



SOURCE	HOSP.
EFF.	86 04 01
TERM.	89 03 31
No. OF EMPLOYEES	98
NOMBRE D'EMPLOYÉS	98

SEP 29 1987  
NATIONAL OFFICE  
C.B.R.T. & G.W.

CNA & TECHNICAL

98

AGREEMENT

April 1, 1986 - March 31, 1989

BETWEEN

GLACE BAY COMMUNITY HOSPITAL

GLACE BAY, NS

(Hereinafter referred to as the "Management")  
and being the party of the **first** part;

AND

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS UNION

Representing certain employees of the  
Employer, through its Local 607

(hereinafter referred to as the "Union")  
and **being** the party of **the** second part.

SEP 29 1987

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## ARTICLE I PREAMBLE

- 1.01 Recognizing the common dependence of the Employer and its employees upon the welfare of the Hospital 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 II PURPOSE

- 2.01 The purpose of this Agreement is to promote and maintain the harmonious relations between the Employer and its employees; to define more clearly wages and conditions of employment; to provide an amicable method of settling grievances or differences which may arise from time to time; to promote the mutual interest of Employer and employees; to provide for the carrying on of the operation of the Hospital under methods which will further the safety and welfare of the employees together with efficiency and economy of operation and the welfare of patients.

## ARTICLE III RECOGNITION

- 3.01 The Hospital recognizes the Union as the sole bargaining agent for all regular full-time, regular part-time and temporary employees whose classification appears in Appendix "A" of this Agreement, or as may be amended by the parties or the Labour Relations Board.
- 3.02 No employee shall be asked or permitted to make any verbal or written agreement which may be contrary to the terms of this Agreement. This will not prevent a temporary arrangement which will not affect others in the bargaining unit.
- 3.03 The Union shall be permitted to post notices of meetings and other matters of interest to the membership with the prior consent of the Administrator on a bulletin board provided by the Employer, designated for that purpose.
- 3.04 A Union representative will be permitted to visit to discuss problems with a member of the Grievance Committee during working hours providing such visits are approved by the Executive Director/ Administrator or his delegate.

## ARTICLE IV DEFINI

- 4.01 The term employee as used in this Agreement shall include all regular full-time, regular part-time and temporary employees in the bargaining unit.

- 4.02 A regular full-time employee is one who is regularly scheduled to work in a regular position and who normally works the hours of work prescribed in Article 9.01.
- 4.03 A regular part-time employee is one who occupies, on an ongoing basis, a regular position and who, on an ongoing basis, is normally scheduled to work less than 100% but more than 40% of the hours of work prescribed in Article 9.01. The benefits of this Agreement shall apply to regular part-time employees on a pro-rata basis.
- 4.04 A casual means a person who is engaged on a day-to-day basis as required, or who is engaged for any terms other than those stipulated in Articles 4.02, 4.03 and 4.06. The provisions of this Agreement do not apply to casuals.
- 4.05 The first sixty-six (66) days of work following the employment date shall be considered the probationary period and shall apply to all members of the bargaining unit. **The probationary period may be extended by mutual agreement between the Employer and the Union.**
- 4.06 A temporary employee is one who is hired for a term period in excess of ten (10) consecutive days, without the intention of becoming a regular full-time or regular part-time employee. Such employees shall not be entitled to accumulate seniority but will qualify for all other benefits of the Agreement on a pro rata basis.
- 4.07 Leave of Absence means absence with the prior authorization of the Employer.
- 4.08 Throughout this Agreement the masculine includes the feminine and the plural includes the singular and vice versa as the context requires.
- 4.09 The employment date is the employee's most recent date of hire and shall not change.

**ARTICLE V MANAGEMENT**

5.01 The management of the Employer's business and the employment, direction, and supervision of employees, including transfer, promotions, demotions, lay-offs, supervision and discipline (including discharge) for proper cause is vested in the management, provided the foregoing shall not be exercised by the Employer in a discriminatory manner or manner contrary to the terms of this Agreement. The Union shall have the right to appeal through the grievance procedure.

**ARTICLE: VI UNION SECURITY**

6.01 After thirty (30) days of continuous employment all employees covered by Appendix "A" shall become and remain members of the Union. This shall in no way nullify the intent and purpose of Article IV, Sections 4.02, 4.03, and 4.05.

