro rated basis except in the case of the Group Life and Pension Plans in which case the terms and conditions of those plans shall apply.
- 2.05 Temporary Employee is an employee hired for a designated period in excess of ten (10) consecutive working days. Temporary employees shall not accumulate seniority but will qualify for all the other benefits of the Agreement on a pro rata basis. The Hospital will make every effort to have one (1) individual to fill these interim periods. A temporary employee who becomes a full-time employee without a break in service will count seniority from the date of her latest temporary appointment.
- 2.06 Casual Employees means an employee who is engaged on a day to day basis or for a temporary interim period and who normally works less than eighty (80) normal working days within one (1) continuous term of employment in a calendar year. An employee as hereinafter referred to does not include a casual employee unless specified.
- 2.07 Probationary Employees - employees will be considered as probationary for a period of three (3) consecutive months after commencement of their employment. After three (3) months employment an employee's seniority shall be dated from the commencement of his employment. During his probationary period, a probationary employee may be terminated at the sole discretion of the Hospital. The probationary period may be extended by mutual agreement between the Employer and the Union.
- 2.08 Service shall mean regular hours paid. A complete year of service shall require ~~1958~~ regular hours paid.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1646 as the sole and exclusive collective bargaining agent for all its employees employed as **technologists, technicians,** dietitians, pharmacy clerks, medical record staff and therapists, excluding certified nursing assistants, and those employees defined in the bargaining unit contained in LRB No. 1569 dated June 24, 1970, and employees covered by a collective

agreement between the Canadian Union of Public Employees, Local 741, and the Aberdeen Hospital Commission. Also excluded are those persons defined by Paragraphs (a) and (b) of Sub-Section (2) of Section (1) of the Trade Union Act, subject however to the exclusion from the foregoing any individual or group of employees who may be excluded by any Order issued by the Labour Relations Board of the Province of Nova Scotia.

- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflict with the terms of this Collective Agreement.
- 3.03 Non-members of the bargaining unit will not perform bargaining unit work to the extent that it will result in a layoff of any member of the bargaining unit.

#### ARTICLE 4 - DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination against any employee because of race, colour, creed or because of the enforcement of the provisions of this Agreement or because of union activity.

#### ARTICLE 5 - UNION SECURITY

- 5.01<sup>4</sup> It is agreed that as a condition of employment all employees in the bargaining unit shall pay union dues upon commencement of employment in accordance with the Union's Constitution or By-Laws, by the said dues being paid by the Employer deducting the amount of the said dues monthly from the employees' wages.
- 5.02 Deductions shall be made from the first payroll of each month and not later than the twentieth (20th) day of such month, and shall be sent to the Secretary-Treasurer of Local 1646, accompanied by a list of names, classification and addresses of employees from whose wages deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of Canadian Union of Public Employees.

ARTICLE 6 - CORRESPONDENCE AND LABOUR-MANAGEMENT COMMITTEE

- 6.01 All correspondence between the parties arising out of this agreement or relating thereto, shall pass to and from the Chief Administrative Officer of the employer and the secretary of the union.
- 6.02 A Labour Management Committee shall be established consisting of not less than two (2) nor more than four (4), representatives of the employer and four (4) members of the union. The Committee shall meet once per month, providing notice is given by one of the parties, requesting such meeting and setting out in an agenda the matter to be considered at the meeting. Such notice to be given one (1) week prior to the date on which such meeting is to be held. The Committee may discuss all questions involving working conditions and improved service to the public, but such meetings will not be subject to discussion of matter properly falling under the Grievance Procedure.
- 6.03 Wages and classifications of all employees covered by this collective agreement, will be as set forth in Appendix "A" and "B", attached hereto and forming a part of this collective agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The Union will appoint and the Employer will recognize a committee of Shop Stewards, not more than one (1) from each department, all regular employees of the Employer which shall be known as the Grievance Committee, to deal with complaints and grievances. Members of this Committee with any changes therein shall be made known to the Employer, and the Employer will notify the Union of the names of the department heads responsible for handling complaints and grievances.
- 7.02 Alleged complaints or grievances shall be dealt with in the following manner :

Step 1

The grievor, accompanied if he so desires by a member of the Grievance Committee, shall take the matter up with the Department Head within seven (7) days after the incident giving rise to the grievance. The Department Head will reply to the grievor and the

member of the Grievance Committee within forty-eight (48) hours after the grievance **has been heard by** him.

Step 2

If the matter is not settled satisfactorily under Step 1, the grievor accompanied **by** the Grievance Committee **and** a union representative, **if** the Union **so** desires, shall within five (5) days after reply from the Department Head, bring the matter up with the Chief Administrative Officer of the Hospital or his representative. The grievance at this **stage** shall be in writing and shall state the article or articles allegedly violated, and the redress or correction sought **by** the grievor. Within five (5) days after the hearing of the matter at Step 2, the Employer **will** give its reply in writing,

7.03 Employer or a policy grievance shall take place at Step 2, between the Union and the Chief Administrator of the Hospital, **and** the grievance **shall be** in writing alleging the article or articles allegedly violated, and the redress or correction sought under Grievance **Procedure**.

