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COLLECTIVE AGREEMENT
BETWEEN
THE HALIFAX INFIRMARY
AND
THE CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS
LOCAL 615
HALIFAX, NOVA SCOTIA

APRIL 1, 1984 TO MARCH 31, 1986

*Duplicate
on file*

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

BETWEEN: THE HALIFAX INFIRMARY, of Halifax, in the County of Halifax and Province of Nova Scotia,

hereinafter referred to as the "Employer"

- and -

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS, respecting certain employees of the Employer, through its Local 615,

hereinafter referred to as the "Union".

PURPOSE

The purpose of this Agreement is to promote and maintain the harmonious relations between the Hospital and its Employees; to define more clearly wages and conditions of employment; to provide an amicable method of settling grievances or differences which may arise from time to time; to promote the mutual interest of the Hospital and Employees; to provide for the carrying on of the operation of the Hospital under methods which will further the safety and welfare of the Employees together with efficiency and economy of operation and the welfare of patients. It is the duty of both parties to cooperate fully both collectively and individually for the promotion of the aforesaid conditions.

ARTICLE I INTERPRETATION AND DEFINITIONS

1.01 For the purpose of this Agreement:

- (a) **Union** means the Canadian Brotherhood of Railway, Transport and General Workers, Local 615.
- (b) **Employer** means the Halifax Infirmary.
- (c) **Employee** means a person who is included in the Bargaining Unit.
- (d) **Bargaining unit** means all the probationary, regular full-time, regular part-time, and temporary employees. The occupational classifications are stated in L.R.B. Order No. 2258.
- (e) **Seniority** for full-time employees shall commence on the date of his or her appointment to a position within the bargaining unit. Employees on unpaid leave of absence shall retain all seniority accrued to the commencement of their leave but shall not earn seniority during the period of their leave. Regular part-time employees shall accumulate seniority pro-rated to the number of hours they work.

- (f) Leave of Absence means leave which is authorized by the Employer.
- (g) Probationary Employee is one who has worked less than three (3) continuous months in the bargaining unit covered by this Agreement.
- (h) Regular Full-Time Employee is one who occupies a permanent position within the bargaining unit and who works the work period prescribed in Clause 11.01 of this Agreement.
- (i) Temporary Employee is one who is employed without the intention of becoming permanent, and who works in excess of ten (10) consecutive working days. A Temporary Employee shall be subject to the provisions of this Agreement except he shall not be entitled to accumulate seniority or receive notice of termination.
- (j) Regular Part-Time Employee is one who is regularly scheduled to work, on an on-going basis in a position in the bargaining unit and who works less than seventy-five (75) hours biweekly. The benefits of this Agreement apply to regular part-time employees on a pro rata basis.
- (k) Casual Employee is one who works in a relief capacity on a day-to-day basis as required. The provisions of this Agreement do not apply to casual employees.

ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Canadian Brotherhood of Railway, Transport and General Workers as the exclusive Bargaining Agent for the occupational classifications listed in the Labour Relations Board Order No. 2258.
- 2.02 The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 RIGHTS AND PROHIBITIONS

- 4.01 The Union shall not sanction, encourage or support financially or otherwise, a strike by its members or any of them during the life of this Agreement.

4.02 The Employer shall not cause a lockout.

ARTICLE 5 PROVISION OF BULLETIN BOARD SPACE

5.01 The Employer shall provide bulletin board space for posting of notices pertaining to Union activities such as elections, appointments, meeting dates, news items, social and recreational affairs.

5.02 The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

ARTICLE 6 INFORMATION

6.01 The Employer agrees to supply the Union with sufficient copies of the Collective Agreement so that the Union may provide one copy for each member of the bargaining unit, and one copy to each new employee who may join the bargaining unit during the term of this Agreement. The Employer agrees to make copies of job descriptions available for perusal by employees at their work locations and a copy will be made available to employees on request.

ARTICLE 7 APPOINTMENT

7.01 Except as provided in Article 7.02, an employee may be appointed to his/her position on a probationary basis for a period not to exceed sixty (60) consecutively scheduled working days.

7.02 This period may be extended by up to sixty (60) additional working days upon notification of same, in writing, to the employee and Union, provided same is done ten (10) working days prior to the completion of the original probationary period.

7.03 The Employer may, after an employee has served in a position on a probationary basis for a period of thirty (30) working days confirm the appointment on a permanent basis.

7.04 The Employer shall, after an employee has served in a position on a probationary basis for a period of sixty (60) working days, except as provided in Article 7.02, confirm the appointment on a permanent basis. In all instances, employees after successful completion of the probationary period will be advised of same in writing.

7.05 The services of probationary employees may be terminated at any time. If the employment of an employee appointed to a position on a probationary basis is to be terminated for reasons other than wilful misconduct or disobedience or neglect of duty, the Employer shall advise the employee, in writing, not less than ten (10) days prior to the date of termination.

- 7.06 Where less notice, in writing, is given than provided for, an employee, terminated in accordance with the provisions of Article 7.05, shall continue to receive his pay for the number of days prior to the date of termination.
- 7.07 An employee employed in a position on a probationary or temporary basis shall be given the reasons for termination, in writing, if he so requests, within the period of notice pursuant to Article 7.05.
- 7.08 A permanent employee whose employment is terminated for any reason and who is reappointed to his former position within a year from the date of such termination may be required to undergo a second probationary period. Under such circumstances, this period shall not exceed forty-four (44) working days.

ARTICLE 8 CHECKOFF

- 8.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the monthly pay of all employees in the bargaining unit except regular part-time employees working less than fifteen (15) hours per week,
- 8.02 The Union shall inform the Employer, in writing, of the authorized deduction of be checked-off for each employee mentioned in Article 8.01.
- 8.03 For the purpose of applying Article 8.01, deductions from the pay of each employee will start with the first full month of employment.
- 8.04 The amounts deducted in accordance with Article 8.01 shall be remitted to the Secretary-Treasurer of the Union, 2300 Carling Avenue, Ottawa, Ontario, K2B 7G1, by cheque, not later than the fifteenth (15th) day of the month following the month for which such deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 8.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 8.06 The Employer shall advise the Union of the appointment or termination of each new probationary, full-time, regular part-time, or temporary employee.