6.02 The Employer shall deduct once a month from the wages of all employees in the bargaining unit all Union dues, fees and assessments as directed by the Union. Said deductions shall be transmitted to the national Secretary-Treasurer of the Canadian Brotherhood of Railway, Transport and General Workers, not later than the fifteenth (15th) day of the month following deductions, with a statement showing name, date and amount deducted.

The Employer will provide the local Union office, by the fifteenth (15th) of the following month, with a list of all new employees who are covered by the bargaining unit and all such employees who were included on the previous month and have since (1) left the employment of the Employer; (2) been promoted to a non-bargaining unit position; (3) changed surname; (4) on leave of absence.

**ARTICLE VII GRIEVANCE PROCEDURE**

7.01 The Union shall appoint and the Employer shall recognize a committee of shop stewards, one 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 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 Hospital will notify the Union of

the names of all department heads and supervisors and any changes in these names.

7.02 Alleged complaints and grievances shall be dealt with in the following manner:

- (a) The aggrieved employee shall first discuss the complaint with the Department Head within five (5) working days of the incident giving rise to the grievance. If the employee wishes, he may be accompanied by a representative of the Grievance Committee. The Department Head shall have five (5) working days to respond to the complaint.
- (b) If the Department Head's response is not satisfactory, the complainant (or the Union, if a general grievance) shall, within five (5) working days of receipt of the Department Head's response, refer the grievance in writing stipulating the Article(s) allegedly violated to the Hospital Administrator or his representative. The Administrator shall then give his decision in writing to the Committee, not later than five (5) working days following the presentation to him of the written grievance.
- (c) It is agreed that the Union Representative or his deputy may act as a member of the Committee at the request of either party.
- (d) If a settlement is not reached in the steps above it may then be referred to a sole Arbitrator by the parties. Should the parties fail to agree on the selection of a sole Arbitrator, he shall be appointed by the Minister of Labour of the Province of Nova Scotia. The decision of the Arbitrator shall be binding upon both parties.
- (e) In determining any grievance arising out of discharge or other discipline, the Arbitrator may dispose of the claim by affirming the Hospital's action and dismissing the grievance, or by 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 Arbitrator be equitable but the decision shall not alter nor modify **any** terms or provisions of this Agreement.

- 7.03 The Employer and the Union agree to bear equal share of any expenses incurred by the Arbitrator.
- 7.04 Union and employee grievances must be taken up within five **(5)** working days after the incident giving rise to the grievance. The written notice of the grievance shall state the grounds of objection. Employer grievances may be initiated at any step in the grievance procedure, provided the step at which the grievance is to be taken up is stipulated.
- 7.05 The Arbitrator shall render his decision no later than thirty (30) days following the hearing.
- 7.06 For the purposes of this Article, working days shall be Monday to Friday excluding statutory holidays.

#### **ARTICLE VIII WAGES AND PREMIUMS**

- 8.01 The Employer agrees to pay and the Union agrees to accept the scale of wages as indicated in Appendix "A" to this Agreement.
- 8.02 (a) Temporary Assignment - 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 work in a 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.
- (b) When an employee within the bargaining unit is designated to fill in for a supervisory employee absent because of sick leave, vacation, or authorized leave of absence, the temporarily assigned employee shall receive twenty-five percent (25%) of his own classification rate in addition to his classification rate commencing on the first working day, provided that this upgraded salary does not exceed the salary of the supervisor being replaced. In such instances the supervisory salary will be paid. For any overtime hours worked, the twenty-five percent **(25%)** addition to classification rate shall not be included and the employee shall receive overtime based on his original classification rate only.