7.04 In the event of discharge **cases**, or suspensions, the grievance shall be lodged in Step 2 providing that such grievance is made not later than **seven (7) days** after *the* discharge or suspension has been imposed.

7.05 **Employees disciplined by the Employer shall have the option at the time of the disciplinary action to have their notice of the discipline forwarded to the Union,**

*The disciplinary record of an employee shall not be used in any action by the Employer for incidents occurring more than eighteen (18) months prior to the date of the review of the file except where incidents are of the same or similar nature as that for which previous discipline occurred.*

7.06 **Occupational Health and Safety - An employee, or group of employees, who allege they are required to work under unsafe or unhealthy working conditions shall refer to the Occupational Health and Safety Act as to the procedure to follow.**

- 7.07 For the purpose of this article days **shall** be Monday to Friday, excluding statutory holidays.

#### ARTICLE 8 - ARBITRATION

- 8.01 If the matter grieved is not settled to the satisfaction of the Union or the Employer in Step 2 of the Grievance Procedure, either party may request that the matter be resolved by an Arbitration Board, the request to be made in writing to the proper party under Article 6 (Correspondence). Such requests **shall** be made within ten (10) days after the reply is given out of Step 2. Within **five** (5) days after receiving the said request the other party' **shall** name its appointee to the Arbitration Board.
- 8.02 If either party receiving the **said** notice fails to appoint its Arbitrator, or if the two (2) appointees cannot agree upon a Chairman within seven (7) **days** after the last appointment, the appointment shall be made by the Minister of **Labour** upon request of either party.
- 8.03 In determining any grievance arising out of discharge or other discipline, the Board of Arbitration may dispose of **the claim** by affirming the Employer's action and dismissing the grievance or the setting aside the disciplinary action involved **and** restoring the grievor to his **former** position with or without compensation or in such other manner as **may** in the opinion of the Board of Arbitration be equitable.
- 8.04 The Employer and the Union agree to pay an equal share of any expense incurred on account of the Chairman appointed **by** this article.
- 8.05 A single arbitrator may be **used** if mutually agreed.
- 8.06 It is agreed that there shall be **no** slow down, curtailment of work, strike or lockout during the term of this Agreement.

#### ARTICLE 9 - SENIORITY

- 9.01 (a) **Seniority is defined as a statement of the total service with the Employer and shall commence accrual on the most recent date of employment.**



Seniority shall accrue on the basis of length of service with no interruption for leaves of absence without pay for the employment prior to December 31, 1985. Service after January 1, 1986 shall be based on regular hours paid (excluding overtime).

Seniority shall be applied on a bargaining unit wide basis,

- (b) Employees shall be laid off in the reverse order of their seniority. Seniority may be by-passed for an employee where the employee does not have the required qualifications or ability to perform the available work,
- (c) Employees on lay-off shall be recalled in the order of their seniority. Seniority may be by-passed for an employee where the employee does not have the required qualifications or ability to perform the available work,
- (d) Seniority shall be a factor in employee requests for transfer, Transfer is defined as a permanent move from one department to another within the bargaining unit resulting in no change of classification or annual salary for the employee,

9.02 A seniority statement for the bargaining unit shall be posted on the Union bulletin board each year in February showing the total seniority accrued and the date of employment for each member.

Any question as to accuracy of this statement must be raised within thirty (30) calendar days of the posting. Failure to question by a member will be a statement as to the accuracy of the total seniority as posted,

The seniority list developed for service up to January 1, 1986 shall be deemed accurate for calculations of seniority from that date onward.

9.03 An employee shall not lose seniority rights except for the following causes:

1. He is discharged for cause and not reinstated,

2. He resigns in writing, or advises his immediate supervisor that he is quitting, and does not report back to work within two (2) working days.
3. He is absent<sup>i</sup> from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless he can prove such notice ~~was~~ not reasonably possible.
4. He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, It is the responsibility of the employee to keep the Employer informed of his current **address**.
5. An employee fails to return to work within **six (6)** months after the last payment by the Employer of sick leave under the terms of this contract, and the employee cannot **show** that he was unable to work during the six (6) month period, because of illness,
6. An employee is laid **off** for a period of longer than *one* (1) year.

9.04 No new employees shall be hired until those laid off have been given an opportunity of recall **subject to** the employees' qualifications and ability to do **the job**.

#### ARTICLE 10 - JOB POSTING

10.01 When a vacancy of **a regular position** occurs or a new position is created within the bargaining unit the Employer shall **post** a notice in all bulletin boards for a **period** of one (1) week, with a **short** description of the **job** as is open and the level of wages expected to be paid, Preference will be given to senior employees, providing the Employer determines that they have **the** necessary qualifications **and their** ability is equal or better than other applicants. The secretary of the Union will **be** advised as to the name of the successful applicant.