This information shall be forwarded to the Secretary of Local 615 not later than the 20th of each month following the month of such appointments or terminations.

ARTICLE 9 STEWARDS

- 9.01 The Employer acknowledges the right of the Union to appoint employees as Stewards.
- 9.02 The Employer and the Union shall by mutual agreement, determine the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 9.03 It is understood that the Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, employees Will not leave their jobs without giving an explanation for leaving and obtaining their supervisor's permission. Permission will not be unreasonably withheld. The Steward shall report back to his Supervisor before resuming the normal duties of his position.

ARTICLE 10 TIME FOR UNION BUSINESS

- 10.01 Where operational requirements permit, and on reasonable notice, the Employer shall grant leave without pay to employees who are elected:
- (a) as members of the Executive Committee, CBRT & GW, for the attendance at Executive Meetings;
 - (b) as required, delegates to attend Special Conventions;
- Such permission shall not be unreasonably withheld.
- 10.02 The Union shall notify the Employer of the names, including the Department wherein the employee is employed, of the members of the Executive committee.
- 10.03 Up to two (2) members of the Union who are employees of the Hospital shall have their normal salaries maintained while involved in direct negotiations of a collective agreement with Hospital management.
- 10.04 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are:
- (a) called as a witness by the Arbitration Board prescribed by Article 20;
 - (b) meeting with management in joint consultation as prescribed by Article 20.
- 10.05 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to an employee who meets with the Employer in connection with a grievance.

ARTICLE 11 HOURS OF WORK

11.01 The regular hours of work normally shall consist of ten (10) seven and one-half (7½) hour shifts in each bi-weekly pay period, excluding **all** meal periods. Arrangements in variance to the foregoing may be mutually agreed.

No employee **will** be required to work more than seven (7) regularly scheduled days without a rest period of at least two (2) days unless mutually agreed.

11.02 Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift, **and** to avoid excessive fluctuations in hours of work. This does not apply to the employee **who** works overtime, or where there is **an** exchange of shift assignments.

11.03 The Employer agrees to post schedules for shift workers at least two (2) weeks in advance. Once schedules are posted, **the Employer will make every reasonable effort to avoid any changes except as provided in Article 11.04.**

11.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

11.05 The Employer shall provide two (2) rest periods of fifteen (15) minutes during each scheduled shift.

11.06 Where an employee is required to work rotating shifts, days, evening and night duty will be assigned to employees as equally as possible. This does not preclude employees from being continuously assigned to an evening or night shift at their request where such continuing assignment is acceptable to the Employer.

11.07 Meal breaks are for a period of thirty (30) minutes.

11.08 The Employer will ensure one (1) weekend off in every **four** (4) week period **and** where possible one (1) weekend off in every three (3) week period.

ARTICLE 12 OVERTIME AND TRANSPORTATION

12.01 All hours worked in excess of the scheduled work day or work week **will** be compensated at the overtime rate.

12.02 Overtime rates will be paid only when the work has supervisory approval.

12.03 Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees; and,
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

- 12.04 The Union is entitled to consult the Employer or his representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.
- 12.05 Subject to Article 12.06, an employee is entitled to time and one-half ($1\frac{1}{2}$) compensation for each hour of overtime worked.
- 12.06 **An** employee must work at least twenty (20) minutes beyond his normal shift before **being** eligible for overtime compensation.
- 12.07 An employee who is required to work eleven (11) continuous hours will be compensated with a meal voucher redeemable at the Hospital Cafeteria. In instances where, for the employee's convenience, schedules are developed that exceed the provisions of this Article, meal compensation will not apply.
- 12.08 Time worked in excess of seven and one-half (7 $\frac{1}{2}$) hours per day or seventy-five (75) hours in a bi-weekly pay period shall 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 straight time rates for all hours worked in excess of eleven and one-half (11 $\frac{1}{2}$) continuous hours in any one day.
- 12.09 In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half ($\frac{1}{2}$) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.
- 12.10 Compensation for overtime shall 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 overtime hours worked at time and one-half.
- 12.11 Subject to 12.10, an employee shall be paid all overtime compensation within three (3) weeks of working the overtime.
- 12.12 Transportation - Effective on the date of the signing of this Agreement, an employee who is required to work overtime between the hours of midnight (2400) hours and 0600 hours and is required to travel a reasonable distance shall be entitled to a transportation allowance of **Five Dollars (\$5.00)**, or if he uses his own vehicle, **Twenty-one Cents (\$.21)** per kilometer up to a maximum of **Five Dollars (\$5.00)**.

ARTICLE 13 VACATIONS

- 13.01 Full-time employees shall be entitled to receive annual vacation leave with pay:
- (a) during his first sixty (60) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; and,
 - (b) after sixty (60) months of service at the rate of one and one-quarter (1 1/4) days for each month of service plus one (1) additional day for each year of service after five (5) years of service to a maximum of twenty (20) days;
 - (c) after two hundred sixteen (216) months of service at the rate of two and one-twelfth (2 1/12) days for each month of service.
- 13.02 The vacation year shall be June 1 to May 31, inclusive.
- 13.03 If at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased or decreased to the nearest one-half (1/2) day.
- 13.04 An employee shall be granted vacation leave at such time during the year as the Employer determines.
- 13.05
- (1) Except as otherwise provided in the Agreement, vacation entitlement shall be used within the vacation year following that in which it was earned. The employee shall advise the Employer, in writing, of his vacation preference as soon as possible for the following vacation year, but before May 1 in each year to be eligible for seniority preference provided in Article 13.05 (2).
 - (2) Preference in vacation schedule shall be given to those employees with greatest seniority within the work unit.
 - (3) Preference for vacation according to seniority shall be exercised once when vacation is taken in more than one segment.
 - (4) If the Employer unilaterally cancels an employee's vacation which it has previously approved, and such cancellation results in that employee forfeiting a deposit on a vacation package, the Employer will reimburse the employee for the lost deposit, providing the employee can show proof of such loss and that he has done everything reasonably possible to eliminate or reduce that loss. In addition, the employee must advise the Hospital that a potential claim exists at the time the hospital proposes to change the vacation.