- 8.03 Where an employee is promoted permanently into a higher paid position within the bargaining unit, the first month will be designated as a trial period. If, during the first month after being permanently promoted the employee is found unsuitable for the new position, he shall be reinstated in the old position. If the employee of **his** own accord wishes to return to his former position, he may do **so** without loss of seniority provided he does **so** within the trial period noted herein.
- 8.04 Pay day shall be **bi-weekly**, with the Employer supplying an adequate statement of all amounts and deductions.
- Employees working the back shift will have the opportunity to receive their pay in the morning before they leave the Hospital.
- 8.05 Employees on stand-by shall be paid Seven Dollars (\$7.00) for each stand-by period of eight (8) hours. All stand-by must be authorized by the Employer or representative of the Employer.
- 8.06 For the first call employees called out shall receive a minimum of four (4) hours pay at their regular rate or be paid time and one-half for time worked each eight (8) hour period, whichever is greater. The minimum guarantee of four (4) hours pay at the rate shall apply only once during each eight (8) consecutive hours on stand-by. Subsequent calls during the eight (8) hour period will be paid at time and one-half for one (1) hour or time and one-half for actual time worked, whichever is greater.
- 8.07 Part-time employees shall be guaranteed two (2) hours work when posted or called in for duty outside of regular schedules.
- 8.08 An employee hired between the first and the fifteenth inclusive of a month shall have her anniversary date of employment back-dated to the first of that month. An employee hired between the sixteenth and the end of the month shall have her anniversary date of employment moved to the first of the succeeding month. Each anniversary date, once established, shall not be changed during a continuous period of employment except by deducting time not worked due to authorized and/or unauthorized leave of absence without pay.



- 2.09 The Employer shall notify the Union of any new classification created within the bargaining unit and the Employer and the Union shall decide on the wages and working conditions relating to the new classification.
- 8.10 **An** employee who is required to work more than eleven (11) continuous hours will be compensated with a meal allowance of **Three Dollars (\$3.00)**.
- 8.11 Employees who work their regularly scheduled shift, half or more 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 are not included for the purposes of calculation of overtime.
- 8.12 For employees called back to work, a taxi allowance of Four Dollars (\$4.00) per call shall be granted.

**ARTICLE IX HOURS OF WORK AND OVERTIME**

- 9.01 The regular hours of work normally shall consist of ten (10) seven and one-half ( $7\frac{1}{2}$ ) hour shifts bi-weekly excluding all meal periods. Employees may be required to take their meal periods at their work station and such requirement shall not constitute overtime. Shift arrangements at variance to the foregoing may be mutually agreed upon. The Employer agrees to each employee being granted at least one (1) weekend in every four (**4**).
- 9.02 The Employer agrees that two (**2**) fifteen (15) minute rest periods be given to employees during the shift unless mutually agreed to otherwise.
- 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 as defined in **9.02** shall be deducted.
- 9.04 Time worked in excess of seven and one-half ( $7\frac{1}{2}$ ) hours per day or seventy-five (**75**) hours in two (**2**) weeks, shall be compensated for by the Employer granting to the employee pay at the rate of time

and one-half for overtime worked. An employee shall be paid at the rate of two (2) times the straight time worked for all hours worked in excess of eleven and one-half (11½) continuous hours in any day.

- 9.05 All overtime must be authorized or requested by the Employer or the representative of the Employer.
- 9.06 Rotation of shifts shall be divided as equally as possible.
- 9.07 Work schedules after being posted for at least a two (2) week period cannot be changed unless mutually agreed by Employer and employee. However, in the event of scheduling becoming required to be changed as a result of sickness or emergency, employees will be expected to accept such change, unless they can justify refusal. The Employer will be expected to notify the affected employee of such changes at the earliest possible time.
- 9.08 Overtime shall be shared as equally as possible.
- 9.09 An employee may take time off in lieu of overtime worked, by mutual agreement, on the basis of an hour and one-half off for each hour worked at the rate of time and one-half and two hours off for each hour worked if the overtime was earned at double time.
- 9.10 The Employer agrees not to assign an employee to a split shift unless mutually agreed between the Employer and the employee.

**ARTICLE X STATUTORY HOLIDAYS**

- 10.01 Employees who qualify in accordance with Section 10.02 hereof shall receive pay at the pro rata hourly rates for the number of hours specified in this Agreement as constituting a day's work for each of the statutory holidays specified below:

New Year's Day	Dominion Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June or	Christmas Day
Miners' Memorial Day	Boxing Day

In addition to the above, employees shall be granted any holiday officially proclaimed by the Federal, Provincial, or Municipal governments.

