

SOURCE	HOSPITAL		
EFF.	86	04	01
TERM.	89	03	31
No. OF EMPLOYEES	225		
NOM-RE D'EMPLOYÉS	R6.		

This agreement made this 6th day of April, 1987.

BETWEEN: THE YARMOUTH REGIONAL HOSPITAL
hereinafter called the "Employer",

Party of the First Part

— and —

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 835
hereinafter called the "Union".

Party of the Second Part

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Article 1 - Preamble

1.01 Purpose

It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Agreement

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

Article 2 - Management Rights

2.01 Acknowledgement

The union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, discharge for cause, classify, direct, transfer, lay off, recall, promote, demote, suspend, or otherwise discipline employees.
- (c) Make, alter and amend rules and regulations to be observed by employees.
- (d) The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.
- (e) The Employer shall not exercise its rights to direct the working forces in a discriminatory manner.

Article 3 - Recognition and Negotiation

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 835 as the sole and exclusive collective bargaining agent for Nursing Aides, C.S.R. Aides, Personal Care Aides, Housemothers and all employees of the hospital engaged in the Dietary Department, Laundry Department, Linen Department, House-keeping Department, Plant Department, except those equivalent to the rank of foreman and above, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons outside the bargaining unit, who might be required to perform duties normally done by members of the bargaining unit, shall do so in such a manner as to avoid undue or unnecessary hardship to any member of said bargaining unit. Casual employees shall not be used routinely to fill a permanent full-time or part-time position within the bargaining unit.

3.03 Applicable Employees

(a) This collective agreement is fully applicable to all permanent full-time and part-time employees, and all temporary full-time employees and part-time employees but does not apply to casual employees.

(b) (i) A permanent employee is a full-time or part-time employee who has successfully completed a probationary period of forty (40) working days. On completion of his probationary period, an employee will be designated a permanent employee by the Employer.

(ii) A temporary employee is a full-time or part-time employee who has been hired for a specified period. When

the circumstances for the temporary appointment no longer exists, the temporary employee's appointment will cease.

(iii) A probationary employee is one who has not completed forty (40) working days and who has not been designated a permanent employee by the Employer. Sections 11, 12, 13 shall not apply to a probationary employee in cases of discharge.

(iv) A full-time employee is one who on a continuing basis is regularly scheduled to work seven and one-half (7 1/2) hours per day, seventy-five (75) hours per scheduled fourteen (14) day period.

(v) A part-time employee is one who is employed on a regular scheduled basis but who works less than the schedule for a full-time employee, and he shall be entitled to all benefits on a pro-rata basis.

(vi) A casual employee is one who is called in on a day to day basis.

3.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which is in violation of this collective agreement.

Article 4 - Discrimination

4.01 No Discrimination

The Employer, its servants, and agents, agree that there shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee, in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, politics, religious affiliation, sex, marital status, or by reason of his membership in this labour union.

Article 5 - Union Membership

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5.01 Payment of Dues

All full-time employees, after the completion of forty (40) working days (or three hundred (300) hours of work) and all part-time employees after completion of forty (40) working days (or three hundred (300) hours of work), unless interrupted by a period of three (3) months or more in which no work was performed, shall pay to the Union and contribute to the Union the periodic dues, assessments and initiation fees, all uniformly required to be paid by all members of the Union as a condition of maintaining membership in the Union in accordance with the constitution and bylaws of Local Union of Professional Firefighters. The individual dues of above mentioned employees shall be printed on the employer's T-4 slips each year.

Article 6 - Union Dues

6.01 Check-Off Payments

The Employer shall deduct from every employee in the bargaining unit, an amount equal to the monthly dues, assessments, and initiation fees, all uniformly required to be paid by all members of the Union. Deduction of Union dues will commence from date of employment.

6.02 Deductions

Deductions shall be made from the payroll and shall be forwarded to the Secretary Treasurer of the Union not later than the fifteenth (15th) of each month following, accompanied by a list of all employees who are covered under the bargaining unit and the dues deducted from each, and two (2) lists of all employees included on the previous month's list who have since 1) ceased employment, 2) been promoted outside the bargaining unit, 3) changed surname, 4) been granted leave of absence. Such list shall also

specie whether the employee is full-time or part-time.

Article 7- The Employer and The Union shall Acquaint New Employees

7.01 New Employees

The Employer and the Union agree to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment as set out in Articles 5.01 and 6.01. The Union Steward shall provide each new employee with a copy of the Collective Agreement and with a copy of the Constitution and By-Laws of Local 835, Canadian Union of Public Employees. The Employer will endeavour to introduce a new employee to the appropriate Steward.