- 13.06 Subject to operational requirements, the Employer shall make every reasonable effort to ensure that ~~a~~ employee's written request for vacation leave is approved. Where, on scheduling vacation leave, the Employer is unable to comply with the employee's request, the Employer or delegated official **shall:**
- (a) give the reason for disapproval, if requested; and,
 - (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.
- 13.07 Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference for a period of up to two (2) continuous weeks shall be given to the employee with the greatest seniority. Preference for vacation, according to seniority, shall be exercised once when the holidays are taken in more than one (1) segment.
- 13.08 Where operational requirements permit, the Employer shall **make** every reasonable effort to grant to an employee his request to enjoy his vacation entitlement in a single, unbroken period of leave.
- 13.09 Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days, may, with the consent of the Employer, be carried over to the following vacation year, but shall lapse if not used before the close of that vacation year. Requests for carry-over entitlement shall be made, in writing, by the employee to the Employer not later than March 31st of the year in which the vacation is earned, provided however, that the Employer may accept a shorter period of notice of the request.
- 13.10 An employee, with the approval of the Employer, may be granted permission to carry over a maximum of Five (5) days of his vacation leave which must be taken in the next year, if in the opinion of the Employer it will not interfere with the efficient operation of the Department.
- 13.11 With the approval of the Employer, an employee who has been employed for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year if **earned**.
- 13.12 An employee, upon his separation shall be compensated for vacation leave to which he is entitled.
- 13.13 An employee is entitled to **be** informed, upon request, of the balance of his vacation leave with pay credits.
- 13.14 No employee will be recalled from vacation except for extreme emergencies.

13.15 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.

In instances where an employee is hospitalized and on vacation, accumulated sick leave may be substituted for the period of hospitalization upon application by the employee and proof of hospitalization.

13.16 Except in cases of extreme emergency, approved vacation will be rescheduled only by mutual agreement and, insofar as such change does not disrupt any other employee's scheduled vacation.

ARTICLE 14 HOLIDAYS

14.01 Eleven paid holidays shall be granted as follows:

- | | |
|--------------------|----------------------|
| (a) New Year's Day | (f) Labour Day |
| (b) Good Friday | (g) Thanksgiving Day |
| (c) Easter Monday | (h) Remembrance Day |
| (d) Victoria Day | (i) Christmas Day |
| (e) Dominion Day | (j) Boxing Day |

(k) Halifax Natal Day OR Dartmouth Natal Day

(l) Employees who are scheduled to work and report for duty on December 24 and are required to work beyond 12 NOON shall be compensated for all hours of their regular shift worked after 12 NOON to a maximum of four (4) hours at the employee's overtime rate.

(m) any other day or part of a day declared by the Province to be a holiday for government employees throughout the Province or in the Halifax Metropolitan area.

14.02 In order that an employee may qualify for holiday benefits, he must have worked his 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 absent on a holiday because of a bona fide illness or injury shall be eligible for the holiday benefits provided that the illness or injury is reported to, verified and authorized by the Head of the Department, or his supervisor.

14.03 When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on either:

- (a) the working day immediately following his day of rest; or,
- (b) another mutually acceptable day between the Employer and the employee; or,
- (c) the day following the employee's annual vacation.

14.04 Where a day that is a designated holiday for an employee as defined in Article 14.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

14.05 Compensation for Work on a Holiday - Where an employee's regularly scheduled day of work falls on the calendar date as defined in Article 14.01, he will receive compensation equal to two and one-half (2½) times his regular rate of pay as follows:

- (a) compensation at one and one-half (1½) times his regular rate for the hours worked on the holiday; and,
- (b) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

Employees shall be eligible for compensation under this Article only for those shifts for which the majority of hours worked are on the calendar date of a statutory holiday.

14.06 Where time off with pay in lieu of the holiday has not been granted in accordance with Article 14.05 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

14.07 Where an employee is required to work on a paid holiday, which was a scheduled day off, as defined in Article 14.01, he will receive compensation equal to three (3) times his regular rate as follows:

- (a) compensation at double (2) times his regular rate for the hours worked on the holiday; and,
- (b) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

14.08 Where time off with pay in lieu of the holiday has not been granted in accordance with Article 14.07 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

14.09 For each twenty-three and one-half (23½) days worked (176.25 hours) regular part-time employees will receive one (1) day (7.5 hours) statutory holiday pay.

ARTICLE 15 SPECIAL LEAVE

- 15.01 (a) The Employer, in any one year, may grant special leave with pay or without pay, for such a period as it deems circumstances warrant.
- (b) Leave-of-absence without pay in excess of ten (10) days in a month shall preclude that month from the calculation of seniority, and benefits shall not accrue during such leave without pay.

Bereavement Leave

- 15.02 (a) If a death occurs in the immediate family of an employee when said employee is at work, then said employee shall be granted compassionate leave with pay for the remainder of his tour of duty for that day.

- (b) If a death occurs in the immediate family of an employee, said employee shall be granted five (5) days leave -of-absence effective midnight following the death and shall be paid for tours of duty the employee would be normally scheduled to work during the five (5) days' leave.

Immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, step child or ward of the employee, and a relative permanently residing in the employee's current household or with whom the employee permanently resides.

Full-time employees shall be entitled to special leave with pay up to a maximum of one (1) day in the event of death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

In addition to the above, an employee may be granted up to two (2) days for travel, and shall be paid for those travel day(s) which are not regularly scheduled days of rest.

