

THIS AGREEMENT shall be effective from April 1, 1984 to March 31, 1986.

BETWEEN : THE COLCHESTER HOSPITAL, Willow Street, Truro, in the County of Colchester, Province of Nova Scotia,

**RECEIVED**  
DEC 11 1984  
NATIONAL OFFICE  
C.B.R.T. & G.W.

hereinafter referred to as the "Employer" and party of the first part;

- and -

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS UNION, and representing certain employees of the Employer, through its local, 618

SOURCE	C.B.R.T.		
EFF.	01	04	84
TERM.	31	03	86
No. OF EMPLOYEES	105		
NOMBRE D'EMPLOYÉS			

hereinafter referred to as the "Union" and party of the second part.

PURPOSE

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 which shall obtain between the Employer and employees; 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's business under methods which will further, to the fullest extent possible, the safety and welfare of the employees, together with efficiency and economy of operation. It is the duty of both parties to cooperate fully, both collectively and individually for the promotion of the aforesaid conditions.

ARTICLE I DEFINITIONS

- 1.01 Bargaining Unit - shall include **all** regular full-time, regular part-time and temporary employees, employed in an occupational classification listed in Appendix "A".
- 1.02 Employee shall mean a member of the bargaining unit as defined in Article 1.01.
- 1.03 A Regular Full-Time Employee is one who, having successfully completed the probationary period, **is appointed to a regular on-going position** within the bargaining unit and works the full work period prescribed in Article 9 of this Agreement.

DEC 14 1984

05420(01)

~~821 2 015 01~~

- 1.04 A Regular Part-Time Employee is one who has successfully completed the probationary period, and is regularly scheduled to **work** on an on-going basis but for fewer hours than prescribed in Article 9 of this Agreement. All benefits of this Agreement shall apply to part-time employees on a pro rata basis, it being understood that regular part-time employees have the same responsibility to report for work as scheduled as the full-time employee.
- 1.05 A Temporary Employee is one who is employed without the intention of his becoming a regular employee due to the nature of the work being performed. All provisions of the Agreement except seniority will apply to a person hired in this capacity. All benefits accrue on a proportionate basis to regular hours worked. Termination of employment will be at the sole discretion of the Employer.
- 1.06 A Casual Employee is an employee who works in a relief capacity as required by the hospital. The provisions of this Agreement do not apply to casual employees.
- 1.07 A Probationary Employee is one who has not completed sixty-six (66) days of work with the Employer. The Hospital may extend an employee's probationary period for up to an additional sixty-six (66) days providing the Union is notified of the extension.
- 1.08 Leave of Absence means absence which is authorized by the Employer. An employee who is granted leave of absence without pay shall retain all benefits and seniority accrued to the commencement of his leave. However, he shall not be entitled to earn or to use any benefits during the period of his leave of absence.
- 1.09 Throughout this Agreement, the masculine shall include the feminine, and vice-versa, as the context requires.

## ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the Employer retains, solely and exclusively, all rights to manage the hospital and to direct its working forces except to the extent that such rights are expressly abridged by the specific articles of this Agreement.
- 2.02 Employees shall be subject to hospital rules and regulations it being understood that such rules and regulations may not conflict with the express provisions of the Agreement.

## ARTICLE 3 NO STRIKE - NO LOCKOUT

- 3.01 During the life of this Agreement, there shall be no strikes of any kind, slowdown, work stoppages, or any other concerted activity for any reason. Neither shall the Employer cause a lockout during the life of this Agreement.

#### ARTICLE 4 ESSENTIAL SERVICES

4.01 Without detracting from the other provisions of this Agreement, but recognizing **the** hospital's unique obligations as a community hospital,, the Union agrees that during any ~~strike~~ of the bargaining unit, that a sufficient number of employees from the bargaining unit will be provided so that such strike action does not delay the admission or prevent the treatment of any patient from the hospital's area of responsibility where such delay could, in the opinion of the Medical Evaluation Committee, endanger the life of or cause disability to a patient.

The Medical Evaluation Committee shall consist of the Chief of Staff, one (1) **other** member of the Medical Staff (not the attending physician), the hospital Administrator, or his delegate, and two members of the bargaining unit, or their delegates. This committee **will** attempt to meet within forty-eight (48) hours of the actual strike deadline, to set parameters. The rate of pay for any essential services performed shall be the same as outlined in Article 15.02.

#### ARTICLE 5 RECOGNITION

5.01 The Employer recognizes Local 618 Canadian Brotherhood of Railway, Transport and General Workers as the sole collective bargaining agent for the employees as described in Article 1, and agrees to meet with representatives of the Local and the Union for the purpose of carrying out the terms of this Agreement.