Article 8- Correspondence

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, **shall** pass to and from the Chief Executive Officer of the Employer or his designate and the Recording Secretary of the Union, except as laid down in the Grievance Procedure.

Article 9 - Management-Labour Committee

9.01 Management-Labour Committee

- a) It is agreed by both parties to this Agreement that a Management-Labour Committee shall be maintained.
- b) The Committee shall be comprised of four **(4)** members elected or selected **from** the bargaining unit and four **(4)** memers to be appointed by the Employer. Employees shall not suffer any loss of pay for the time spent with the Committee.

c) The Committee may deal with all matters of concern to people in the bargaining unit, but shall not deal with matters subject to a grievance or negotiations.

d) Committee meetings shall ordinarily take place during normal working hours.

9.02 Meetings

Meetings shall be called not less than three (3) times a year or any other time as may be required by reasonable notice given by either party. A notice of meeting and an agenda shall be circulated to the members of the Committee at least ten (10) work days before the meeting. Minutes will be recorded and distributed.

Article 10 - Labour Management Bargaining Relations

10.01 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union nominees to the Committee from the bargaining unit. Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.02 Representative of Canadian Union

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives may request access to the Employer's premises in order to investigate and assist in the settlement of a grievance, such permission will not be unreasonably withheld.

10.03 Time Off for Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, may

with permission, attend bargaining meetings, if during working hours, without loss of remuneration.

10.04 Technical Information

The Employer may make available to the union, on request, information required by the union for collective bargaining purposes.

10.05 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

Article 11 - Grievance Procedure

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he represents and the name of the Chief Steward, before the Employer shall be required to recognize him.

11.03 Grievance Committee

The Stewards selected shall constitute the Union Grievance Committee along with a representative of the Canadian Union of Public Employees.

11.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each steward shall be a permanent employee and that he will not leave his work during

working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.

11.05 Definition of Grievance

A grievance shall be defined as any dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

11.06 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

An employee who feels he has been treated unjustly or considers himself aggrieved shall first discuss the matter with his immediate supervisor not later than seven (7) work days after the date on which he became aware of the action or circumstance or when he could reasonably be expected to have **known** of the action or circumstance. The employee may be accompanied by a Union Steward, Chief Steward or any other member of the Grievance Committee. The immediate supervisor shall provide the employee with an answer within three (3) working days.

step 2

Failing satisfactory settlement in Step 1, the employee shall submit his complaint or grievance to the Chief Steward who, shall within three (3) working days of receipt of the supervisor's response in step 1, seek to settle the dispute with the employee's supervisor. During this step and each subsequent step, the grievor has the right to be present at any discussion between Union and Management concerning his grievance. The immediate supervisor shall provide the Chief Steward with an answer within three (3) working days.

step 3

Failing satisfactory settlement within three (3) working days of receipt of the supervisor's response in Step 2 the Chief Steward will submit to the Department Head a

written statement of the particulars of the grievance and the redress sought. The Department Head shall render his decision within five (5) working days after receipt of such notice.

step 4

Failing a satisfactory settlement, within three (3) working days following receipt of the Department Head's response in Step 3 the Chief Steward will submit to the Executive Director a written statement of the particulars of the grievance and the redress sought. The Executive Director shall render his decision within five (5) working days after receipt of such notice.

step 5

Failing a satisfactory settlement, within fourteen (14) working days of the Executive Director's response in Step 4 the Union or the Employer may refer the dispute to arbitration.

11.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Steps 1 and 2 may be by-passed and the grievance may be submitted under Step 3 within twenty (20) days of discovery or occurrence of the incident giving rise to the grievance.

11.08 Union May Institute Grievances

The Union or the Employer may originate grievances. The Union shall have the right to originate a grievance on behalf of an employee or group of employees and the Employer shall have the right to institute a grievance, if either alleges that the other has violated a provision of this Collective Agreement or has acted unjustly or improperly. Such grievance may commence at Step 3.

11.09 Grievance on Safety

An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

11.10 Replies in Writing

Replies to grievances by either party stating reasons shall be in writing after Step 2.

11.11 Facilitate for Grievances

The Employer may supply the necessary facilities for the grievance meetings.

11.12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11.13 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, the time limits may be extended by consent of the parties.