In cases where extraordinary circumstances prevail, the Employer may grant special leave for bereavement in addition to the above as he determines necessary.

The above entitlement is subject to the proviso that proper notification is made by the employee to the Employer.

Court Leave

15.03 Leave-of-Absence with pay shall be given to every employee, other than an employee on leave-of-absence without pay, or under suspension, who is required:

- (a) to serve on a jury; or,
- (b) by subpoena or summons to attend as a witness in any proceeding held:
- (i) in or under the authority of a court;
 - (ii) before an arbitrator or umpire or a person or **body** of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or,
 - (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

15.04 Any employee given leave-of-absence with pay to serve on a jury pursuant to Article 15.03 shall have deducted from his salary an amount equal to the amount that the employee receives for such jury duty.

Maternity Leave

- 15.05 (a) The Employer shall not terminate the employment of an employee who has been an employee for one (1) year or longer because of her pregnancy, but the Employer before or after the commencement of the period referred to in Article 15.05 (b) may require the employee to commence maternity leave, at a time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- (b) Upon written application of a pregnant employee, made at least eight (8) weeks prior to the expected date of delivery, the employee shall be granted a leave-of-absence without pay to a maximum period of twenty (20) weeks from the date the leave-of-absence commenced.
- Such application shall be supported by a certificate from a legally qualified medical practitioner stating the expected date upon which, in his opinion, delivery will occur.
- (c) An employee shall not work and the Employer shall not cause or permit her to work for at least six (6) weeks after the date of delivery or for a shorter or longer period, that in the opinion of a legally qualified medical practitioner is sufficient.
- (d) Where an employee reports for work upon the expiration of the period referred to in Article 15.05 (c), she shall resume work in the same classification and with the same employment status she held prior to the commencement of the maternity leave, with no loss of seniority or benefits accrued to the commencement of the maternity leave. The Employer will make every reasonable effort: to return an employee to her former work unit.
- (e) For the purpose of Article 15.05 (a), an employee shall produce, when so requested by the Employer the certificate referred to in Article 15.05 (b).
- (f) Illness of an employee arising out of or associated with her pregnancy prior to the commencement of maternity leave granted in accordance with Article 15.05 (b), may be granted in accordance with the provisions of Article 16.

Leave for Emergency

- 15.06 An employee shall be granted leave-of-absence with pay up to two (2) days for a critical condition which requires his personal attention resulting from an emergency (flood, fire, etc.), which cannot be serviced by others or attended to by the employee at a time when he is normally off duty.

Leave for Birth of Child

- 15.07 On the occasion of the birth of his child, a male employee shall be granted special leave with pay up to a maximum of one (1) day during the confinement of his wife. The leave may be divided into two (2) periods and granted on separate days.

Leave for Family Illness

- 15.08 In the case of illness of a member of an employee's immediate family, meaning husband, wife, son, daughter, father or mother, who permanently resides with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his Employer, leave with pay of up to three (3) days in any calendar year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulation as provided in Article 16. The Employer may require proof of the need of such leave as he considers necessary.

Leave for Appointment

- 15.09 Employees shall be allowed paid leave of absence up to three (3) days per annum in order to engage in personal preventive medical and dental care. This shall be deducted from the employee's sick leave.

Education Leave

- 15.10 An employee may be granted leave-of-absence with pay for the purpose of taking continuing education where such education is required in order to maintain the employee's professional status; and, where the maintenance of such status is required by the Employer and where such education cannot be taken outside normal working hours, such permission shall not be unnecessarily withheld.

In addition, the Employer may grant education leave for varying periods for training which will enable the employee to fill his present position more adequately, or to undertake studies in some field in which training is needed in order to provide a service which the Employer requires or is planning to provide.

In such instances, reimbursement will be governed by regulations in the Personnel Education Program

Subject to operational requirements, the Employer agrees to allocate education leave on an equitable basis among readily available qualified employees.

Adoption Leave

- 15.11 In accordance with the provisions of the Nova Scotia Labour Standards Code, leave without pay for five (5) days shall be granted on the adoption of a child under five years of age. Additional weeks, up to a maximum of four (4) shall be granted where requested.
- 15.12 **Except in emergencies, requests for leave of absence without pay shall be made in writing, stating the reason for and the expected duration of the leave. Where possible, such application must be submitted to the Hospital at least four (4) weeks prior to the commencement date of the leave requested. Such requests will be considered on their individual merit in conjunction with the operating needs of the Hospital, but shall not be unreasonably denied.**

ARTICLE 16 SICK LEAVE

- 16.01 (a) Employees shall be entitled to accumulate sick leave credits at the rate of two and one-half ($2\frac{1}{2}$) days per calendar month of continuous service. No sick leave will be granted during the first three (3) months of employment, but after three (3) months' service, an accumulation of seven and one-half ($7\frac{1}{2}$) days sick leave will be credited to each employee.
- (b) Sick leave credits shall be cumulative to a maximum of three hundred (300) days.
- 16.02 An employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Employer has reason to believe an employee is misusing sick leave privileges, the Employer may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.
- 16.03 The pay of an employee who is in receipt of compensation from the Workmen's Compensation Board of Nova Scotia arising from the same incapacity for which sick leave or special leave is granted shall be reduced by the amount paid by the Workmen's Compensation Board.
- 16.04 When the employment of an employee who has been granted more sick leave with pay than he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.
- 16.05 An employee is entitled to be informed, upon request, of the balance of his sick leave with pay credits.

- 16.06 An employee may be granted sick leave with pay when he is unable to perform his duties because of illness or injury, provided that he satisfies the Employer or delegated official of this condition in such manner and at such time as may be determined by the Employer, and provided he has the necessary sick leave credits.
- 16.07 Without detracting from the existing rights and obligations of the parties, recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.
- 16.08 Employees with perfect attendance will be commended in writing on a calendar year basis.