5.02 Should a new classification be created within the bargaining unit during the term of this Agreement, the Employer and the Union shall decide the rate of pay with working conditions subject to this Agreement. Nothing herein prevents the Employer from filling such position and having employees working in such position during such negotiations.

5.03 No employee shall **be asked** or *permitted* to **make** any verbal or written agreement which may conflict with the terms of this Agreement.

5.04 The Union shall **be** permitted to post notices of meetings **and** other legitimate business matters of interest to the membership on a bulletin board, provided by the Employer, and designated for that purpose.

5.05 Union Representative to be permitted' to visit to discuss problems with the Shop Steward during working hours providing such visits are approved by the Department Head concerned.

#### ARTICLE 6 UNION SECURITY

6.01 (a) The Employer agrees that there shall be established, as of the first day **of the month** following the signing of this Agreement, a check-off compulsory upon all employees **who** come

within the bargaining unit to which the Agreement applies. The amount to be deducted shall be the Union dues assessed by the Union according to its constitution or By-Law.

- (b) All amounts so deducted together with a record of names, amounts, and dates shall be transmitted by the Employer to the National Secretary-Treasurer of the Brotherhood at 2300 Carling Avenue, Ottawa, Ontario, K2B 7G1, not later than the fifteenth (15th) day of the month following the month for which such deductions were made.
- (c) The Employer will provide the Local Union Office on the fifteenth (15th) day of each month, with a list of all such employees who are covered under the bargaining unit and all employees who were included on the previous months and have since, (1) left the employ; (2) been promoted to a non-bargaining unit position; (3) changed surname; (4) been granted leave of absence.

#### ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 The Union will appoint and the Employer will recognize a Committee of Shop Stewards all regular employees of the Employer which shall be known as the Grievance Committee, to deal with the complaints and grievances referred to it. Members of this Committee with any changes therein shall be made known to the Employer and the Employer will notify the Union of the names of Department Heads responsible for handling complaints and grievances.
- 7.02 Alleged complaints and grievances shall be dealt with in the following manner:
  - (a) The aggrieved employee or employees shall first discuss the complaint with the Department Head within three (3) working days. The employee or employees may be accompanied by a member of the Committee.
  - (b) If the alleged complaint is not settled within three (3) working days from notification of Department Head, the complainant (or the Union, if a general grievance) shall then immediately refer the grievance in writing, 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) If the written decision of the Administrator, or his representative is not satisfactory, the Committee may within ten (10) working days thereafter appeal, in writing, to the Hospital Board. The Board shall give its reply in writing as soon as possible, but in no case shall more than twenty (20) working days lapse before a reply is received unless by mutual consent of the parties.

- (d) It is agreed that the Union representative or his deputy may act as a member of the Committee at the request of either party.
- (e) If a settlement is not reached in the steps above, the Union may serve notice of intention to seek arbitration. Such notice must be given within twenty (20) working days. The matter may then be referred to a **sole** Arbitrator appointed by mutual consent or to an Arbitration Board of three (3) members, one (1) appointed by the Union, (1) one appointed by the Hospital, and the third mutually agreed upon by the other two. The third member shall act **as** Chairman; should the two appointed members fail to agree **upon** a third member, he shall be appointed by the Minister of Labour, of the Province of Nova Scotia. The decision **of** the sole Arbitrator or the decision of the majority of the Arbitration Board shall be accepted as the decision of the Board, **and** shall be binding on both parties.
- (f) **In** determining any grievance arising out of discharge or other discipline, the Board of Arbitration or sole Arbitrator **may dis-**pose of the claim by affirming the Hospital's action and **dismiss-**ing 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 Board of Arbitration **or** sole Arbitrator be equitable. However, the sole Arbitrator or the Board of Arbitration shall not have the power to modify or amend, delete, or add to any provision of this Collective Agreement.

7.03 The Employer and the Union agree to bear an equal share of any expense incurred on account of a third member of any Arbitration Board or a sole Arbitrator set up pursuant to sub-section (e) of Clause 2 of this Article.

7.04 If the complainant or the Union alleges a breach or violation of this Agreement, the respect or respects in which it is alleged that the Agreement has been broken or violated shall be indicated promptly to the Employer. The matter shall then be regarded as a grievance and dealt with as set forth in Clause 2 above commencing with step (b).

7 e05 If an employee feels that he has a grievance, he shall report the matter to Management in the manner outlined in Clause 2 above, but pending settlement, he **shall** perform **his** duties faithfully.