Article 12 - Arbitration

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) arbitrators shall then meet to select an impartial chairman.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Board Procedure

The Board shall give full **opportunity** to all parties to

present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision as quickly as possible after the time the Chairman is appointed.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, any may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may within five (5) days, apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

12.06 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the nominee it appoints.
- b) one-third ($\frac{1}{3}$) the fees and expenses of the Chairman.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

12.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.09 Provision for Single Arbitration

The Parties hereto in dealing with any particular grievance may mutually agree on submission of a grievance to a Sole Arbitrator rather than to a Board of Arbitration. Should the Parties so agree, then they shall agree on the selection of the Sole Arbitrator within five (5) working days of receipt of the request as per Article 12.01 herein. Other provisions of this Article referring to an Arbitration Board shall apply where appropriate.

Article 13 - Discharge, Suspension and Discipline

13.01 Dismissal

A full-time or part-time employee, who has completed forty (40) working days employment with the Employer, may be dismissed, but only for just cause.

13.02 Time Limitation

The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

This shall not apply in cases of abuse of patients/residents, theft, or physical violence provided the discipline is imposed by the Employer and is not the subject of an arbitration hearing or is the result of an arbitration decision which upholds or modifies the discipline imposed by the Employer (if the discipline is modified by the Employer prior to arbitration hearing, the modified discipline shall remain on the employee's record).

13.03 Reason for Dismissal

A full-time or part-time employee dismissed for just cause shall be advised in writing within two (2) days, the reason for such dismissal.

13.04 Grievance Procedure

An employee who has completed the probationary period

and considered wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 11, Grievance Procedure.

Steps 1, 2 and 3 of the Grievance procedure shall be omitted in such cases.

Evidence

13.05 The Employer agrees not to 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.

13.06 When reasonable notice has been given and during office hours, an employee shall have the right to review his/her personnel file. References or appraisals may not be shown to an Employee. An employee shall have the right to respond in writing to any document contained therein and such reply shall become part of the permanent record.

13.07 Warning

Whenever the Employer or his authorized agent deems it necessary to advise an employee in writing that dismissal or discipline may follow any further infraction including failure to bring his/her work up to a required standard by a given date, the Employer shall within ten (10) days thereafter, provide the Union with a copy.

Article 14 - Seniority

14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as length of service with the Employer in a permanent full-time or part-time position or a temporary full-time or part-time position and is calculated in paid hours excluding overtime. Seniority shall operate on a bargaining unit wide basis.

14.02 Seniority List

The employer shall maintain a seniority list showing the total paid hours of employment with the Employer of each employee in the bargaining unit. An up to date seniority list shall be sent to the Union and posted on the Union

bulletin board in January of each year. The posted seniority list shall become the official seniority list after a thirty (30) day period during which employees may challenge their seniority indicated thereon.

14.03 Probation of Newly Hired Employees

A newly hired employee shall be on a probationary basis for a period of forty (40) working days or three hundred (300) hours of work. After completion of the probationary period, seniority in paid hours of work shall be effective from the date of employment. A probationary employee shall be entitled to all rights and benefits of this Agreement, however, the termination of a probationary employee shall be at the sole discretion of the Employer and the Employer shall not be required to establish just cause.

14.04 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer. An employee shall lose his seniority and his employment shall be deemed to be terminated in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns in writing, or he is advised in writing that his verbal resignation is accepted.
- (c) He is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) He fails to return to **work** within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.
- (e) He is **laid off for period** longer than one (1) year.

(f) He retires.

14.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit for a period of six (6) months, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Article 15 - Promotions and Staff Changes

15.01 Job Postings

When a vacancy of a permanent nature occurs or a new position is created within the bargaining unit, the Employer shall post notice of the position for a minimum of one (1) week. Such notice shall indicate the salary, classification of the position, qualifications required and experience required, and the department where the vacancy exists.

15.02 Vacancies

In filling staff vacancies which give rise to opportunities for promotions or transfers within the bargaining unit and which have been posted, the applicant with the greatest ability and qualifications shall be appointed. If ability and qualifications are relatively equal, seniority shall prevail.

15.03 Management Rights

The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.

15.04 Trial Period

The successful applicant shall be placed on trial for a period of forty (40) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of forty (40) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.05 Promotions Requiring Higher Qualification

Consideration for promotion may be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to his former position, if the required qualifications are not met within such time.

15.06 Notification to Union

The Union shall be advised of all appointments, promotions, transfers, layoffs, recalls and terminations within seven (7) calendar days.