#### ARTICLE 11 - HOURS OF WORK

11.01 The hours of work for full-time **employees** shall average **seventy-five (75)** hours in each **two (2)** week **period** comprised of **ten (10)** shifts each of **seven and one-half (7.5)** hours excluding a **thirty (30)** minute **unpaid meal period**. Each **regular** shift shall be inclusive of two (2) work breaks of **fifteen (15)** minutes each, **Employees employed in classifications listed in Appendix "A" (page 1) shall be permitted a thirty (30) minute paid break to be used in conjunction with the thirty (30) minute unpaid meal period.**

- 11.02 Employees shall be regularly scheduled for an average of four (4) days off in each two (2) week period. Days off shall normally be scheduled as four (4) consecutive days or as two (2) consecutive days on two (2) occasions; however, an employee may mutually agree otherwise. The Employer shall keep weekend work to a minimum, subject only to the requirements of the Hospital, when weekend work is required the Employer will attempt to distribute such work equally among the employees qualified for such work.
- 11.03 There shall be no split shifts.
- 11.04 Normal schedules of work shall be posted twenty-eight (28) days in advance. In the event that changes of schedules are required, employees concerned will be notified at the earliest opportunity.

#### ARTICLE 12 - OVERTIME

- 12.01 Overtime shall be time worked in excess of the regular shift (7.5 hours) or in excess of the bi-weekly hours (75 hours).
- Compensation for overtime shall be at the rate of time and one-half (1.5 x) the employee's regular hourly rate when taken as pay or where mutually agreed as one and one-half (1.5) hours off for each hour of overtime worked.
- 12.02' Call Back - If an employee is called in to work outside his scheduled working hours he is to be paid for a minimum of four (4) hours at his regular rate, or time and one-half, whichever is greater. This will apply to the first call out within an eight (8) hour period, and subsequent callouts during the same eight (8) hour period will be paid at time and one-half for each hour worked. Any subsequent callouts shall be considered as not less than a one (1) hour period.
- Compensation for callback shall be as pay or if mutually agreed, as time off. Time off shall be scheduled for a mutually agreed time.

- 12.03 Stand By - Employees on call duty shall be paid **Eight Dollars (\$8.00)** for each **stand by** period of **eight (8)** hours or less. All stand by must be authorized by the Employer or representative of the Employer.
- 12.04 A **Five Dollar (\$5.00)** travel allowance shall be paid for each call out (return trip).

**ARTICLE 13 - HOLIDAYS**

- 13.01 The following are recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	Christmas Day
	First Monday of August or Festival of the Tartans if proclaimed)

and any other day proclaimed as a holiday by the Federal or Provincial Government,

- 13.02<sup>4</sup>
- (a) Where the normal rotation of an employee would have a *regular scheduled* day off coincide with the calendar date of a holiday, the day off shall be rescheduled.
- (b) Where the calendar date of a holiday would occur on a **Saturday or Sunday**, the Employer shall designate a day adjacent to the Saturday or Sunday as the day off in lieu of the holiday. Holiday benefits shall be paid on the calendar date of the holiday-

- 13.03 **An employee who works a regular shift on the calendar date of a holiday listed in Article 13.01 shall be compensated at the rate of 1.5 times their regular hourly rate for the hours worked plus seven and one-half (7.5) hours holiday pay. Compensation for holidays worked shall, in every case be seven and one-half (7.5) hours regular holiday pay for the shift worked plus eleven and one-quarter (11.25) hours pay unless mutually agreed between the employee and the Employer to schedule time off in lieu of the eleven and one-quarter (11.25) hours (or any part of the 11.25 hour). Where time off is agreed the scheduling of the time shall be for a mutually agreed time.**
- 13.04 To qualify for holiday pay as herein provided, an employee shall be required to have worked his last scheduled working day prior to such holiday and his first scheduled working day after such holiday- An employee absent on a qualifying day, because of a bona fide illness or injury, shall be eligible for holiday benefits provided that the illness or injury is reported to, verified and authorized by the Head of the Department, or his supervisor- This clause shall have no application to employees on extended unpaid leave.
- 13.05 Where the calendar date of a holiday listed in Article 13.01 occurs during a period of regular scheduled vacation, the employee shall receive holiday pay for that day, Vacation credits shall not be reduced for that day.

ARTICLE 14 - VACATIONS

- 14.01 (a) The Employer agrees to grant clerical employees vacation, with pay at their normal rate of pay on the following basis:
- After one (1) years' service - fifteen (15) working days  
After five (5) years' service - three (3) weeks vacation plus one (1) additional day of vacation for each year of service beyond five (5) years, to a maximum vacation entitlement of four (4) weeks  
After eighteen (18) years' service - twenty-five (25) working days

(b) Effective on the date of signing **this** Agreement, the Employer agrees to grant technical employees **listed** in Appendix "B", vacation, with pay, at their normal rate of **pay on** the following basis:

After one (1) years' service - fifteen (15) working **days**  
After **four** (4) years' service - twenty (20) working **days**  
After eighteen (18) years' service - twenty-five (25) working days

14.02 (a) For the purposes of vacation accrual, the vacation year **shall** be April 1st to March 31st each year. Vacation **may** be scheduled **for** any period of time during this vacation year subject to operational requirements.