#### ARTICLE 8 WAGES

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 Employees **who** work **their** regularly scheduled shift, **half** or **more** of which hours fall between 1800 - 0600 hours **shall** be paid **Two Dollars and Fifty-Five Cents (\$2.55)**. Shift differentials are not included for the purpose of calculation of overtime.

- 8.03 (a) Employees who are scheduled as being off on any pay day will be entitled to receive their pay at any time during office hours, on the day recognized as pay day.
- (b) Pay day shall be every second week on a specified day.

ARTICLE 9 HOURS OF WORK AND OVERTIME

- 9.01 a) The regular hours of work shall be seventy-five (75) hours bi-weekly consisting of ten (10) seven and one-half (7½) hour shifts, excluding one-half (½) hour meal period. By mutual agreement, the regular hours of work may exceed seventy-five (75) hours in a two (2) week period, providing the total hours of work over a twelve (12) week rotation do not exceed four hundred fifty (450) hours. The hours of work shall be designated by the Employer in its absolute discretion subject to the terms of this Agreement.
- b) The Employer agrees to grant each regular full-time employee a minimum of one (1) weekend off in each four (4) weeks. More weekends off will be provided where the operational requirements of the hospital permit.
- 9.02 The Employer agrees that two (2) fifteen (15) minute rest periods be given to employees during each seven and one-half (7½) hour shift.
- 9.03 It is agreed that no employee will be required to work more than seven (7) regularly scheduled days consecutively without a rest period of at least one (1) day unless mutually agreed to do so.
- 9.04 Time worked in excess of the scheduled hours of work as provided in Article 9.01 shall be compensated for by the Employer granting the employee, pay at the rate of time and one-half (1½) for the overtime worked. An employee who works in excess of twelve (12) continuous hours will be paid double time commencing with the thirteenth (13th) hour of consecutive duty.
- 9.05 The Employer will make every possible attempt to schedule nursing staff in such a way that shift work employees will receive at least twelve (12) hours rest between each regular scheduled shift.
- 9.06 The employee who is required to work eleven (11) continuous hours will be compensated with a meal voucher redeemable at the Hospital Cafeteria.
- 9.07 The hourly rate of pay shall be computed by dividing the annual rate by 1958 hours.

- 9.08 All overtime must be authorized or requested by the Employer or the representative of the Employer.
- 9.09 Compensation for overtime will be paid except where upon request of the employee and with the approval of the Employer overtime may be granted in the form of time off in lieu of pay at the rate of time and one-half for those hours worked at time and one-half and two (2) hours off for each hour of overtime worked at double time.
- 9.10 The hours of work shall be posted four (4) weeks in advance of the schedule to be worked. The schedule will be for a minimum of two (2) weeks. Before schedules are drawn up, an employee requesting specific days off shall submit a request for such days off. Her preference shall be granted wherever possible. It shall be permissible for two (2) employees to exchange their days off with the consent of their supervisor. Such consent shall not unreasonably be withheld. Management shall not be penalized by such arrangements. In the event work schedules have to be changed, the Employer agrees to give sixteen (16) hours notice unless mutually satisfactory arrangements are made. If sixteen (16) hours notice is not given, and other mutually satisfactory arrangements are not possible, the employee shall be compensated for the changed shift at the rate of time and one-half (1½).
- 9.11 Employees required to work rotating shifts (days, evenings and nights) shall be scheduled in such a way as to equitably as possible assign the rotation. This does not preclude an employee from being continuously assigned to an evening or night shift if mutually agreed to. The hospital shall advise the employee of an intended change in schedule.
- 9.12 Part-time employees shall be guaranteed four (4) hours work, when posted or called in for duty, beyond their regular schedule.

**ARTICLE 10 HOLIDAYS**

- 10.01 The following are recognized holidays:
- |   |                  |
|---|------------------|
| New Year's Day                                  | Labour Day       |
| Good Friday                                     | Thanksgiving Day |
| Easter Monday                                   | Remembrance Day  |
| Queen's Birthday                                | Christmas Day    |
| Dominion Day                                    | Boxing Day       |
| Employee's Birthday or mutually agreed upon day |                  |
- 10.02 The employee shall receive any holiday proclaimed by the Federal or Provincial Government.
- 10.03 Each employee shall receive either Christmas or New Year's Day off on the actual day; and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