15.07 Orientation

The hospital shall provide orientation to each new employee to include all essential information.

Article 16 - Lay-offs and Recalls

16.01 Role of Seniority in Lay-offs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off or a contraction of the work force resulting in demotions, employees shall be laid off in the reverse order

of their seniority in their classification. Employees shall be recalled in the order of their seniority in their classification.

16.02 No New Employees

No new employees within the bargaining unit shall be hired until those laid off have been given an opportunity of recall.

16.03 Advance Notice of Lay-Off

Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to effective date of lay-offs. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

Article 17 - Hours of Work

17.01 Normal Working Hours

(a) The normal hours of work for all employees shall be seven and one-half (7½) hours per day and shall not be more than seventy-five (75) hours in a scheduled fourteen (14) day period. A lunch period of thirty (30) minutes duration, exclusive from the normal work day shall be granted without pay. Engine operators must attend to their duties during the lunch period and such requirement shall not constitute overtime. Other employees shall not leave the premises during the lunch period without obtaining the supervisor's permission. As far as conveniently possible, shifts shall be of eight (8) hours duration.

(b) During a legal strike and/or stoppage of work, the Union agrees not to withhold and/or withdraw the services of any Engine Operators. During such legal strike and/or stoppage of work, each and every Engine Operator shall render his usual service.

17.02 Working Schedule

(a) Employees shall receive two (2) consecutive days off each week unless otherwise mutually agreed upon by the

Employer and the employee.

(b) Employees who agree to work a split shift shall be paid an additional Two Dollars and Forty-Five cents (**\$2.45**) per shift worked, effective April 1, 1981.

(c) The work schedule for each employee shall be posted in an appropriate place at least two (**2**) weeks in advance.

(d) All full-time employees shall be granted at least one (**1**) weekend off in four (4), and every effort will be made to grant at least one (1) weekend in three (**3**).

17.03 Rest Periods

Two (**2**) rest periods with pay, of fifteen (**15**) minutes each, shall form part of every seven and one-half ($7\frac{1}{2}$) hour ~~shift~~.

17.04 Shift Schedules

Permission may be granted to exchange shifts or otherwise revise shift schedules and such arrangements shall not result in overtime payment. Requests for such arrangements must be submitted in writing to the appropriate supervisor for approval and in cases of exchange of shifts must be co-signed by the other employee.

Article 18 - Overtime

18.01 Overtime Defined

An employee who is required to work in excess of seven and one-half ($7\frac{1}{2}$) hours per day, or seventy-five hours (**75**) per two (**2**) week period, will be compensated for by the Employer granting, to the employee, pay at the rate of time and one-half, for the overtime worked. An employee shall be paid at the rate of two (**2**) times the straight time rate, for all hours worked in excess of eleven and one-half ($11\frac{1}{2}$) continuous hours in any one (1) day, or compensated for by equal time off, at the option of the employee.

18.02 Supply of Meals

An employee who is required to work more than eleven (11) continuous hours will be compensated with a meal voucher redeemable at the Hospital Cafeteria.

18.03 Sharing of Overtime

Overtime and callback shall be divided equally among employees who are qualified to perform the available work.

18.04 Call - Back Pay Guarantee

An employee who is called back to work outside his normal working hours shall be paid for four (4) hours at his regular rate or time and one-half for all overtime worked, whichever is greater. An employee shall receive a minimum of one (1) hour's pay at the applicable overtime rate for second and subsequent calls in an eight (8) hour period.

18.05 Calculation of Overtime

The hourly rate for monthly rated employees shall be computed by dividing the individual's annual salary by 1958 hours for the calculation of overtime pay.

Article 19 - Shift Work

19.01 Shift Premiums

(a) Employees who work their normal work day in which four (4) or more hours are worked between 1800 hours and 0600 hours shall be paid a shift differential of Two Dollars and fifty-five Cents (**\$2.55**) per shift worked.

(b) The shift premium shall not apply when calculating overtime, vacation pay, sick leave, holidays or other fringe benefits nor will it be paid to those employees who work personally preferred shifts.

19.02 Rest Between Shifts

Every attempt will be made to schedule in such a way that there will be sixteen (16) hours rest between shifts.

Article 20 - Holidays

20.01 Holidays Listed

The Employer recognizes the following as Paid Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day

Easter Monday
Queen's Birthday
Dominion Day
Yarmouth Natal Day

Remembrance Day
Christmas Day
Boxing Day

Any other day officially proclaimed as a holiday by the Federal or Provincial government.