(b) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees OR vacation leave at any one time subject to the requirements of the Hospital, preference for a period of up to two (2) continuous weeks shall be given to the employees with the greatest seniority. **Employees may apply their seniority once in each vacation year, where this application of seniority has not occurred by April 15th the employee shall be deemed to have waived this right,**

14.03 Employees will be responsible **for** indicating their preference for vacation not later than April 15th in each year. Vacation schedules will be approved in accordance with **operational requirements, seniority and the employee preferences not later than April 30th of each year. After a vacation schedule is posted it shall only be changed in the event of emergencies and operational requirements. Employees may request a change in the vacation schedule,**

**Where the Employer changes approved vacation schedules, employees affected shall notify the Employer of any adverse monetary implications of the change and shall make efforts to minimize the effect. The Employer shall reimburse the employee for their losses,**

14.04 To **qualify** for vacation credits as above, employees must work not less than ninety percent (90%) of paid work days during **the** qualifying year. For the purpose of the foregoing, paid days off **shall** qualify **for** days worked. **If** an employee works less than ninety percent (90%) of such working days, he **shall** receive the foregoing vacation credit **on** a pro rata basis,

- 14.05 Where an **employee becomes** seriously ill and requires hospitalization and **such period of** hospitalization continues into a **period scheduled as** vacation, the **days of** vacation lost due to hospitalization shall **be replaced** with sick leave.
- 14.06 Every effort will be made to grant employees the weekend off immediately preceding and following their vacation **period**.

**ARTICLE 15 - SICK LEAVE**

- 15.01 (a) Paid **sick** leave credits shall accrue, at the rate of **two** and one-half (2.5) days for every twenty-two (22) days worked of continuous service, provided that **no** sick leave is claimed during the first three (3) months of employment. After three (3) months service an accumulation of seven and one-half (7.5) days sick leave will be credited to each employee.
- (b) Sick leave shall **be** cumulative to a maximum of one hundred fifty (150) days.
- 15.02 An employee, subject to his established sick credits, shall receive his normal income for all days lost due to **bona fide** illness.
- 15.03 For **paid** sick leave the Hospital shall have **the** right to require proof of illness and the right to require the employee to produce a medical certificate signed by a licensed **medical** practitioner-
- 15.04 For the purpose of ascertaining the number of sick leave days **with** pay an employee is entitled to, vacation days with pay, holidays with **pay** or days in lieu with **pay**, compassionate leave days with **pay**, employees on Workers' Compensation, up to a maximum of twenty-six (26) working days, shall be considered as **days** of work.
- 15.05 The Employer shall provide an employee with a statement of his sick leave credits **on** request.
- 15.06 Absence for sickness or accident in **respect** of which an employee received compensation from the Workers' Compensation Board, will not be charged against full sick leave credits, but during the **period** the employee is on compensated pay, the Employer will

deduct one-quarter (1/4) of the employee's sick leave credits and will pay the employee an amount equal to the difference between compensation pay and the employee's regular wages. This will only apply to an employee who has accumulated sick leave credits. When the sick leave credits expire then the employee will only be paid compensation pay and in no event will the payment by the Employer exceed the accumulated sick leave credits.

15.07 Permanent full-time employees required to attend medical or dental appointments outside Pictou County shall be permitted leave of absence with pay up to a maximum of fifteen (15) hours per calendar year to attend such appointments,

Time absent with pay shall be deducted from paid sick leave credits.

Employees shall provide to their supervisor as much advance notice of the need to be absent as is possible.

#### ARTICLE 16 - LEAVE OF ABSENCE

16.01 Members of the Union, while serving on Aberdeen Hospital Grievance or Negotiating Committees, may temporarily leave their employment without loss of pay.

16.02 Upon the request of the Executive Committee and subject to proper notice being given, members of the Union shall be granted leave of absence without pay to attend to legitimate local union business, subject however, to the requirements of the Hospital.

16.03 An employee may receive leave of absence with pay, and without loss of seniority and benefits, for educational purposes, to upgrade his employment qualifications, providing he reaches the concurrence of the Employer.

16.04 Employees who become registered under any course approved by the Employer, will be paid the higher classification for which he qualifies as of the date of the writing of the last examination leading to such registration,

16.05 Employees may be entitled to a leave of absence without pay, and without loss of seniority, when he satisfies the Employer that he



has good and sufficient cause for such leave of absence and providing he returns from such leave of absence immediately on its termination.