- 10.04 In lieu of ~~the~~ holidays listed in Article 10.01, regular part-time and temporary employees shall receive compensation at the rate of one (1) day holiday credit for each twenty-three and one-half (23½) days worked. Compensation for hours worked on a holiday shall be at the rate of 1.5 times the employee's regular hourly rate,
- 10.05 When the calendar date of a holiday listed in Article 10.01 occurs during the vacation period of an employee, the employee will be paid holiday pay (7.5 hours) for that day and no deduction of vacation credits will occur.
- 10.06 For regular full-time employees required to work on the foregoing recognized holidays, the hospital shall, at the option of the Employer:
- (a) pay the employee, in addition to her regular rate of wages for that day, at the rate of one and one-half (1½) times her regular rate of wages for the time worked by her on that day;
- or -
- (b) pay the employee her regular rate of pay for that day and grant her a day and one-half (1½) off with pay at a mutually convenient date, or a day and one-half (1½) added to the employee's vacation.
- 10.07 If an employee is not scheduled to work a holiday and is called into work without seventy-two (72) hours notice, she will be paid two (2) times straight time rate for work performed that day plus a day off at a later date.
- 10.08 In order that an employee may qualify for holiday benefits she must have worked her last scheduled shift prior to and the next scheduled shift following the holiday or have been on paid leave on either or both of those scheduled shifts. An employee who is scheduled to work on a holiday and who reports absent because of a bona fide illness or injury shall be deemed to have taken that holiday on the day it fell provided that the illness or injury is reported to, verified and authorized by the Head of the Department, or employee's superior.
- 10.09 When the calendar date of a holiday for an employee as defined in Article 10.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

#### ARTICLE 11 SICK LEAVE

- 11.01 Sick leave will be granted on the following basis:
- (a) Regular full-time employees shall accumulate paid sick leave credits at the rate of 18.75 hours (2.5 days) for each month (22 regular days) worked.



**Employees shall not be entitled to claim paid sick leave of absence during their probationary period of employment, however, sick leave credits shall accrue during this period and become available after three (3) months of employment.**

- (b) Unused **sick leave credits shall be accumulated** to the maximum of 1125 hours (150 days).
- (c) Absence for sickness or accident in respect of which an employee receives compensation from the Worker's Compensation Board will be charged against sick leave credits at the rate of one-quarter (1/4) day for each sick day, but during the period the employee is entitled to sick leave pay, the Employer shall pay to the employee, an amount equal to the difference between the amount received by the employee from the Worker's Compensation Board and amount of wages which he would be entitled to if working. This will only apply to an employee who has accumulated sick leave credits. When the sick leave credits expire, then the employee will only be paid compensation pay and in no event will the payment by the hospital exceed the accumulated sick leave credits.

11.02 When sick leave is claimed the Employer reserves the right to require proof of illness satisfactory to the Employer. The Union recognizes the right of the Employer to take reasonable steps to eliminate excessive use of sick leave benefits.

11.03 For the purpose of ascertaining the accumulation of sick leave days with pay, the following shall be considered days of work:

Vacation with pay, Statutory Holidays with pay, Compassionate Leave with pay, and for employees on Workers' Compensation, a period not exceeding twenty-six (26) working days.

11.04 The Employer agrees that when an employee is paid for sick leave, on his return to duty he will be advised of the number of sick leave days used and the number of sick leave still accrued to his credit, provided he requests such information.

11.05 Employees shall be allowed paid leave of up to three (3) days per annum in order to engage in personal-preventative medical or dental care. Such leave shall be deducted against sick leave credits.

11.06 Accumulated sick leave may be substituted for vacation where it can be verified by the employee, that an illness or accident occurred prior to the actual commencement of vacation.

## ARTICLE 12 VACATIONS

12.01 Paid vacation credits shall accrue to the regular full-time employee at the following rates:

- less than one (1) year of service: one and one-quarter (1 1/4) days for each twenty-two (22) days worked
- over one (1) year of service but less than four (4) years of completed service: at the rate of fifteen (15) working days per year
- over four (4) years of completed service: at the rate of twenty (20) working days per year
- after eighteen (18) years of service: twenty-five (25) working days per year

12.02 The cut off date for the accumulation of vacation shall be June 30th of each year. Vacation entitlement will be based on service accrued to that date.

12.03 Vacations shall be posted by May 1st of each year. Vacations will be distributed as equitably as possible in a manner that will least interfere with the operation of the Employer's business. Every effort will be made to provide all eligible employees with some vacation time during the summer months.

12.04 **Regular part-time and temporary employees shall accrue paid vacation credits on a proportionate basis to regular hours worked.**

12.05 Where possible, an employee shall have the weekend prior to her vacation off.

12.06 If an employee's vacation is approved and then cancelled by the Employer causing the employee to lose her deposit on vacation accommodations and/or travel and providing the employee does everything possible to mitigate her loss and providing she notifies the hospital that she will lose her deposit, she will be reimbursed by the hospital.