20.02 Qualifying Days

a) In order to qualify for any of the holidays specified in Section 20.01, an employee must have worked on his last scheduled work day prior to, and on the first scheduled work day following, the holiday.

b) An employee absent on a holiday 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.

20.03 Holiday During Vacation

If a paid holiday falls during the vacation of an employee, the employee shall receive an additional day off.

20.04 Christmas and New Year's

An employee shall have Christmas or New Year's Day off, provided the qualifying provisions of Article 20.02 have been fulfilled.

20.05 Work on Holiday

If any employee's normal work day is on a holiday, he will be compensated by being paid time and one-half for all hours worked, in addition to his regular day's pay; or another day added to his annual vacation, or at his option, another day off as mutually agreed.

20.06 Called in on Holiday

If an employee is called to work on a holiday which is on his normal day off, he shall be compensated by receiving a day off at a later date, plus two (2) times straight time for all hours worked, provided that if notice has been given seventy-two (72) hours prior to the holiday, he will be paid one and one-half (1^{1/2}) times for all hours worked.

Article 21 - Vacations

21.01 Entitlement

Paid vacation shall accumulate on the following basis:

Less than **9790** paid hours service, excluding overtime - **.05769** times the paid hours per year, excluding overtime.

9790 paid hours or more but less than **11748** paid hours service, excluding overtime - **.06154** times the paid hours per year, excluding overtime.

11748 paid hours or more but less than **13706** paid hours service, excluding overtime - **.06538** times the paid hours per year, excluding overtime.

13706 paid hours or more but less than **15664** paid hours service, excluding overtime - **.06923** times the paid hours per year, excluding overtime.

15664 paid hours or more but less than **17622** paid hours service, excluding overtime - **.07308** times the paid hours per year, excluding overtime.

17622 paid hours or more but less than **35244** paid hours service, excluding overtime - **.07692** times the paid hours per year, excluding overtime.

35244 paid hours or more, excluding overtime - **.09615** times the paid hours per year, excluding overtime.

21.02 Schedule

Vacation shall be scheduled in a manner that will least interfere with the operation of the Employer's business. Preference for vacation time will be on the basis of seniority.

Employees may be required to take those days in excess of the ten (10) days separate and apart from their first ten (10) days vacation and at the discretion of the Employer. However, this provision will not prevent the scheduling of a longer vacation to which an employee is entitled, where such longer vacation is compatible with operational requirements and will not conflict with the vacation sched-

ules of any other employee(s).

21.03 Carry Over

All vacation credits accrued to 31 December in any year must be used during that year unless premission is granted to carry over to the following year.

21.04 Termination of Employment

If an employee leaves the services of the Employer after one (1) year's service for any reason whatsoever, he shall be paid the amount of vacation due him calculated on a pro rata basis retroactive to the time vacation was last calculated or the commencement date of employment if no previous vacation had been received.

21.05 Hospitalization During Vacation

Where an employee is hospitalized during vacation, the period of vacation so displaced (number of days hospitalized) shall be credited to the employee for rescheduling at a later time.

Article 22 - Sick Leave Provisions

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

22.02 Sick Leave Accumulation

Paid sick leave shall accumulate at the rate of one (1) sick hour for every 8.7022 paid hours of service, excluding overtime, however, it may not be used during the probationary period.

22.03 Maximum accumulation of Sick Leave

The maximum amount of accumulation shall be one thousand one hundred twenty-five (1125) hours.

22.04 Deductions From Sick Leave

A deduction shall be made from accumulated sick leave for all working time lost as a result of sickness.

22.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner, or staff health nurse designated by the Employer, certifying that he was unable to carry out any of the duties of his classification.

22.06 Sick Leave Records

Immediately after the close of each calendar year, the employee may request to be advised as to the amount of sick leave accrued to his credit.

22.07 Extended Sickness

An employee on sick leave with pay for twenty (20) working days or more shall advise the Employer each month of the status of his health and expected date of return to work, and give one (1) week's notice of his actual return to work. On application, an employee whose sick leave accumulation has been used up, shall be granted leave of absence without pay or benefits, however, an employee who fails to make such application shall be considered to have abandoned his position. Such leave of absence shall be for a maximum of one (1) year unless an extension is granted.

Article 23 - Leave of Absence

23.01 Negotiation and Grievance

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to grievances, they shall suffer no loss of pay for the time so spent.