ARTICLE 17 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 17.01 A review of each employee's performance shall be made at twelve-month intervals. Employees shall be given a copy of their review form or a letter giving the results of the review.
- 17.02 The Employer agrees not to introduce, as evidence, in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- 17.03 Employees may review their employee file upon request and with reasonable notice given in view of staffing availability in the Personnel Department at the time of the request.

ARTICLE 18 DISCIPLINE AND DISCHARGE

- 18.01 No employee who has completed his probationary period shall be disciplined except for just and sufficient cause.
- 18.02 Where an employee is disciplined by suspension, without pay or by discharge, the Employer shall, within two (2) weeks of the suspension or discharge notify the employee, in writing, by registered mail or by personal service, the reason for the suspension or discharge.

ARTICLE 19 NOTICE OF LAYOFF AND RESIGNATION

- 19.01 The Employer shall not lay-off employees other than temporary and probationary employees without having given at least thirty (30) days notice in writing except lay-offs resulting from withdrawal of services at which time as much notice as possible will be given. (Probationary employees - see 7.05).
- 19.02 Except in the case of a withdrawal of services where less notice in writing is given than provided in Article 19.01, the employee shall continue to receive his pay for the number of days for which he was required to be in receipt of such notice.

- 19.03 If an employee desires to terminate his employment, he shall forward a letter of resignation to the Department Head or delegated official not less than ten (10) working days prior to the effective date of termination, provided however, that the Department Head or delegated official may accept a shorter period of notice.
- 19.04 An employee who fails to give the notice required by Article 19.03, unless in cases of emergency, shall be struck from the payroll effective the date he absents himself without leave.
- 19.05 (a) An employee who is absent from his employment without permission for five (5) consecutive days shall be deemed to have resigned his position effective the first day of his absence.
- (b) An employee may be reinstated if he establishes to the satisfaction of the Employer that his absence arose from a cause beyond his control, and it was not possible for the employee to notify the Department of the reason for his absence.

ARTICLE 20 GRIEVANCE; AND ARBITRATION PROCEDURE

- 20.01 An employee(s) who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer shall first discuss the matter with his immediate supervisor in charge. The employee(s) may have a Steward present if so desired.

The supervisor shall answer the dispute within three (3) working days of the discussions unless the Union agrees to extend this time limit.

When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.

- 20.02 The Union will appoint and the Employer will recognize a Committee of Shop Stewards, one from each department, all regular employees of the Employer which shall be known as the Grievance Committee, to deal with all complaints and grievances. Members of this Committee with any changes therein shall be made known to the Hospital and the Employer will notify the Union of the names of Department Heads or Supervisors responsible for handling complaints and Grievances and any changes in these names.
- 20.03 Alleged complaints and grievances shall be dealt with in the following manner:

Step 1: The aggrieved employee or employees, with a member of the Grievance Committee shall first discuss the complaint with the Department Head within three (3) working days following the discussion provided in Article 20.01.

Step 2: If the alleged complaint or grievance is not settled within three (3) working days from notification of Department Head, the complainant (or the Union, if a General Grievance) shall forthwith refer the grievance, in writing, to the Hospital Administrator or his representative. The Hospital Administrator or his representative shall then give his decision, in writing, to the Grievance Committee not later than seven (7) working days following the presentation to him of the written grievance.

Step 3: If the grievance **has** not been settled under Step 2 above, the grievor(s) may submit the matter to arbitration giving to the other party written notice within an additional period of fifteen (15) working days.

20.04 The matter may then be referred to a sole Arbitrator appointed by mutual consent or to an Arbitration Board of three (3) members, one appointed by the Union, one appointed by the Employer, 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 for the Province of Nova Scotia. The decision of the sole arbitrator, or the decision of the majority of the Arbitration Board shall be binding upon both parties.

20.05 It is agreed that the Union representative or his deputy may act **as** a member of the Grievance Committee at the request of either party.

20.06 (a) In determining any grievance arising out of a discharge or other discipline, the Board of Arbitration, or sole Arbitrator, may dispose of the claim **affirming** the Employer's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the grievor to his **former** position with or without compensation, or in such other manner, as may, in the opinion of the Board of Arbitration or sole Arbitrator, be equitable.

(b) The Arbitration Board or sole Arbitrator shall not have the power to alter, amend or modify any of the provisions of this Agreement.

20.07 The Employer **and** the Union agree to bear an equal share of any expenses incurred on account of the third member of any Arbitration Board or a sole Arbitrator set **up** pursuant to the provisions of Article 20.04.

- 20.08 (a) If the Union or the Employer alleges a breach or violation of this Agreement, the respect or respects of which it is alleged that the Agreement **has** been violated shall be indicated promptly to the Hospital and/or the Grievance Committee. The matter shall be then regarded as a grievance and dealt with under the grievance procedure commencing at Step 2.
- (b) Grievances arising out of dismissal shall state, in writing, the grounds of the objection to the dismissal.
- (c) If an employee feels that he has a Grievance, he shall report the matter to the Employer in the manner outlined in Article 20.03 above, but pending settlement he shall perform his duties faithfully.
- 20.09 It is agreed that there shall be no slowdown, curtailment of work, strike, or lockout during the term of this Agreement.

ARTICLE 21 JOINT CONSULTATION

- 21.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest **including technological change.**

ARTICLE 22 RETIREMENT ALLOWANCE

- 22.01 Effective January 1, 1976, an employee who is retired because of age, or mental or physical incapacity, 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.

- 22.02 Where an employee dies **and** he would have been entitled to receive a Retirement Allowance, such allowance shall be paid:
- (a) to his beneficiary; or,
 - (b) to his estate if there is no such beneficiary.
- 22.03 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 23 PENSION PLAN AND GROUP LIFE INSURANCE

- 23.01 The Hospital will continue the pension and insurance plans.
- 23.02 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 24 SAFETY AND HEALTH

- 24.01 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 expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.
- 24.02 In the interests of the occupational safety and health of employees, the Employer will undertake an in-service program of first-aid training aimed at providing a first aid officer for all major areas.
- 24.03 The Employer shall provide an area, equipped with first-aid kit, for the use of employees taken ill during working hours.
- 24.04 An employee who is required to work at a Video Display Terminal (VDT) for fifty percent (50%) or more of the normal work week shall be entitled to have his/her eyes examined by an Ophthalmologist of the Nova Scotia Eye Centre prior to operating such equipment and once per year thereafter. The Employer shall pay the costs of such examinations or tests.
- 24.05 A pregnant VDT operator may request a job reassignment for the period of pregnancy by forwarding a written request to her immediate supervisor along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of request the Department Head will give consideration to such request.