12.07 If the employee leaves the service of the Employer after one (1) year's service for any reason whatsoever, he or she shall be paid the amount of vacation due him or her 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.

12.08 An employee must have been on his job no less than ninety-five percent (95%) of paid work days in the year. Employees with less than ninety-five percent (95%) of paid work days will receive their vacation on a pro rata basis. Paid sick leave, vacation or authorized leave of absence for Union business or for further training in his job with the Employer will be considered as days on the job.

### ARTICLE 13 SENIORITY

- 13.01 Where ability, skill, qualifications and merit are equal, lay-offs, rehiring or promotion to a higher position shall be determined on the basis of seniority of the employees concerned.
- 13.02 Seniority shall commence with employment and shall apply after the completion of probationary period and shall be forfeited if an employee leaves, is discharged for cause, fails to return to work, or indicates that he will not return to work within one (1) week of recall, or is laid off for six (6) months. Seniority shall accumulate based on the number of shifts worked. For the purpose of this clause *only* "shifts worked" shall include:
- a) sick leave days with pay
  - b) statutory holidays with pay
  - c) bereavement leave with pay
  - d) vacation with pay
- 13.03 The Employer agrees to post a seniority list within ninety (90) days of the signing of this Agreement and **from** year to **year** thereafter. Misunderstandings under this paragraph must be reported to the Department Head within thirty (30) days of the posting of the list.

### ARTICLE 14 COMPASSIONATE LEAVE WITH PAY

- 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 **com-**passionate leave with pay for the remainder of his tour of duty for that day. Immediate family shall include an employee's wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, **or** grandchild.
- 14.02 If a death occurs in the immediate family of an employee, said employee shall be granted five (5) consecutive days leave of absence effective midnight following the death, and shall be paid for tours of duty the employee would **normally** work during the five (5) days leave. One (1) days' compassionate leave with pay will be granted on the death of a grandparent, **brother-in-law or sister-in-law**.
- 14.03 An employee absent from **work** because of vacation, sick leave, statutory holidays, leave of absence, worker's compensation, or for any other reason, shall not be eligible for compassionate leave with pay.
- 14.04 In special circumstances the Employer will consider other than those named in 14.01 **and** 14.02 and the decision to grant compassionate leave under these circumstances will be at the sole discretion of the Employer.

## ARTICLE 15 STANDBY AND CALL-BACK

- 15.01 Employees who are required by the Employer to standby shall receive standby pay of Seven **Dollars** (\$7.00) for each standby period of eight (8) hours or portion thereof.
- 15.02 An employee who is called back to the hospital for immediate duty after having completed his normal shift shall be guaranteed a minimum of two (2) hours pay at time and one-half or time and one-half for time worked, whichever is greater. In addition, the employee shall be paid a transportation allowance of Four **Dollars** (**\$4.00**) providing a transportation cost was incurred by the employee.
- Second and subsequent calls which the employee receives within two (2) hours of commencing the first call shall be performed without any additional remuneration,
- Standby and call back will be applied equitably *among* employees who, in the opinion of the Employer, are adequately trained to perform such duties.
- 15.03 For those employees required to be on-call, a room and bed shall be made available, where possible, to allow those employees to stay overnight in the hospital if weather conditions prevent normal travel for their on-call period.
- 15.04 Compensation for call back may be granted in the form of time off in lieu of pay if this arrangement is mutually agreeable to both Employer and employee concerned. Time off so granted shall be calculated by dividing the dollar credits earned by the employee's hourly rate of pay.

## ARTICLE 16 JOINT CONSULTATION

- 16.01 Within sixty (60) days of the signing of this Agreement, the parties agree to meet and establish a Joint Labour Management Consultation Committee.
- 16.02 The Committee shall be comprised of three (3) members of the Bargaining Committee and three (3) members of Hospital management. Committee members shall not suffer a loss of pay for time spent in committee meetings.
- 16.03 The Committee may discuss any matters of mutual concern which are not covered by the Collective Agreement.

## ARTICLE 17 SAFETY AND HEALTH

- 17.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will respond to suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expedi-

tiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or employment related chronic illness. Employees are responsible for reporting potential hazardous **and** unsafe working conditions.

#### ARTICLE 18 JOB SECURITY

- 18.01 In the event that technological change causes job elimination, the Employer will give at least **two** (2) months notice of such change and will seek ways of minimizing the number of employees who might be displaced.
- 18.02 In the event there is a permanent reduction in the number of **em-**ployees in the bargaining unit as a result of work being transferred to another facility, the hospital will attempt to secure positions at the recipient facility for any employees **so** displaced.