23.02 Leave of Absence for Union Functions

Upon request, subject to the requirements of the Employer, an employee elected or appointed to represent the Union at conventions, or to attend meetings of CUPE, its affiliated or chartered bodies, shall be eligible for leave of absence without pay or loss of benefits and without loss of seniority to attend such conventions or meetings.

23.03 Leave of Absence for Full-time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence without pay but without loss of benefits or without loss of seniority so that the employee may be a candidate in Federal, Provincial or Municipal elections.
- b) An employee who is elected to public office may be allowed leave of absence without pay or benefits during his term of office.
- c) An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits for a period of one (1) year. Such leave may be renewed each year, on request, during his term of office.

23.04 Compassionate Leaves

- a) **If** a death **occurs** in the immediate family of an employee when said employee is at work, or scheduled to go to work, then said employee shall be **granted** compassionate leave with pay for the remainder of his shift for that day. When death occurs to a member **of** the immediate family of an employee covered by this Agreement, as hereinafter defined in Section (b) of this Article, such employee shall be granted compassionate leave effective midnight following the death for a period not to exceed five (5) consecutive days, for the purpose of enabling him to look after funeral arrangements and to attend the funeral. The employees **shall be paid** for those regular **shifts he would have been** required to work had the death not occurred.
- b) For the purpose of this Article, members of the immediate family are employees's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step-parents, and includes a common-law spouse providing the relationship is made known to the employer prior to the death.
- c) One (1) day of compassionate leave with pay shall be

granted to any employee covered by this Agreement for the purpose of attending the funeral of a grand-parent, grand-child, sister-in-law, brother-in-law, son-in-law, daughter-in-law or any other relative who is permanently residing in the employee's household, provided that such day is a normal working day.

d) Any such employee, while on compassionate leave with pay, shall receive the same rate of pay from the Employer as was in effect for the said employee immediately prior to going on compassionate leave.

e) All employees shall be granted two (2) additional days of compassionate leave with pay if a parent, spouse or child dies outside the province and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral to the extent that any or all of these days are normal working days.

23.05 (a) Maternity Leave

Upon request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee, returning to work after maternity leave, shall provide the Employer with at least two (2) weeks' notice.

(b) Adoption Leave

Upon request, the Hospital shall grant an employee with a minimum of one (1) year's service a leave of absence without pay to adopt a child. The length of the leave shall be the greater of the **minimum** time required by the adoption agency or the Labour Standards Code.

23.06 Jury Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for traveling, meals and other expenses. Employees will present proof of service and the amount of pay received.

23.07 Education Leave

An employee shall be entitled to leave of absence with pay to a maximum of twenty-four (24) hours and without loss of seniority and benefits to write examinationst o up-grade his employment qualifications.

23.08 General Leave

- a) The employer may grant a special leave of absence without pay in addition to specific leaves of absence provided in this agreement.
- b) An employee who is granted leave of absence without pay as provided herein for a period in excess of fifteen (15) days, shall retain all benefits including seniority accrued to the commencement of such leave but shall not accumulate benefits including seniority during such leave.
- c) An employee whose leave of absence without pay as provided herein, is for fifteen (15) days or less, shall retain benefits including seniority accrued to the commencement of such leave. Benefits excluding seniority continue to accumulate uninterrupted during such leave. Seniority shall not accumulate during such leave.
- d) A person returning from any leave of absence without pay shall grant the Employer two (2) weeks notice if such leave was not granted for a designated period of time.

Article 24 - Wages

24.01 Effective Date

The Employer agrees that, effective the first day of April, 1981, all employees covered by this Agreement shall be paid in accordance with the rates of pay for each position as set out in Schedule "A", annexed hereto and forming part of this Agreement.

24.02 Errors

If any employee covered by this Agreement has not on the regular pay day, received all of the wages entitled to be received by him by virtue of an error resulting in a shortage in his pay, such shortage shall be made up to the

employee immediately if so requested by the employee.

24.03 Availability of Pay Cheques

All employees shall be able to pick up their pay cheques on pay days anytime between the hours of 10:30 a.m. and 4:30 p.m., provided that no employee shall leave his regular duties to do so.

24.04 Equal Pay for Equal Work

Employees shall receive equal pay for equal work regardless of sex.

24.05 Temporary Assignment

a) 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 the 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 leave of absence, the temporarily assigned employee shall receive the lesser of the starting salary rate for the category of supervisory employee being replaced, or one hundred twenty-five percent (125%) of his own classification rate, commencing on the first working day. Any overtime pay shall be based on the employee's adjusted rate of pay.