- 10.02 Employees on leave of absence without pay shall not be entitled to pay for any statutory holiday falling within their period of leave.
- 10.03 Compensation for statutory holidays will be based on the rate of pay received for tour of duty on last day worked immediately preceding the holiday.
- 10.04 Employees who do not qualify for holiday pay and who are required to work any of the holidays specified herein shall be paid for time worked at pro rata rates in accordance with the provisions of this Agreement.
- 10.05 For employees required to work a **shift** on the foregoing recognized holidays, the Employer shall:
- (a) **pay** the employee at the rate of **1.5** times the employee's regular hourly rate for the shift and schedule a day off with pay at a mutually agreed time; or
  - (b) by mutual agreement pay the employee at the rate of **1.5** times the employee's regular hourly rate **for** the shift and pay the employee **7.5** hours pay in lieu of a day **off** with pay; or
  - (c) by mutual **agreement**, schedule, for a mutually agreed time, the **employee** for time off with pay equal to **1.5** hour8 off for each hour worked **on** the shift **of** the holiday, plus the employee shall receive pay **for** 7.5 hours worked **on** the holiday.
- 10.06 If an employee is not scheduled to work a holiday and is called in without seventy-two (72) hours notice, he will be paid two (2) times straight time rates for that day. In addition, he shall be paid his normal salary or be given equivalent time off.

**ARTICLE XI SICK LEAVE**

- 11.01 Employees shall be entitled to sick leave at the rate of two and one-half (23) days per calendar month of continuous service. There shall be no entitlement for paid sick leave for the first three (3) months of employment. After three (3) months service, an accumulation of seven and one-half (7½) days sick time will be credited to each employee.
- 11.02 Sick leave shall accumulate to a maximum of one hundred and fifty (150) days.
- 11.03 Management reserves the right to demand proof of illness whether compensable or not by a medical certificate from the employee's family physician. Such medical certificate shall describe the nature of the illness. Abuse of sick leave shall be subject to disciplinary action.
- 11.04 For the purpose of ascertaining the number of sick leave days with pay to which an employee is entitled; vacation days with pay, statutory holidays, or days in lieu of with pay, compassionate leave days with pay and Leave of Absence provided under Article 13.09 (b) shall be considered as days of work.
- 11.05 An employee who reports for work at the beginning of his tour of duty and is permitted to leave work due to illness shall be paid for the actual time worked. Where an employee is entitled to sick time benefits, he shall be compensated for the remainder of that shift by using sick time pro rata to hours off duty.
- 11.06 Regular employees shall be permitted leave of absence with pay for up to 22.5 hours per calendar year to attend to personal preventive medical or dental appointments. Time absent shall be deducted from accumulated sick leave credits.

Employees shall endeavour to arrange appointments for off duty hours. When required to be off duty, employees shall provide their supervisor with as much advance notice as is possible.

Regular part-time employees shall be entitled to this benefit on a pro rata basis.

ARTICLE XII VACATIONS

- 12.01 The Employer agrees to grant regular full-time employees vacation with pay on the following basis:
- After one (1) year of service - fifteen (15) working days
- After five (5) years' service - twenty (20) working days
- After eighteen (18) years' service - twenty-five (25) working days
- 12.02 For employees with less than one (1) year continuous service prior to May 1, vacation will be credited on a pro rata basis for each completed month of service.
- 12.03 For the purpose of calculating vacation the period to May 1 of each year will be used.
- 12.04 For the purpose of calculating the number of days vacation with pay to which an employee is entitled, vacation days with pay, sick leave days with pay, statutory holidays with pay, compassionate leave days with pay, Leave provided under Article 13.09 (b) and Worker's Compensation [to a maximum of **forty (40) working** days] shall be considered days of work.
- 12.05 Vacation shall be scheduled between January 1st and December 31st of each year, and if possible, Management will take into consideration the wishes of the employees as to their vacation periods in accordance with each and every employee's seniority in the department in which the employees are employed.
- 12.06 Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred prior to vacation. Vacation which is consequently rescheduled shall be assigned by the Hospital without consideration of seniority.

ARTICLE XIII SENIORITY

- 13.01 Where ability, skill, and merit are equal **for the available position**, lay-off, recall or promotion to a higher position within the bargaining unit shall be determined on the basis of seniority of employees concerned.