ARTICLE 25 CALL BACK AND CALL IN

25.01 When an employee is recalled to work outside his scheduled working hours, he shall be paid for not less than four (4) hours at straight time rate notwithstanding that he works less than four (4) hours. It is understood that the fourth hour shall be offered in lieu of traveling expenses.

ARTICLE 26 TECHNOLOGICAL CHANGE

26.01 In the event of technological change or other changes causing job elimination, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

If a reduction in the working force is to be made, the Employer will give every consideration to employees of long service.

Re-engagements are made on merit as determined by the Employer. Other things being equal, the employee with the most service will be given the first consideration.

26.02 (a) The joint committee shall meet as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 26.08.

(b) The joint committee shall be responsible for:

- (1) defining problems,
- (2) developing viable solutions to such problems;
- (3) recommending the proposed solution to the Employer.

26.03 The Employer will provide the joint committee with as much notice as reasonably possible of *expected* redundancies, reorganizational plans and technological change.

26.04 For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees.

26.05 The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services to the public.

26.06 The employer will give the Union written notice of technological change at least two (2) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

26.07 Where retraining of employees is necessary, it shall be provided during normal working hours where possible.

- 26.08 An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.
- 26.09 Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to lay off an employee(s).

ARTICLE 27 JOB POSTING AND SELECTION

- 27.01 When a new position or vacancy is created within the Bargaining Unit, the Employer shall post for five (5) working days a notice of such new position or vacancy on a Bulletin Board where employees in the Bargaining Unit work.
- 27.02 In making staff changes, primary consideration shall be given to fitness, ability and qualifications to perform the required duties. When fitness and ability are relatively equal, seniority shall prevail.
- 27.03 The successful applicant for promotion to a new or vacant position shall be placed on probation for forty-four (44) working days in the new classification.
- If the successful applicant proves unsatisfactory in the net position during the aforementioned trial period, he shall be returned to his former or a similar position and salary, without loss of seniority, and any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his same or similar position and salary, without loss of seniority. Conditional on satisfactory performance of duties, such trial promotions shall become permanent after the period of forty-four (44) working days.
- 27.04 When the employee-applicant with the greatest length of service is not to receive the position, the reason will be explained to the employee, if requested.
- 27.05 The Employer agrees to post a seniority list within thirty (30) 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 28 SHIFT PREMIUM

- 28.01 Commencing on the date of the signing of the Agreement, an employee shall receive a shift premium of **Two Dollars and Fifty-Five Cents (\$2.55)** per shift for all complete shifts worked, including overtime shifts worked, on shifts, half or more of the hours of which are regularly scheduled between 1800 and 0600 hours.

ARTICLE 29 PAY

- 29.01 The rates of pay contained in Appendix "A" form part of this Agreement.
- 29.02 Subject to subsections (3) and (4), the rate of compensation of a person upon appointment shall be the minimum rate prescribed for the class to which he is appointed.
- 29.03 The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.
- 29.04 Subject to subsection (6) and (7), the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the employee before the promotion.
- 29.05 The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 29.04, if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.
- 29.06 The rate of compensation of an employee upon promotion may be at a rate lower than the minimum rate prescribed for the class, if in the opinion of the Employer, the person to be promoted has qualifications less than the minimum requirements for the position, until such qualifications or experience are obtained.
- 29.07 The rate of compensation of an employee upon demotion to a position in a lower pay range shall be at the next lowest rate or the maximum of the new class, whichever is lesser, than that received by the employee before the demotion. In the event the demotion is the result of closure of the position, the employee shall be placed in a holding position at his current rate of pay until such time as his position or an equivalent is reinstated.
- 29.08 The anniversary date of an employee shall be the first day of a month in which employment occurs if the employee reported for duty during the first fifteen (15) calendar days of the month in which he was employed, or the first day of the following month if the employee reported for duty later than the fifteenth (15th) calendar date of the month. The anniversary date will only change if:
- (a) he is reclassified at which time the date of reclassification becomes his new anniversary date; or,

(b) the employee has been on leave of absence without pay, for a period in excess of thirty (30) consecutive days, in which case the employee's anniversary date **will** be moved forward by the amount of time which the employee was on leave without pay.

- 29.09 Where an employee is recommended for a reclassification which falls on his anniversary date, the employee's salary shall be adjusted first by the implementation of his annual increment, provided he is recommended and an increment is available in his present pay range, and on the same date, his salary shall be adjusted upward to comply with the provisions of Article 29.05 and 29.06.
- 29.10 The Employer, except **as** provided in Article 29.11, on the recommendation of the Head of the Department, may grant an increment for meritorious service after an employee has served for a period of twelve (12) months following the first day of the month established in Article 29.09 or twelve (12) months following the date of a change in his rate of compensation as established in Articles 29.04, 29.05, 29.06 or 29.07.
- 29.11 The Employer **may** grant an increment for meritorious service after an employee has served for ~~E~~ period of at least **six** (6) months following the first day of the month established in Article 29.09.
- 29.12 When an increase provided for in Article 29.10 is withheld, the reason for withholding shall be given to the employee, in writing, by the Employer.
- 29.13 When an increase provided for in Article 29.10 is withheld, the increase may be granted by any subsequent first day of any month after the anniversary date upon which the increase was withheld.
- 29.14 Increases negotiated in this Agreement shall be implemented on a ~~step-for-step~~ basis; that is, an employee in the third step of any pay range **shall** be placed in the third step of the corresponding new pay range.
- 29.15 Effective from the date of signing of this Agreement, where an employee is designated to perform for a temporary period in excess of ten (10) consecutive **days**, the principal duties of a higher position, he shall receive payment of acting pay, including the ten (10) days, equivalent to two (2) increment steps higher than **his** existing rate of pay, provided that in no case **shall** the rate for that period exceed the rate of the employee in the higher position who is replaced.