**ARTICLE 17 - COMPASSIONATE LEAVE**

- 17.01 (a) If a death occurs in the immediate family of an employee, the employee shall be granted up to five (5) consecutive days leave of absence, effective midnight following the death, and shall be paid such days for which the employee has been scheduled during the five (5) days' leave. For the purpose of ascertaining compassionate leave with pay the members of an employees' immediate family shall include: parents, (guardian), sister, brother, spouse (common-law relationship will be recognized if the Hospital has prior knowledge of such relationship), son, daughter, father-in-law, and mother-in-law. It is the intent of the parties hereto that compassionate leave days with pay as defined in this Article, shall be granted solely for the purpose of attending the funeral of the deceased relative and to other related matters.
- (b) One (1) day leave of absence shall be granted on the day of the funeral of the employee's deceased grandparent, grandchild, brother-in-law or sister-in-law.
- (c) Where additional time absent for compassionate leave is required, such leave without pay may be granted if satisfactory arrangements can be made and operational requirements met,

**ARTICLE 18 - MATERNITY LEAVE**

- 18.01 Maternity leave without pay shall be granted after one (1) year service from the date of employment. Upon the employee producing a medical certificate stating the expected date of birth the employee may request leave starting at the beginning of her sixth (6th) month. An employee shall report her pregnancy to the Employer not later than the fourth (4th) month of such pregnancy.

The Employer retains the right to require the employee to stop work if her condition is incompatible with the requirements of her work. The employee shall return to work within four (4) months following the delivery. Should she not return following any authorized period of absence her employment may be terminated.

18.02 Upon return from maternity leave the employee shall be placed in her former or equivalent classification.

18.03 Procedure Upon Return from Maternity Leave - When an employee returns to work after maternity leave she shall provide the Employer with at least two (2) weeks notice. On return from maternity leave the employee shall be placed in her former or equivalent classification.

18.04 An employee who is pregnant and who has not commenced maternity leave shall be entitled to sick leave with pay when absent from work due to bona fide illness or injury, however, nothing herein shall prevent the Employer from requiring an employee to commence a maternity leave without pay when her work performance or her attendance is incompatible with the requirements of her job.

#### ARTICLE 19 - ADOPTION LEAVE

19.01 Adoption Leave - Upon request, the Employer shall grant an employee with a minimum of one (1) year's service a leave of absence to adopt a child. The length of the leave shall be the greater of the minimum time required by the adoption agency, the Labour Standards Code or the existing Collective Agreement,

#### ARTICLE 20 - JURY DUTY - WITNESS JURY

20.01 Leave of absence with pay shall be given to every employee who is required to serve on a jury or under subpoena by the Employer or the Union as a result of employment related matters to serve as a witness, and shall have deducted from his salary an amount equal to the amount that the employee receives for such duty. Such employee will be expected at all times to keep the Employer advised as to the dates and times that he is required to serve as either juror or witness.

ARTICLE 21 - TEMPORARY AND PERMANENT ASSIGNMENT

- 21.01 Where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his own classification rate. If an employee is assigned to perform in the classification within the bargaining unit paying a higher rate he shall receive the rate that goes with that classification beginning on the first working day.
- 21.02 When an employee within the bargaining unit is designated by the Employer to fill in for a supervisor outside the bargaining unit, absent because of sick leave, vacation, or authorized leave of absence, the assigned employee shall receive a rate not less than the start rate of the supervisory position, and such assignment must cause an increase in their income of not less than Twenty-Five Dollars (\$25.00) per month. Overtime shall accrue based on the employee's regular hourly rate in their regular position.
- 21.03 When an employee is promoted into a higher paid position, the first month shall be a trial period. If, during the trial period, the employee is deemed unsuitable by the employer or the employee indicates to the employer in writing a request to return to his former position, the employee shall be reinstated to his former position without loss of seniority or benefits,

ARTICLE 22 - PROMOTIONS AND SENIORITY OUTSIDE THE BARGAINING UNIT

- 22.01 An employee who is promoted outside the bargaining unit shall have the right to return to a position within the bargaining unit during the first sixty (60) days of his promotion. If an employee returns to the bargaining unit, he shall be placed in a position consistent with his seniority and qualifications. Such return shall not result in the lay-off or bumping of an employee holding greater seniority and qualifications.

ARTICLE 23 - PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

- 23.01 Consideration for promotion may be given to an applicant who does not possess the required qualifications but who is expected to qualify during the trial period. Such employee will revert to the former position in the event the required qualifications are not achieved during the trial period without loss of benefits or seniority.

**ARTICLE 24 - WAGES**

- 24.01 The Employer agrees to pay and the Union agrees to accept the scales of wages as set out in Appendix "A" and "B" of this Agreement.
- 24.02 For the purpose of paying any increments earned for years of service as set out in Appendix "A" and "B" there shall be two (2) anniversary dates for the establishment of such payments, being January 1st and July 1st in each year. January 1st will be the anniversary date for the employees who commenced work between October 1st and March 31st. July 1st will be the anniversary date for the employees who commenced work between April 1st and September 30th.
- 24.03 The rate of compensation for an employee upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class whichever is greater than that received by the employee before the promotion.
- 24.04 Where an employee receives a reclassification or a salary adjustment which coincides with an increment in his present pay range, the employee's salary shall be adjusted first by the annual increment, and with the provision of Article 24.03.