- 13.02** Seniority is calculated as the number of hours paid to an employee exclusive of overtime since the most recent date of hire and shall operate on a bargaining unit wide basis, unless otherwise specified.
- 13.03** An employee, during his probationary period, shall not be entitled to claim seniority privileges. Upon successful completion of his probationary period, such employee shall be credited with seniority retroactive to his most recent date of hire.
- 13.04** An employee shall forfeit his seniority and his employment will be terminated if:
- (a) the employee is discharged for any cause;
  - (b) the employee resigns, retires or is retired by the Hospital;
  - (c) the employee fails to return to work after a leave of absence;
  - (d) the employee fails to return to work within one (1) week following recall;
  - (e) the employee is laid off for twelve (12) months.
- 13.05** The Employer agrees to post a seniority list prior to February 28th in each year. The seniority list will show the employment date for each employee together with the amount of seniority the employee has accumulated. Where the amount of seniority is expressed in years, one year will be equal to 1958 hours of seniority.
- 13.06** Any alleged errors in the seniority list must be directed to the Employer's attention in writing within thirty (30) days of the date the list was posted. After such thirty (30) day period, the seniority list will be deemed to be correct and accurate in all respects, and the Employer's reliance on the seniority list shall not result in a grievance.
- 13.07** A temporary employee who becomes a regular full-time or regular part-time employee without a break in service will, upon completion of the probationary period, be entitled to seniority retroactive to their most recent date of hiring.

- 13.08 An employee who transfers into the Bargaining Unit from another position within the Hospital without a break in their employment, will retain their seniority.
- 13.09 (a) Where a Leave of Absence without pay is approved by the Employer ~~for~~ Union business, such hours will be credited to the seniority of that employee provided the Union notifies the Employer in writing, prior to January 31 of each year, of the total hours to be credited to that employee. The seniority which will be credited under this Article will not exceed the hours the employee would have been paid if the Leave of Absence had not been granted.
- (b) An employee who is granted a Leave of Absence without pay for Union business of thirty (30) consecutive days or less shall continue to accumulate sick leave credits and vacation credits for the duration of the leave. Should ~~the~~ leave of absence exceed thirty (30) consecutive days, vacation and sick leave credits shall not accrue for any portion of the leave.

**ARTICLE XIV COMPASSIONATE LEAVE**

- 14.01 If a death occurs in the immediate family of an employee when said employee is at work, then said employee shall be granted compassionate leave with pay for the remainder of his tour of duty for that day.
- 14.02 If a death occurs in the immediate family of an employee, said employee shall be granted five (5) days ~~of~~ leave ~~of~~ absence effective midnight following the death and shall be paid for tours of duty the employee would be normally scheduled to work during the five (5) days leave if the death had not occurred.
- 14.03 An employee who would be on leave of absence other than compassionate leave shall not be eligible for compassionate leave with pay.
- 14.04 An employee on sick leave with pay shall not be eligible for compassionate leave with pay.
- 14.05 An employee on vacation with pay shall not be eligible for compassionate leave with pay while on vacation.

- 14.06 An employee when for any reason other than compassionate leave would not be considered to be at work, if a death in the immediate family should occur, shall not be eligible for compassionate leave with pay.
- 14.07 For the purpose of ascertaining compassionate leave **with** pay, **the** members of an employee's immediate family shall include father, mother, sister, brother, husband, wife, ~~common-law~~ **spouse**, son, daughter, mother-in-law, and father-in-law.
- 14.08 One (1) day compassionate leave with pay shall be granted on the day of the funeral of the grandparents, grandchild, brother-in-law or sister-in-law of the employee providing such day is a scheduled work day.
- 14.09 Such leave is granted to the employee for the purpose of attending the funeral and other related matters of the deceased relative.

**ARTICLE XV OTHER LEAVE OF ABSENCE**

- 15.01 Leave of absence may be granted by Hospital Management to a regular full-time or regular part-time employee who has been employed for twelve (12) continuous months and completed his probationary period. Such leave of absence must be approved, authorized and documented by Management in accordance with such terms agreed to between the employee and Management.
- 15.02 Except as provided in Article 13.09, employees who are on leave of absence without pay shall not earn benefits or seniority during the period of their absence. They shall, however, retain that seniority and those benefits accrued to their credit prior to the commencement of their leave.
- 15.03 Maternity Leave
- (a) The Employer shall not terminate the employment of an employee who has been an employee for one (1) year or longer because of her pregnancy but the Employer before or after the commencement of the period referred to in Article 15.03 (b) may require the employee to commence leave of absence without pay at a time when the duties



of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

(b) The Employer shall, upon request **of** the employee and receipt of a certificate by a legally qualified medical practitioner, stating that the employee named there in is pregnant and specifying the date upon which delivery will occur, in his opinion, grant to the employee a leave of absence without pay, at any time during a period of eleven (11) weeks immediately preceding the specified date of delivery;

(i) of seventeen (17) weeks; or

(ii) to a date six (6) weeks after the date of actual delivery; or

(iii) for any shorter period.

at the option of the employee.