#### ARTICLE 19 MISCELLANEOUS

- 19.01 No entry of a detrimental nature which may be used in subsequent disciplinary action **will** be maintained on an employee's file without his prior knowledge.
- 19.02 Leave of absence with pay **shall** be given to every employee, other than an employee on a leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury; or
  - (b) by subpoena or summons to attend as a witness in any proceedings held in or under the authority of a court.
- 19.03 (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 an allowance of three dollars and fifty cents (\$3.50) per shift in addition to his own classification rate, for each shift worked in **the** supervisory position.

#### ARTICLE 20 RETIREMENT ALLOWANCE

- 20.01 An employee who is retired or who is about to be retired because of age, or mental or physical incapacity, or upon the death **shall** be granted a Retirement Allowance, the equivalent of:

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

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.

- 20.02 In determining whether an employee is being retired due to mental or physical incapacity, the standards employed in the Nova Scotia Association of Health Organizations Pension Plan or the Canada Pension Plan shall prevail.

#### ARTICLE 21   SUSPENSION AND DISMISSAL

- 21.01 Where an employee is disciplined by suspension without pay or by **discharge**, the Employer shall within **ten (10) days** of the suspension or discharge notify the employee in writing, stating the reason for the suspension or discharge. Failure to provide written notice **shall** not prejudice the action of the management in disciplining the employee. Such action on the **part of** management **shall** not restrict the right of employees to grieve **under** Article 7.

#### ARTICLE 22   NOTICE OF LAY-OFF AND TERMINATION

- 22.01 In the case of lay-off, it is agreed the Employer give twenty-one (21) calendar days notice in **writing** to the employee or pay in lieu, except lay-offs resulting from labour disputes or unforeseen situations, where such notice is not reasonably possible.

**This provision does not apply to temporary employees.**

- 22.02 Employees leaving employment **must** give twenty-one (21) calendar days notice in writing or forfeit that vacation that exceeds the requirements of the Vacation Pay Act.

#### ARTICLE 23   LEAVES OF ABSENCE

- 23.01 At the discretion of the Employer, employees may **be** granted leave

of absence without pay for Union business, medical attention, or other compelling reasons.

- 23.02 a) Maternity leave without pay shall be granted after one (1) year of continuous service from the date of employment. Upon the advice of her physician, the employee may request leave starting at the beginning of her seventh (7th) month. The hospital retains the right to require the employee to stop work, if, in its **opinion**, the state of **her** health becomes incompatible with the requirements of her job. The employee shall return to **work** within four (4) months following delivery. Upon written request, and supported by a physician's certificate, this period may be extended. The employee will return to her former or equivalent position.
- b) **Upon request, the Employer 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, the Labour Standards Code or the existing Collective Agreement.**

#### **ARTICLE 24 NO DISCRIMINATION**

- 24.01 The Employer and 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 Union activity.

#### **ARTICLE 25 VACANCIES**

- 25.01 (a) The hospital agrees to **consult** a position roster as described in Appendix "C" in filling vacancies in the regular positions, covered by this Agreement. Vacancies of a temporary nature will be filled at the sole discretion of the hospital.
- (b) Newly created classifications will be posted for fifteen (15) calendar days.
- 25.02 Should the successful applicant be chosen from the existing **regular** staff, she **shall** be placed on probation for forty-four (44) working days in her position.
- 25.03 **If** she proves unsatisfactory in the new position during the aforementioned trial period, **she shall** be returned to *her* former **position** and salary, **without** loss of seniority, **and** any other employee promoted or transferred because of the rearrangement of position **shall** be returned to her **former** position **and** salary without loss of seniority. Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of forty-four (44) working days. The probationary period may be extended at the discretion of the Employer to a maximum of **forty-four (44) additional working days.**

ARTICLE 26 HEALTH BENEFIT

26.01 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 27 PORTABILITY OF BENEFITS

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

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

ARTICLE 28 DURATION OF AGREEMENT

28.01 \* This Agreement is to remain in full force and effect until **March 31, 1986**, and will be automatically renewed from year to year unless one party gives to the other party at least one hundred twenty (120) days notice of its intention to terminate or seek amendments to this Agreement.

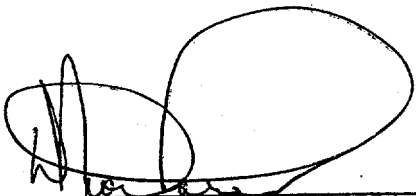
28.02 In the event this Agreement does not automatically renew in full, the parties agree that, notwithstanding the fact that all other provisions of this Agreement may lapse, the provisions of Article 4.00 shall remain in full force and effect until a new Collective Agreement is signed between the parties.