**ARTICLE 25 - RETIREMENT PAY**

- 25.01 An employee who is retired because of age, or mental or physical incapacity, or under the provisions of the pension plans, shall be granted a Retirement Allowance as follows:
- a) one-half (.5) month's pay, if he has been employed for three (3) years but less than ten (10) years:
  - b) one (1) month's pay, if he has been employed for ten (10) years but less than fifteen (15) years:
  - c) two (2) months' pay, if he has been employed for fifteen (15) years but less than twenty (20) years:
  - d) three (3) months' pay, if he has been employed for twenty (20) years but less than twenty-five (25) years;

- e) four (4) months' pay, if he has been employed for twenty-five (25) years or more.

**ARTICLE 26 - TRAINING PROGRAMS**

- 26.01 Information regarding all relevant training programs which arrives at the hospital shall be posted immediately upon receipt of same.

**ARTICLE 27 - RECOGNITION PAST EXPERIENCE**

- 27.01 When a new employee has produced proof or evidence of his related previous experience, his salary shall be determined by applying the following rules governing the recognition of previous experience, provided that not more than three (3) years, have elapsed since such experience was obtained:

- (a) The salary of an individual with a minimum of two (2) years directly related experience will be advanced one (1) increment on the salary scale.
- (b) The salary of an individual with a minimum of three (3) years directly related experience will be advanced two (2) increments on the salary scale.

**ARTICLE 28 - PENSION PLAN- INSURANCE**

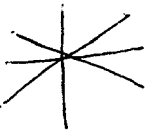
- 28.01 All employees completing two (2) years service for the Employer must as a condition of employment join the Hospital Employee Pension Plan. All employees completing three (3) months employment must, as a condition of employment, join the group life insurance plan. Contributions towards these plans between the hospital and the employee will be the same as in effect at the signing of this Agreement.

**ARTICLE 29 - MISCELLANEOUS**

- 29.01 Masculine shall read for feminine, or vice versa, and singular for plural, or vice versa, as the context herein so requires.
- 29.02 Bulletin boards shall be provided, upon which the union shall have the right to post notices of meetings and such other notices, not

contrary to the **terms of** this Agreement, as **my** be of interest to the employees.

- 29.03 Uniforms, when required by the **Employer**, shall be supplied and laundered **by** the Employer.
- 29.04 **An** employee **shall be** governed by **Hospital** rules and regulations except where such rules and regulations conflict with the provisions of this Agreement in which case the provisions of this Agreement **shall** apply.
- 29.05 Without detracting from the existing rights and obligations of the parties, recognized in other provisions of this Agreement, the Hospital and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of "their rehabilitation.
- 29.06 Without detracting from the employees' rights granted in other provisions of this Agreement or under the Trade Union Act, but recognizing the hospital obligations to patients in its area of responsibility, the Union **agrees**, during any strike, that a sufficient number of employee's from the bargaining unit will be provided so that **such** strike action does not delay the admission, or prevent the treatment of any patient from the Hospital's area of responsibility where such delay could in the opinion of a Medical Evaluation Committee, put the patient in a life-threatening situation. The Medical Evaluation Committee shall consist of the President of the Medical Staff, Chief of Staff, Medical Department Heads, the President, Vice President and Secretary of Local 1646, and the Administrator, Director of Nursing, and one (1) other member of Hospital Management.
- The Hospital agrees, during any strike by employees in the bargaining unit to limit admissions of new patients to those that cannot be deferred in the **same** sense as those referred to in **the** foregoing sentences: that are in a life-threatening situation.
- 29.07 **The** Employer will not introduce as evidence in any proceeding involving an employee, any documents from the file of the employee **the** contents of which the employee was not aware at the time of filing.



**ARTICLE 30 - SHIFT PREMIUMS**

30.01 Employees who work their regularly scheduled shifts, the majority of hours of which fall between 1800 hours and 0600 hours shall be paid two dollars and **fifty-five cents (\$2.55)** additional **for** the shift.

Shift differentials will not be included for the purpose of calculating overtime.

**ARTICLE 31 - MEDICAL INSURANCE**

31.01 The Employer shall **pay** fifty percent (50%) of the cost of premiums of the Nova Scotia Association of Health Organizations Blue Cross Plan or its equivalent. This provision shall apply to employees who agree to **pay** the other fifty percent (50%) of the premiums.

**ARTICLE 32 - PORTABILITY OF BENEFITS**

32.01 In the case that active treatment hospitals are **phased** out, or changed to health facilities other than active treatment and where hospitals amalgamate service with a consequent displacement of employees of the bargaining unit, **such** employees who transfer without a break in service from one hospital to another with the approval of both hospitals concerned **shall:**

- a) have sick leave credits accumulated in the first hospital recognized in the second hospital;
- b) have years of service for vacation **entitlement** earned in the first hospital recognized in the **second** hospital;
- c) have salary increment step attained in the first hospital portable to the second hospital.