(c) An employee shall not work and the Employer shall not cause or permit her to work for at least six (6) weeks after the date of delivery or for a shorter or longer period that, in the opinion of a legally qualified medical practitioner, is sufficient.

(d) For the purpose of Article 15.03 (c) an employee shall produce when **so** requested by the Employer, the certificate referred to in Article 15.03 (b).

(e) An employee on maternity leave of absence shall be required to give two (2) weeks notice of her intention to return to work. Such employee on maternity leave within the time limit under this Article shall resume work in her particular department at her same salary. The clause shall take precedence, for this purpose, over all other seniority provisions of this Agreement.

**15.04** Adoption Leave - Leave of Absence without pay will be granted for the purpose of adopting a child in accordance with the provisions of the Labour Standards Code. The Employer will consider an extension to such leave of absence where requested by the employee.

**15.05** Jury Duty - 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 as a result of an employment related matter to attend as a witness (excluding arbitration hearings) in or under the authority of a court.

Any employee given a leave of absence under this provision shall remit to the Employer, any monies (except expense reimbursement) received for such duty.

#### **ARTICLE XVI VACANCIES AND APPOINTMENTS**

16.01 All regular full-time and regular part-time vacancies within the bargaining unit shall be bulletined for ten (10) calendar days and applications from present employees shall be given preference for the bulletin provision, in accordance with seniority, where ability, skill and merit are equal for the available position. In the posting of new classifications within the bargaining unit, a brief statement of responsibilities will be included. Nothing shall prevent the Employer from temporarily filling the position during the ten (10) calendar day bulletined period. If no satisfactory application is received within ten (10) calendar days, the Employer's decision to fill the position shall not be the subject of a grievance. A copy of the job posting will be given to the Union if requested by the Union.

16.02 Temporary employees who respond to a posted vacancy in the Hospital will be given preference over candidates from outside the Hospital with no employment relationship, providing qualifications and skill are equal. A temporary employee who becomes a regular full-time or regular part-time employee without a break in service will, upon completion of the probationary period, be entitled to seniority retroactive to their most recent date of hiring.

ARTICLE XVII NOTICE OF LAY-OFF

17.01 The Hospital must give fourteen (14) calendar days notice or pay in lieu to a regular full-time or regular part-time employee who is laid off because of a reduction in staff.

ARTICLE XVIII DISCIPLINE AND DISCHARGE

18.01 No entry, of a detrimental nature, which may be used in a subsequent disciplinary action, will be maintained on an employee's file without his prior knowledge.

18.02 Temporary employees shall be subject to termination at the discretion of the Employer.


18.03 An employee may be dismissed at any time during the probationary period if found unsuitable, providing there exists no evidence of discrimination.

ARTICLE XIX RETIREMENT AND RETIREMENT ALLOWANCE

19.01 It is agreed that the Hospital shall implement a retirement allowance as follows to be effective ~~January 1, 1974:~~

An employee who is retired or who is about to be retired because of age, or mental or physical incapacity, as determined by the Hospitals of Nova Scotia Pension Plan, or who dies, shall be granted a Retirement Allowance, the equivalent of:

- a) one-half ( $\frac{1}{2}$ ) month's pay if she has been employed for three (3) years but less than ten (10) years;
- b) one (1) month's pay if she has been employed for ten (10) years but less than fifteen (15) years;
- c) two (2) months' pay if she has been employed for fifteen (15) years but less than twenty (20) years;
- d) three (3) months' pay if she has been employed for twenty (20) years but less than twenty-five (25) years;
- e) four (4) months' pay if she has been employed for twenty-five years but less than thirty (30) years;
- f) five (5) months' pay if she has been employed for thirty (30) or more years.

TB  
NSAHO Pension or  
C.P.P. 

The salary which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of his employment.

- 19.02 Employees will be granted the opportunity to seek retirement in accordance with government policy in the Hospitals of Nova Scotia Pension Plan.

**ARTICLE XX NO STRIKE OR LOCK OUT**

20.01 The Union agrees it will not authorize any strike, slowdown, cessation of work, etc., contrary to the Trade Union Act of Nova Scotia or designed to imply or impose a condition upon the Employer during the term of this Agreement.