28.03 Retroactivity - Wages and overtime shall be retroactive to April 1, 1984. All other changes in the 1983 Agreement shall be effective on the date of signing this Agreement, or as otherwise indicated herein. Employees who have left the employ of the Hospital between April 1, 1984 and the date of signing of this Agreement shall have thirty (30) days to apply for retroactive wages.




IN WITNESS WHEREOF the parties have executed this Agreement the 28  
day of            A.D., 1984.

SIGNED, SEALED AND DELIVERED  
in the presence of:



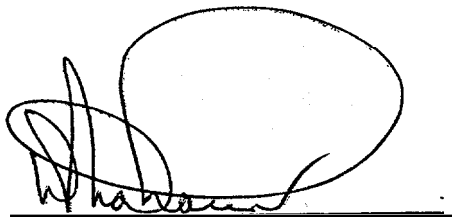
Witness

THE COLCHESTER HOSPITAL

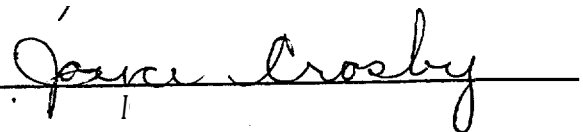
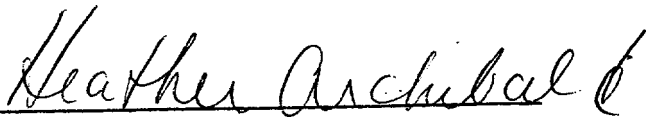


ON behalf of:

CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT AND GENERAL WORKERS



Witness



COLCHESTER HOSPITAL... APPENDIX A  
2:09/CNA/T

	EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
PHYSIO AIDE	Apr 1/84	15,750	16,044	16,338	16,653	16,946	
LAO ASSISTANT I EKG TECH I Gr XI + on-the-job training; Performs duties of technical nature	Apr 1/85	16,380	16,686	16,992	17,319	17,624	
LAB ASSISTANT II EKG TECH II	Apr 1/84	17,278	17,741	18,206	18,668	19,137	19,602
Level 1 + 2 yrs experience	Apr 1/85	17,969	18,451	18,934	19,415	19,902	20,386
SENIOR LAB ASSISTANT SENIOR EKG TECH	Apr 1/84	18,668	19,137	19,602	20,067	20,526	
Level II + 3 yrs experience + marked technical ability; Includes specialized duties and responsibilities	Apr 1/85	19,415	19,902	20,386	20,870	21,347	
LAB TECH I RADIOLOGY TECH I	Apr 1/84	20,539	21,245	21,949	22,656		
RESPIRATORY TECH I Grad of approved program but not registered	Apr 1/85	21,361	22,095	22,827	23,562		
LAB TECH II RADIOLOGY TECH II	Apr 1/84	21,001	21,707	22,411	23,118	23,843	
RESPIRATORY TECH II Registered technologist or B.Sc. w/ major in biology or chemistry	Apr 1/85	21,841	22,575	23,307	24,043	24,797	
LAD TECH III RADIOLOGY TECH III	Apr 1/84	23,164	23,937	24,712	25,488		
RESPIRATORY TECH III Registered Technologist + 4 yr experience (B.Sc. if holds CSLT registration)	Apr 1/85	24,091	24,894	25,700	26,508		

	EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
LAO TECH IV	Apr 1/84	25,488	26,275	27,034			
B.Sc. (w/major in chemistry or bacteriology) & holding CSLT registration + 4 yrs experience' OR A.R.T. & working in speciality + 4 yrs experience. May perform specialized duties and responsibilities	Apr 1/85	26,508	27,326	28,115			
SENIOR LAB TECH	Apr 1/84	25,488	26,275	27,034	27,979		
Registered Technologist in charge of division	Apr 1/85	26,508	27,326	28,115	29,098		
OCCUPATIONAL THERAPIST I PHYSIOTHERAPIST I	Apr 1/84	23,937	24,712	25,488	26,275		
Registered therapist w/ no experience	Apr 1/85	24,894	25,700	26,508	27,326		
OCCUPATIONAL THERAPIST II PHYSIOTHERAPIST II	Apr 1/84	24,712	25,488	26,275	27,035		
Registered therapist + 2 yrs experience	Apr 1/85	25,700	26,508	27,326	28,116		
MEDICAL RECORDS TECH I	Apr 1/84	18,206	18,668	19,137	19,602		
Grad member of approved course + associate member of CCHRA	Apr 1/85	18,934	19,415	19,902	20,386		
MEDICAL RECORDS TECH II	Apr 1/84	18,464	18,937	19,411	19,887	20,357	
Tech I + 2 yrs experience as HRT I	Apr 1/85	19,203	19,694	20,187	20,682	21,171	
MEDICAL RECORDS LIBRARIAN I	Apr 1/84	18,464	18,937	19,411	19,887	20,357	
Grad of approved program	Apr 1/85	19,203	19,694	20,187	20,682	21,171	
MEDICAL RECORDS LIBRARIAN II	Apr 1/84	20,531	20,999	21,451	21,921	22,549	
Registered w/ CAMRL	Apr 1/85	21,352	21,839	22,309	22,798	23,451	