24.06 Vacation Pay

An employee may upon giving notice a minimum of three (3) weeks before the commencement of their vacation, receive on the last pay cheque before their vacation begins an advance approximately equal to the amount of vacation pay due to them for that period.

24.07 On-call and Stand-By

An employee required by the Hospital to be on stand-by, i.e. immediately available by telephone, shall be paid an allowance of Seven Dollars (\$7.00) for each eight (8) hours

on stand-by, when not called out. **An** employee “called out” to work shall receive a minimum of four (4) hours pay or time and one-half regular pay, whichever is greater.

24.08 Meal Costs

The Employer agrees to maintain meal charges to a minimum consistent with costs and the directives of the Nova Scotia Department of Health.

24.09 Retroactive Benefits

Any retroactive benefits under this Collective Agreement shall be paid, to all employees of record on the date of signing of this Agreement, and to any terminated employees who have not been dismissed, and who apply to the Employer for such benefits within thirty (30) days after the signing of this Agreement.

24.10 Job Description

The Employer agrees to prepare a job description for each classification in the bargaining unit as identified in Schedule “A”. When the job descriptions have been completed a copy shall be provided to the Union, and to each employee on request.

Article 25 - No Strikes or Lockouts

25.01 Illegal Strikes

It is agreed by both parties that there will be no illegal strikes or lockouts during the term of this Agreement and that **Union** officers and representatives will not counsel the membership to strike and will do everything in their power to encourage a return to work if an illegal strike should take place. Hospital officials and management agree that they **will** not promote any illegal lockouts, and will **do** everything in their power to have any illegal lockouts lifted, should one occur.

Article 26 - Employee Benefits

26.01 Group Life and Pension

The Employer agrees to continue to participate in the present Group Life Insurance and Pension Plan during the life of this Agreement.

26.02 Health Plan

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 premium. Such cost-sharing shall become effective with the first premium payment following the signing of the Collective Agreement.

26.03 Compensable Incapacity

a) When an employee covered by this Agreement is absent from work by reason of incapacity due to an accident occurring while on duty with the Employer and an award was made by the Workers' Compensation Board of Nova Scotia, the period of time such employee is so absent from work and receiving compensation shall not be classified as sick leave. Such employee during such period of time shall receive his full pay for a maximum of one hundred (100) working days at the same rate as is currently in effect for such employee.

b) All monies received by an employee during the one hundred (100) working day period described in Clause (a) above, from the Workers' Compensation Board, shall be paid to the Employer in consideration of his receiving full salary from the Employer during such period.

26.04 Retirement Allowance

An employee who is retired or who is about to be retired because of age or mental or physical incapacity, or upon death, shall be granted a retirement allowance the equivalent of:

(a) one-half ($1/2$) 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) month's pay, if he has been employed for fifteen (15) years but less than twenty (20) years;
- (d) three (3) month's pay, if he has been employed for twenty (20) years but less than twenty-five (25) years;
- (d) three (3) month's pay, if he has been employed for twenty (20) years but less than twenty-five (25) years;
- (e) four (4) month's pay, if he has been employed for twenty-five (25) years but less than thirty (30) years;
- (f) five (5) month's pay, if he has been employed for thirty (30) years or more.

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.

Article 27 - Job Security

27.01 Contracting Out

The Employer agrees that there shall be no contracting out of work presently performed by members of the bargaining unit without prior discussion with the Union.

Article 28 - Other Allowances

28.01 Uniforms

The Employer agrees to provide employees of the Dietary, C.S.R., Plant Operation, Maintenance, Laundry, and Housekeeping Departments with two (2) issues of uniforms. Suitable replacements will be supplied provided an unserviceable uniform is turned in to the Hospital without signs of being abused. For employees of Tidal View Manor and Harbourside Lodge and in instances where employees decide to purchase an alternate type of uniform that is acceptable to the Hospital, they may do so and the Employer will participate financially to the extent of Forty

Dollars (\$40.00) per year. The Hospital agrees that rubber footwear will be made available to Dietary employees while working in the Dish Room.

Article 29 - General Conditions

29.01 Bulletin Board

The Employer shall provide a Bulletin Board which shall be placed so that all employees shall have access to it, and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

29.02 Excessive Temperatures

Employees working in areas where the temperature exceeds 90° Fahrenheit (32.2°C) shall be granted one (1) ten (10) minute break for each hour that the temperature continuously exceeds 90° F (32.2°C).