20.02 The Employer agrees that there will be no lock out or suspension of duties or work during the term of this Agreement which is designed to imply or impose a condition upon the employees, or which is contrary to the Trade Union Act of Nova Scotia.

**ARTICLE XXI NO DISCRIMINATION**

21.01 The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, or because of the enforcement of the provisions of this Agreement, or because of legitimate Union activities.

**ARTICLE XXII SAFETY CLOTHES**

22.01 Safety work clothes, where required, such as hard hats, gloves, shoes, glasses, etc., are to be provided by the Employer with no cost attached to the employees for same.

**ARTICLE XXIII BARGAINING UNIT WORK**

23.01 It is not intended that persons outside the bargaining unit who might be required to perform duties normally done by members of the bargaining unit to do so in such a manner as to cause the lay off of a member of said bargaining unit.

**ARTICLE XXIV LABOUR-MANAGEMENT COMMITTEE**

24.01 It is agreed by both parties to this Agreement that a Management-Labour Relations Committee shall be established. The Committee shall be composed of three (3) members of the bargaining unit, and three (3) members to be appointed by the Employer. Employees shall not suffer any loss of pay for time spent with this Committee. This Committee shall meet not less than three (3) times a year, although more frequent meetings may be held by mutual agreement. Matters relating to the Collective Agreement between the parties, or issues which are properly subject to the Collective Bargaining process, shall not be subject to discussion at these Committee meetings.

**ARTICLE XXV ALCOHOLISM AND DRUG DEPENDENCY**

25.01 Without detracting from the existing rights and obligations of the parties recognized in this Agreement, the Hospital and Union agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation.

**ARTICLE XXVI PORTABILITY OF BENEFITS FROM HOSPITAL TO HOSPITAL**

26.01 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:

1. have sick leave credits accumulated in the first hospital recognized in the second hospital;
2. have years of service for vacation entitlement earned in the first hospital recognized in the second hospital;
3. The salary increment step attained in the first hospital will be portable to the second hospital.



4. Seniority attained in the first Hospital will be recognized in the second Hospital.

**ARTICLE XXVII EXTENDED HEALTH BENEFITS**

- 27.01 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 XXVIII RETROACTIVITY**

- 28.01 Wages and overtime are retroactive to **April 1, 1986**; all other items are effective date of signing. Employees who have left the employ of the hospital between **April 1, 1986**, and the date of signing shall have thirty (30) days to apply for retroactivity on wages.

**ARTICLE XXIX DURATION OF AGREEMENT**

- 29.01 This Agreement shall remain in full force and effect until and including March 31, 1989, and shall be renewed automatically from year to year thereafter unless one of the parties gives to the other party, at least one hundred and twenty (120) days before expiration date of the Agreement, notice of its intention to terminate or seek amendments to this Agreement.

SIGNED IN Sydney, N. S., THIS 26 day of August, 1987.

Shirley Inalousee  
Witness

FOR THE UNION

L. A. Barron  
[Signature]  
\_\_\_\_\_

\_\_\_\_\_  
Witness

FOR THE HOSPITAL

[Signature]  
[Signature]  
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[Signature]  
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		EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 6 YEARS
PHYSIOTHERAPIST I	Annual Rate	Apr 1/86	24,857	25,688	26,500	27,352			
	Hourly Rate		12.6953	13.1193	13.5340	13.9695			
	Annual Rate	Apr 1/87	25,603	26,458	27,295	28,173			
	Hourly Rate		13.0762	13.5129	13.9400	14.3886			
	Annual Rate	Apr 1/88	*						
	Hourly Rate								
PHYSIOTHERAPIST II	Annual Rate	Apr 1/86	25,378	26,209	27,019	27,870	28,683		
	Hourly Rate		12.9610	13.3855	13.7992	14.2342	14.6493		
	Annual Rate	Apr 1/87	26,139	26,995	27,829	28,707	29,544		
	Hourly Rate		13.3498	13.7871	14.2131	14.6612	15.0888		
	Annual Rate	Apr 1/88	*						
	Hourly Rate								
PULMONARY FUNCTION TECH Successful completion of Cape Breton Pulmonary Unit orientation program - Ref #6	Annual Rate	Apr 1/86	23,825	24,996	25,391	26,214	27,039		
	Hourly Rate		12.1681	12.7661	12.9678	13.3882	13.8096		
	Annual Rate	Apr 1/87	24,540	25,746	26,153	27,000	27,850		
	Hourly Rate		12.5332	13.1491	13.3568	13.7898	14.2239		
	Annual Rate	Apr 1/88	*						
	Hourly Rate								

\*APRIL 1, 1988.....