COLCHESTER HOSPITAL... APPENDIX A  
2:09/CNA/T.....Page 3

	EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
CERTIFIED DRUG CLERK Grad of approved course	Apr 1/84	20,455	21,195	21,935	22,827	23,718	
	Apr 1/85	21,273	22,043	22,812	23,740	24,667	
NURSING AIDE Minimum Gr X; on-the-job training	Apr 1/84	15,181	15,493	15,808	16,122	16,436	
	Apr 1/85	15,788	16,113	16,440	16,767	17,093	
NURSING ORDERLY I Gr XI minimum w/ on-the-job training; Responsible for assigned areas of patient care	Apr 1/84	15,651	15,966	16,279	16,590	16,905	
	Apr 1/05	16,277	16,605	16,930	17,254	17,581	
NURSING ORDERLY II At least 2 yrs experience	Apr 1/84	16,748	17,100	17,453	17,806	18,159	
	Apr 1/85	17,418	17,784	18,151	18,518	18,885	
NURSING ASSISTANT I Successful completion of recognized course for nursing assistants	Apr 1/84	16,805	17,275	17,745	18,215	18,685	
	Apr 1/85	17,477	17,966	18,455	18,944	19,432	
NURSING ASSISTANT II Certified Nursing Assistant	Apr 1/04	17,082	17,553	18,023	18,492	18,963	
	Apr 1/85	17,765	18,255	18,744	19,232	19,722	
NURSING ASSISTANT III CNA + 4 yrs experience	Apr 1/84	18,492	18,963	19,458	19,935	20,639	
	Apr 1/85	19,232	19,722	20,236	20,732	21,465	
O.R. TECH I CNA + successful completion of O.R. Tech course	Apr 1/84	18,023	18,492	18,963	19,458	19,935	
	Apr 1/85	18,744	19,232	19,722	20,236	20,732	
O.R. TECH II O.R. Tech I + 4 yrs experience	Apr 1/84	18,963	19,458	19,935	20,639	21,288	
	Apr 1/85	19,722	20,236	20,732	21,465	22,140	

	EFFECTIVE	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
WARD AIDE I	Apr 1/84	13,982	14,580	14,881	15,281		
	Apr 1/85	14,541	15,163	15,476	15,892		
WARD AIDE 11	Apr 1/84	15,680	16,078	16,553			
	Apr 1/85	16,307	16,721	17,215			

NOTE 1....New employees will have their previous experience evaluated and will be advised to what extent such service is recognized For salary purposes.

NOTE 2....Employees when reclassified will be placed at the first step of the new scale which provides them with an increase of at least one increment in their old scale.

MEMORANDUM OF AGREEMENT

BETWEEN:

THE COLCHESTER HOSPITAL

- and -

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT  
AND GENERAL WORKERS UNION

The parties agree that those members of the bargaining unit who had previously worked a seven (7) hour day and been given a one (1) hour meal break shall continue to work those same hours up to and including December 31, 1980, notwithstanding the provisions of Article 9.01 (a) of the Collective Agreement.

Commencing on January 1, 1981, all members of the bargaining unit shall be subject to the provisions of Article 9.01 (a) with the sole exception that an employee who, up to December 31, 1980, had a one (1) hour meal period may continue to be granted a one (1) hour meal period providing the effective work day remains at seven and one-half (7½) hours as proscribed in Article 9.01 (a). In such cases, the employee shall be scheduled for an additional half (½) hour of work either at the start or the end of his shift.

An employee who qualifies and who wishes a one (1) hour meal break must make a written request prior to December 1, 1980. Requests submitted after that date will not be considered.

An employee who requests and is granted a one (1) hour meal period and who subsequently revokes his request in favor of a one-half (½) hour meal period forfeits all rights to return to a one (1) hour meal break at a later date.

This Memorandum of Agreement shall be attached to and form part of the Collective Agreement.

DATED at Truro this 28. day of Nov, 1984.

FOR THE UNION

FOR THE HOSPITAL

Heather Archibald

Russ Brown

Bill Bedson

Chester D Sober

Joyce Crosby

Annabelle Rustie