**ARTICLE 33 - DURATION OF AGREEMENT**

33.01 This Agreement shall **come** into effect on April 1, 1986, and **shall remain in effect until the 31st day of March, 1989, and shall continue in effect from year to year **thereafter unless one of the****

parties hereto notifies the other in writing in the period of no less than sixty (60) days prior to the 31st day of March, 1989, of its intention to revise or amend this Agreement or conclude a new collective agreement except Article 29.06, which shall remain in full force and effect until a new agreement is signed.

RETROACTIVITY: Wages and overtime will be retroactive to April 1, 1986. All other items will be effective from the date of signing or as indicated.

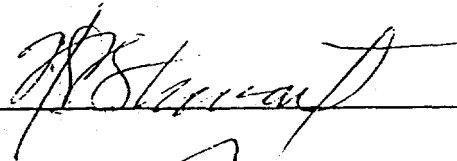
ARTICLE 34 - TECHNOLOGICAL CHANGE

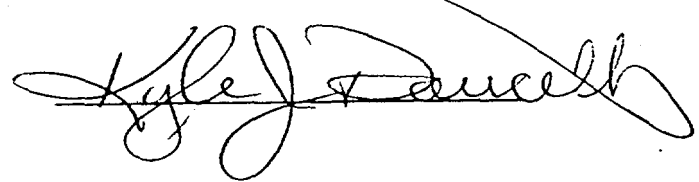
34.01 Where technological change is to occur, the employer shall endeavour to minimize adverse effects on employees.

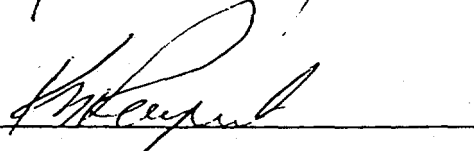
IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on 7th day of April A.D., 1988.

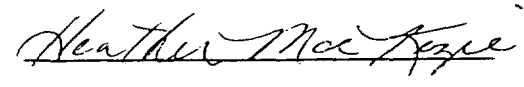
ABERDEEN HOSPITAL COMMISSION

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1646

  
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Witness



ABERDEEN HOSPITAL.....APPENDIX A

3:02/C/T...Page 1 of 4

Local 1646  
1986/87/88

	EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
CLERK TYPIST I See Note 1	Apr 1/06	14,666	15,290	15,720	16,163	
	Apr 1/07	15,106	15,749	16,192	16,648	
	Apr 1/88	15,740	16,411	16,872	17,348	
CLERK TYPIST II See Note 1	Apr 1/06	16,591	16,904	17,331	17,760	18,194
	Apr 1/87	17,089	17,411	17,851	18,293	18,740
	Apr 1/88	17,806	18,142	18,601	19,061	19,527
MEDICAL DICTA TYPIST	Apr 1/86	17,595	18,023	18,449	18,878	19,307
	Apr 1/07	18,123	18,564	19,003	19,444	19,886
	Apr 1/88	18,885	19,343	19,801	20,261	20,721

NOTE...Progression from LEVEL I to LEVEL II for CLERK TYPISTS will be on the basis of two (2) years service in Level I and on recommendation of the supervisor.

ABERDEEN HOSPITAL, ... , APPENDIX B

3:02/C/T....Page 3 of 4

Local 1646

1986/87/88

	EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 6 YEARS
HEALTH RECORDS ADMINISTRATOR	Apr 1/86	21,780	22,278	22,758	23,256	23,922		
	Apr 1/87	22,434	22,946	23,441	23,954	24,640		
	July 5/87	24,068	24,618	25,149	25,699	26,435		
	Apr 1/88	25,079	25,652	26,205	26,778	27,545		
PHARMACY ASSISTANT	Apr 1/86	16,708	17,019	17,331	17,666	17,976		
	Apr 1/87	17,209	17,530	17,851	18,195	18,516		
	Jul 5/87	18,470	18,815	19,160	19,529	19,873		
	Apr 1/88	19,246	19,605	19,965	20,349	20,707		
TECHNOLOGIST I lab, X-Ray, Respiratory, Nuclear Medicine Orad; Not registered	Apr 1/86	21,759	22,507	23,256	24,005			
	Apr 1/87	22,412	23,182	23,954	24,725			
	July 5/87	24,055	24,881	25,709	26,537			
	Apr 1/88	25,065	25,926	26,789	27,652			
TECHNOLOGIST II Lab, X-Ray, Respiratory, Nuclear Medicine Current Registration	Apr 1/86	22,278	23,027	23,775	24,525	25,293	26,216	27,038
	Apr 1/87	22,946	23,718	24,488	25,260	26,051	27,002	27,849
	July 5/87	24,628	25,456	26,283	27,112	27,961	28,981	29,890
	Apr 1/88	25,663	26,525	27,387	28,251	29,135	30,198	31,146
SENIOR TECHNOLOGIST I Lab, X-Ray	Apr 1/86	27,019	28,059	28,683	29,676			
	Apr 1/87	27,829	28,901	29,543	30,566			
	July 5/87	30,168	31,330	32,026	33,135			
	Apr 1/88	31,435	32,646	33,371	34,527			
SENIOR TECHNOLOGIST II Lab	Apr 1/86	28,683	29,676	30,433	31,729			
	Apr 1/87	29,543	30,566	31,346	32,680			
	July 5/87	32,136	33,248	34,097	35,548			
	Apr 1/88	33,486	34,645	35,529	37,041			
PHYSIOTHERAPY AIDE	Apr 1/86	17,331	17,666	17,998	18,331			
	Apr 1/87	17,851	18,195	18,537	18,881			
	July 5/87	19,160	19,529	19,896	20,264			
	Apr 1/88	19,965	20,349	20,732	21,116			