ARTICLE 30 TEMPORARY EMPLOYEES

- 30.01 **Temporary** employees shall be subject to the provisions **of** this Agreement except **that** they shall not be entitled to accumulate seniority.

If a temporary employee becomes a regular full-time or regular part-time employee without a break in service, the first day of employment for the purpose of the Agreement shall be the first day he/she was last employed on a temporary basis.

ARTICLE 31 COWENSATION FOR INJURY ON DUTY

- 31.01 An employee injured while on duty for the Employer shall be placed on special leave with pay.
- 31.02 An employee receiving compensation benefits under the Workers' Compensation Act for injury on the job shall receive the difference between his regular pay and the benefits that are paid by the Workers' Compensation Board during his period of temporary disability.
- 31.03 Article 31.02 only applies when an employee has sick leave credits. Sick leave credits will be deducted at the rate of one-quarter (1/4) day off each day off duty due to injury for which the employee is in receipt of Workmen's Compensation. When an employee's sick leave credits have been used, the employee will receive only the entitlement under the Workmen's Compensation Act.
- 31.04 An employee who ceases to be an employee and suffers a recurrence of a disability resulting from an injury on the job while in the employ of the Halifax infirmary will receive benefits in accordance with the provisions of the Workmen's Compensation Act.

ARTICLE 32 UNIFORMS

- 32.01 Where the Employer requires an employee to wear a uniform, such uniform shall be supplied by the hospital,

ARTICLE 33 PORTABILITY OF BENEFITS

- 33.00 In the case that active treatment hospitals are phased out, or changed to health facilities other than active treatment and where hospitals amalgamate service with a consequent displacement of employees of the bargaining unit, such employees who transfer without a break in service from one hospital to another with the approval of both hospitals concerned shall:
- a) have sick leave credits accumulated in the first hospital recognized in the second hospital;
 - b) have years of service for vacation entitlement earned in the first hospital recognized in the second hospital;
 - c) have salary increment step attained in the first hospital portable to the second hospital.

ARTICLE 34 PROHIBITION OF DISCRIMINATION

34.01 The Hospital and the Union agree that there shall be no discrimination with respect to any employee by reason of race, colour, creed, national origin, political or religious affiliation, sex or marital status, physical appearance, residence or by reason of membership or activity in the Union.

Sexual harrasment will not be condoned. Any Hospital employee who engages in sexual harrasment may be disciplined.

A claim of sexual harrasment can be dealt with under the grievance procedure.

ARTICLE 35 TERM OF AGREEMENT

35.01 This Agreement shall be in effect for a term beginning from April 1, 1984, to March 31, 1986, and shall be automatically renewed thereafter for successive periods of twelve (12) months or more unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

Retroactivity - Wages and overtime shall be retroactive to April 1, 1984. All other items shall be effective on the date of signing of 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 this Agreement shall have thirty (30) days in which to apply for retroactive wages.

IN WITNESS WHEREOF the parties have executed this Agreement the 3rd
day of October, A.D., 1984.

SIGNED, SEALED AND DELIVERED
in the presence of:

ON BEHALF OF THE EMPLOYER

Witness [Signature]

BY PO [Signature]

Witness _____

AND [Signature]

ON BEHALF OF THE CANADIAN
BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL
WORKERS, LOCAL 615

[Signature]
Witness

BY Charles A. Moulton

Deborah J. Ward
Witness

AND [Signature]

Minnie Daniels
Witness

AND Barbara MacTae

HALIFAX INFIRMARY...APPENDIX A
2.23/C

	EFFECTIVE	START	AFTER 6 MOS	AFTER 1 YEAR	AFTER 18 MOS	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
PBX RECEPTIONIST I	Apr 1/84	13,727	13,927	14,231	14,633	14,833		
FILM FILE CLERK I	Apr 1/85	14,276	14,484	14,800	15,218	15,426		
MAIL CLERK								
PBX RECEPTIONIST II	Apr 1/84	15,237		15,640		16,042	16,446	
FILM FILE CLERK II	Apr 1/85	15,846		16,266		16,684	17,104	
OFFICE CLERK I	Apr 1/84	13,826	14,231	14,633	15,036	15,237		
CLERK TYPIST I	Apr 1/85	14,379	14,800	15,218	15,637	15,846		
WARD CLERK I								
MEDICAL RECORDS CLERK I								
OFFICE CLERK II	Apr 1/84	15,640		16,042		16,446	16,848	17,153
CLERK TYPIST II	Apr 1/85	16,266		16,684		17,104	17,522	17,839
WARD CLERK II								
MEDICAL RECORDS CLERK II								
STENO I	Apr 1/84	14,231	14,633	15,036		15,437	15,640	
ADMITTING CLERK I	Apr 1/85	14,800	15,218	15,637		16,054	16,266	
STENO II	Apr 1/84	15,783		16,184		16,587	16,990	17,392
ADMITTING CLERK II	Apr 1/85	16,414		16,831		17,250	17,670	18,088
PURCHASING CLERK I								
STENO III	Apr 1/84	16,587		16,990		17,392	17,795	18,200
PURCHASING CLERK II	Apr 1/85	17,250		17,670		18,088	18,507	18,928
SECRETARY I	Apr 1/84	16,990		17,392		17,795	18,200	18,602
SR. ACCOUNTING CLERK	Apr 1/85	17,670		18,088		18,507	18,928	19,346

Progression in job categories that span more than one salary range will be on the basis of satisfactory performance in the lower category

MEMORANDUM OF AGREEMENT

Between

THE HALIFAX INFIRMARY

AND

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND
GENERAL WORKERS, LOCAL 615

The parties hereto agree to the implementation of a twelve (12) hour shift in Nursing Service.