FORMULA ADJUSTMENT whereby the hourly and yearly rates of pay will be adjusted by the same percentage as the change in the cost of living for the twelve (12) month period ending December 31, 1987. The Cost of Living will be measured by the C.P.I. Index for Canada (all items) as published by Statistics Canada. This shall not apply to any premiums.

NOTE 1.....Progression to Lab Assistant II will be on the following basis.....Minimum of two (2) years experience in Lab Assistant I category and then promoted on the basis of merit.

NOTE 2.....Progression to Orderly II will be on the following basis....Minimum of two (2) years experience in Orderly I category and then promoted on the basis of merit.

NOTE 3.....Progression to EKG II will be on the following basis....Minimum of two (2) years experience plus certification.

NOTE 4.....A Registered Lab Technologist with a B.Sc. (major in Chemistry or Bacteriology) will be paid at a rate of \$660 per annum over and above the rate established for a Registered Technologist.

NOTE 5.....Progression to Pharmacy Asst II will be on the following basis....Minimum of two (2) years experience in Pharmacy Asst I category and then promoted on the basis of merit.

NOTE 6.....Add to the annual salary of the Pulmonary Function Technician \$300.00 per year (while employed in the Cape Breton Pulmonary unit) if the employee has successfully completed the registration program of The Canadian Society of Pulmonary and Cardiovascular Technologists.

**MEMORANDUM OF AGREEMENT**

Between : **GLACE BAY COMMUNITY HOSPITAL**

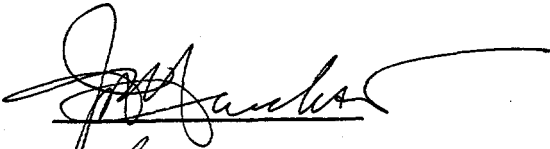
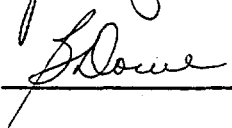
and

**CBRT & GW, LOCAL 607**

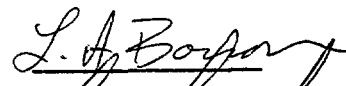

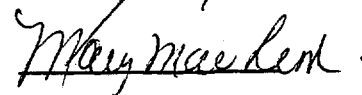
The Hospital agrees to notify the Union if the present practice of reporting deductions for Union dues on employee's T-4 slips is discontinued.

Dated at Sydney this 26 day of April, 1987.

**FOR THE HOSPITAL**

  
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**FOR THE UNION**

  
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CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS  
FRATERNITÉ CANADIENNE DES CHEMINOTS, EMPLOYÉS DES TRANSPORTS ET AUTRES OUVRIERS

September 24th, 1987

TO : Mr. Jack Brownrigg  
Collective Agreements  
Labour Canada  
Ottawa, Ontario  
K1A 0J2

FROM : C.B.R.T. & G.W.

Enclosed are copies of recently signed Agreements  
and/or Memoranda of Agreements and/or Addenda to  
Agreements and/or Letters of Understanding, covering  
the following:

Glance Bay Community Hospital (CNA/Technical) ✓

Glance Bay General Hospital (CNA/Technical) ✓

Goodyear **Canada** Inc.

Inverness Consolidated Memorial Hospital (Gen. Workers)

Inverness Consolidated Memorial Hospital (Clerical)

Les Agences Kyoto Ltee

Laidlaw Waste Systems Ltd. (Hamilton Division)

Mont Bruno Ford Inc.

New Waterford Consolidated Hospital (CNA & Technical)

Northside Harbor View Hospital Corporation (Clerical)

St. Rita Hospital (CNA/Technical)

Victoria County Memorial Hospital (CNA/Technical)

R. A. Gingerich,  
National Secretary-Treasurer.

/ca

Encls.

SEP 29 1987

BUREAU NATIONAL OFFICE: 2300 AVENUE CARLING AVENUE, OTTAWA, CANADA K2B 7G1