ABERDEEN HOSPITAL . . . . APPENDIX B

3:02/C/T . . . . Page 2 of 4

Local 1646  
1986/87/88

	EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 6 YEARS
LAB ASSISTANT I See Note 1	Apr 1/86	16,669	17,014	17,340	17,669	17,999		
	Apr 1/87	17,169	17,525	17,860	18,199	18,539		
	July 5/87	18,086	18,460	18,814	19,171	19,529		
	Apr 1/88	18,846	19,236	19,604	19,976	20,349		
LAB ASSISTANT II	Apr 1/86	18,325	18,820	19,313	19,803	20,298		
	Apr 1/87	18,875	19,384	19,892	20,397	20,907		
	July 5/87	19,768	20,301	20,833	21,362	21,896		
	Apr 1/08	20,598	21,154	21,708	22,259	22,816		
DARK ROOM TECHNICIAN	Apr 1/86	16,708	17,019	17,331	17,666	17,976		
	Apr 1/87	17,209	17,530	17,851	18,195	18,516		
	July 5/87	18,470	18,815	19,160	19,529	19,873		
	Apr 1/88	19,246	19,605	19,965	20,349	20,707		
EKG TECH I See Note 2	Apr 1/86	17,019	17,331	17,666	17,998			
	Apr 1/87	17,530	17,851	18,195	18,537			
	July 5/87	18,815	19,160	19,529	19,896			
	Apr 1/88	19,605	19,965	20,349	20,732			
EKG TECH II	Apr 1/86	17,666	17,998	18,335	18,808	19,328		
	Apr 1/87	18,195	18,537	18,885	19,372	19,908		
	July 5/87	19,529	19,896	20,269	20,792	21,367		
	Apr 1/08	20,349	20,732	21,120	21,665	22,264		
EKG TECH III In charge	Apr 1/86	18,808	19,328	19,806	20,285	20,802		
	Apr 1/87	19,372	19,908	20,400	20,893	21,426		
	July 5/87	20,792	21,367	21,896	22,425	22,997		
	Apr 1/88	21,665	22,264	22,815	23,366	23,963		
HEALTH RECORDS TECH	Apr 1/86	19,588	20,089	20,593	21,097	21,598		
	Apr 1/87	20,175	20,692	21,211	21,730	22,246		
	July 5/87	21,342	21,889	22,438	22,987	23,532		
	Apr 1/88	22,238	22,808	23,380	23,952	24,520		

ABERDEEN HOSPITAL... .APPENDIX B

3:02/C/T.....Page 4 of 4

Local 1646  
1986/87/88

	EFFECTIVE.	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 6 YEARS
PHYSIOTHERAPIST I Grad; Hot Registered	Apr 1/86	24,887	25,717	26,528	27,380			
	Apr 1/87	25,634	26,488	27,324	28,202			
	July 5/87	27,513	28,430	29,327	30,269			
	Apr 1/88	28,669	29,624	30,559	31,540			
PHYSIOTHERAPIST II Registered	Apr 1/86	25,378	26,207	27,019	27,873	28,683		
	Apr 1/87	26,139	26,993	27,829	28,709	29,543		
	July 5/87	28,055	28,972	29,869	30,813	31,709		
	Apr 1/88	29,233	30,189	31,124	32,107	33,041		

TECHNOLOGIST III	Date of	29,135	30,198	31,146	32,106
Lab, X-Ray, Respiratory;	Signing				
R.T. + 5 yrs + A.R.T.,					
A.R.R.T. OR A.C. Certifications					

NOTE 1.....Progression from Level I to Level II for Lab Assistants will be on the basis of two (2) yrs service in Level I and on recommendation of the supervisor.

NOTE 2.....Reclassification to EKG Tech II requires one (1) yr of service as EKG Tech I plus a certificate of competency and training as issued by the Canadian Society of Cardiology Technologists.