The parties agree to modify the Collective Agreement for employees working twelve (12) hour shifts. The clauses noted below shall replace their numbered equivalents in the Collective Agreement and all other provisions shall apply.

11.01 The regular hours of work normally shall consist of a combination of seven and one-half (7.5) and eleven and one-quarter (11.25) hour shifts, excluding all meal periods, averaging seventy-five hours in each biweekly pay period. Arrangements in variance to the foregoing may be mutually agreed.

No employee will be required to work more than three (3) regularly scheduled consecutive twelve (12) hour shifts between days off, or more than four (4) consecutive shifts if twelve (12) hour shifts are combined with eight (8) hour shifts.

The eleven and one-quarter (11.25) hour shift shall be exclusive of forty-five (45) minutes, one-third (1/3) of which shall be used in conjunction with one (1) paid fifteen (15) minute period to become a second designated meal break. This eleven and one-quarter (11.25) hour shift shall include a second paid designated fifteen (15) minute rest break.

11.02 Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift, and to avoid excessive fluctuations in hours of work. This does not apply to the employee who works overtime, or where there is an exchange of shift assignments.

12.07 An employee who is required to work fifteen (15) continuous hours will be compensated with a meal voucher redeemable at the Hospital Cafeteria.

- 12.08 Time worked in excess of the regularly scheduled shift shall be counted as overtime and shall be compensated for by the Employer granting to the employee pay at the rate of time and one-half ($1\frac{1}{2}X$) for the overtime worked. An employee shall be paid two times (2X) straight times rates for all hours worked in excess of fifteen and one-quarter (15.25) continuous hours in any one day.
- 13.01 Full-time employees shall be entitled to accumulate annual vacation leave with pay:
- (a) During his first sixty (60) months of service at the rate of one and one-quarter (1.25) days (9.375 hours) for each month of service; and
 - (b) after sixty (60) months of service at the rate of one and one-quarter (1.25) days (9.375 hours) for each month of service plus one (1) additional day (7.5 hours) for each year of service after five (5) years to a maximum of twenty days;
 - (c) after two hundred sixteen (216) months of service at the rate of two and one-twelfth ($2\frac{1}{12}$) days (15.625 hours) for each month of service to a maximum of twenty-five (25) days (187.5 hours).
- 14.03 When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay (7.5 hours) on:
- (a) the working day immediately following his day of rest; or
 - (b) another mutually acceptable day between the Employer and the employee; or,
 - (c) the day following the employee's annual vacation.
- 14.05 Where an employee's regularly scheduled eleven and one-quarter (11.25) hour shift falls on the calendar date of a holiday as defined in Article 14.01, he will receive compensation equal to:
- (a) one and one-half ($1\frac{1}{2}$) times his regular rate for the hours worked on the holiday; and
 - (b) time off with pay in lieu of the holiday (7.5 hours) at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

Employees who are not scheduled to work on a statutory holiday as defined in Article 14.01 will receive 7.5 hours holiday pay.

- 14.06 Where time off with pay in lieu of the holiday has not been granted in accordance with Article 14.05 (b), compensation shall be granted at the employee's regular rate of pay for seven and one-half (7.5) hours.
- 14.07 Where an employee is required to work on a paid holiday as defined in Article 14.01 which was a scheduled day off, he will receive compensation equal to:
- (a) two (2) times his regular rate for the hours worked on the holiday; and
 - (b) time off with pay in lieu of the holiday (7.5 hours) at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.
- 14.08 Where time off with pay in lieu of the holiday has not been granted in accordance with Article 14.07 (b), compensation shall be granted at the employee's regular rate of pay for seven and one-half (7.5) hours.
- 15.08 In the case of illness of a member of a full-time employee's immediate family, meaning husband, wife, son, daughter, father or mother, who permanently resides with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his Employer, leave with pay up to twenty-two and one-half (22.5) hours (equivalent to three 7.5 hour shifts) in any calendar year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulation as provided in Article 16. The Employer may require proof of the need of such leave as he considers necessary.
- 15.09 Full-time employees shall be allowed paid leave of absence up to twenty-two and one-half (22.5) hours per annum (equivalent to three 7.5 hour shifts) in order to engage in personal preventive medical and dental care. This shall be deducted from the employee's sick leave accumulation.
- 16.01 (a) Full-time employees shall be entitled to accumulate sick leave credits at the rate of two and one-half (2.5) days (18.75 hours) per calendar month of continuous service. No sick leave will be granted during the first three (3) months of employment, but after three (3) months' service, an accumulation of seven and one-half (7.5) days (56.25 hours) sick leave will be credited to each employee.
- (b) Sick leave credits shall be cumulative to a maximum of three hundred (300) days (2,250 hours).

28.01 Commencing on the date of the signing of this Agreement an employee shall receive a shift premium of three dollars and eighty-three cents (\$3.83) per shift for all complete twelve (12) hour shifts worked, including overtime shifts worked, half or more of the hours of which are regularly scheduled between 1800 and 0600 hours.

This Memorandum of Agreement shall remain in effect unless one party gives to the other party sixty (60) calendar days' notice of its intention to terminate the agreement. After such sixty (60) days' notice, this Agreement shall become null and void and the provisions established in the Collective Agreement shall apply.

The parties further agree that, during the sixty (60) day notification period, the parties will meet to discuss the reasons for termination of this Memorandum of Agreement and to determine if other mutually acceptable arrangements can be made.

DATED this 3rd day of October, 1984.

FOR THE UNION

Charles A. Moulton

[Signature]

[Signature]

[Signature]
Witness

Wilborn J. Ward
Witness

Norman Caroll
Witness

FOR THE HOSPITAL

[Signature]

[Signature]

[Signature]
Witness

Witness

Witness