29.03 Context

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

29.04 Harassment

No member of the bargaining unit and no supervisory employee shall cause any act of harassment on any member of the bargaining unit as a result of any action or lack of action of any member of the bargaining unit which occurred prior to the signing of this Agreement and pertaining to matters affecting or incidental to this Agreement. Such harassment shall be just cause for dismissal.

29.05 Paid Service Defined

Paid service shall include paid vacation, paid sick leave, paid bereavement leave, paid holidays or any other paid absence but shall not include any unpaid absences.



Article 30 - Essential Services

30.01 During the term of this Agreement, the parties agree to establish a committee comprised of equal representation from the Union and the Hospital for the purpose of discussing the concept and need for essential services.

30.02 Printing of Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Employer and the Union will cost share on a 50/50 basis the cost of printing this Collective Agreement in booklet form.

Article 31 - Agreement

31.01 Term

This Agreement shall be effective and binding from April 1, 1986, to March 31, 1989.

31.02 Retroactivity

Wages and overtime shall be retroactive to April 1, 1986. All other changes shall take effect on the date of ratification by the Union.

31.03 Successor and Assigns

This Agreement and everything contained therein will ensure to the benefit of and be binding upon the parties hereto their successors and assigns, respectively.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written.

SIGNED, SEALED, AND DELIVERED
in the presence of:

YARMOUTH REGIONAL HOSPITAL

[Signature]
Witness

[Signature]
Secretary

LOCAL 835, CANADIAN UNION OF PUBLIC
EMPLOYEES

[Signature]
Witness

[Signature]
President

[Signature]
Witness

[Signature]
Secretary



Yarmouth Regional Hospital..... Appendix A

3:57/S.....Page 1 of 1

Local 835

1986/87/88

Effective

April 1

1986

Effective

April 1

1987

Effective

April 1

1988

General Worker

15,405

15,867

Effective April 1, 1988.....

Utility Worker

15,796

16,270

Formula Adjustment whereby the hourly and yearly rates of pay will be adjusted by the same percentage as the cost of living for the twelve

Seamstress

Housemother

Nursing Aide

15,776

16,250

(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.

CSR Aide

Personal Care Worker

Assistant Cook

16,415

16,907

Staff Cook

17,162

17,676

Staff Cook ...Journeyman

17,682

18,213

Maintenance Man...Journeyman

Engine Operator...3rd Class

24,427

25,160

and above

Maintenance Man...Qualified

23,059

23,750

Engine Operator...4th Class

License

A rate of Three Hundred Sixty Dollars (\$360) per yr less than the rates quoted above shall be in effect for all Probationary Full Time and Probationary Part-Time Employees.

An Additional Fifteen Dollars per month will be paid to all employees in categories indicated above with Five (5) or More Years continuous service.

Yarmouth Regional Hospital
Yarmouth, Nova Scotia
B5A 2P5

September 12, 1985

Mr. Hugh Lennon
Representative
C.U.P.E.
Trask Building
306 Main Street
Yarmouth, N.S.
B5A 1E9

Dear Mr. Lennon:

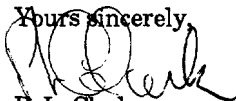
Subsequent to our meeting of **6 September 1985**, we have given consideration to a method of treatment of casual ~~shifts~~ unable to be worked by a part-time employee due to illness, that would be agreeable to both parties.

As a means of resolving the grievance and without prejudice to our position, should this not be acceptable, we are willing to establish a **72 hour** notice of a casual shift as being scheduled and hence, eligible for sick leave if the part-time employee is unable to work the ~~shift~~ due to illness. That is to say that, if the part-time employee is assigned the ~~shift~~ and agrees to work it, 72 hours or more prior to the ~~shift~~ but becomes unable to actually work the ~~shift~~ due to illness, he/she would be eligible ~~for~~ sick pay.

Consequently, if a part-time employee is assigned a ~~shift~~ and agrees to work it less than **72** hours prior to its commencement but is prevented from actually working the ~~shift~~ due to illness, he/she would not be eligible for sick ~~leave~~, the ~~shift~~ being considered casual.

Please do not ~~hesitate~~ to contact the undersigned should you wish any clarification or to discuss the matter further.

Yours sincerely,



R. L. Clark,
Director of Personnel.

/rb

cc: Mrs. L. Fox, CUPE
President Local 835.