

COLLECTIVE AGREEMENT

BETWEEN:

**Musquodoboit Valley Home for Special Care Association
(Braeside)**

(Hereinafter called the "Employer")

(Party Of the First Part)

- *AND* -

**International Association of Machinists and Aerospace Workers,
District Lodge 140**

(Hereinafter called the "Union")

(Party Of the Second Part)

November 1, 2006 – October 31, 2009

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ARTICLE 1 - PREAMBLE

1.01 Both parties to this Agreement recognize that:

- (a) the common object of the Employer and employees is the rendering of the highest standard of care possible to the residents of the Home within the bounds of resources available;
- (b) a relationship of goodwill, respect and dignity is essential between the Employer, the employees and the residents;
- (c) at all times and under all circumstances the primary, chief and main consideration of the parties is the welfare of the residents;
- (d) in the implementation of this Agreement due consideration must be given to the interest of all parties directly or indirectly affected or concerned;
- (e) the ultimate goal of the parties is to provide a comfortable and happy home for residents, a work place where there is professionalism, mutual respect and a peaceful and cooperative atmosphere.

1.02 For the purposes of this Agreement:

- (a) “Board” or “Board of Trustees” - means the Board of Trustees of the Musquodoboit Valley Home for Special Care Association;
- (b) “day” - unless otherwise specified shall mean working day (defined below);
- (c) “employee” - means an employee employed by the Employer in the bargaining unit;
- (d) “Employer” - means the Musquodoboit Valley Home for Special Care Association;
- (e) “Home” - means the Musquodoboit Valley Home for Special Care owned and operated by the Musquodoboit Valley Home for Special Care Association;
- (f) “Union” – means the International Association of Machinists and Aerospace Workers (IAMAW), District Lodge 140;
- (g) “working day”- means days exclusive of Saturday or Sunday or holidays.

1.03 Throughout this Agreement, the masculine includes the feminine and the plural includes the singular, and vice versa as the context may require.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer has the exclusive right to manage the affairs of the Home and to direct the workforce so as to give the highest possible standard of service and care to the residents.

2.02 Without limiting the generality of the foregoing, the Employer has the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire, determine qualifications, assign work, promote, demote, transfer, discipline, suspend, layoff or discharge any employee covered by this Agreement;
- (c) determine the nature of the work to be performed, the standard and quality of care to be provided, the schedules of work and the methods and procedures to be used.
- (d) study or introduce the extension, limitation, curtailment or cessation of operations, in whole or in part and all other matters concerning the operation of the Employer's business not specifically restricted in this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the International Association of Machinists and Aerospace Workers, District Lodge 140, Dartmouth, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees working as Personal Care Workers, Continuing Care Assistants, Housekeepers and Activity Workers of Musquodoboit Valley Home for Special Care (Braeside), Middle Musquodoboit, Nova Scotia but excluding Licensed Practical Nurses and Registered Nurses and those persons excluded by Paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which conflicts with the terms of the Collective Agreement.

3.03 This Agreement applies to only full-time and regular part-time employees (the latter as set out in Article 3.05) and temporary employees with the exception of grant paid employees. It does not apply to casual employees.

3.04 **Definitions**

- (a) **“Full-Time Employee”** means one who is regularly scheduled to work seventy-five (75) hours per bi-weekly pay period in a permanent position.
- (b) A **regular part-time employee** means one who is employed on a regular scheduled basis or regular flex basis but who works less than the hours scheduled for a full-time employee.
- (c) A **casual employee** means one who is employed on an occasional but non-regularly scheduled basis; casual employees normally work when full-time and/or part-time employees are absent from work due to illness, vacation, Union business, bereavement leave, statutory holidays, or in cases of emergencies or other unforeseen circumstances. A casual employee is not a member of the bargaining unit. A casual employee who has regularly worked more than seventy-five (75) hours per month on a consistent basis for at least four (4) months shall be considered a bargaining unit employee the day following the end of such four (4) month period.
- (d) A **temporary employee** means one who is employed for a definite period of time (based upon a specific date or event). The Collective Agreement applies to temporary employees except that grant-paid employees are not covered under this Agreement. At the conclusion of the temporary assignment, the employee shall forfeit all benefits except for seniority. This employee’s seniority shall be kept on record and shall be used for future employment opportunities.

3.05 This Collective Agreement is applicable on a pro rata basis (proportionately according to the number of hours worked compared to regular full-time employees) to regular part-time employee except where otherwise specified.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Parties agree that there will be no discrimination with respect to any employee by reason of membership or activity in the Union.

- 4.02 Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds set out in the *Human Rights Act* of Nova Scotia.

ARTICLE 5 - UNION SECURITY AND ACTIVITY

- 5.01 As a condition of employment, all employees who are now members of the Union shall remain members of the Union and after the date of signing this Collective Agreement all new employees shall become members of the Union upon the completion of their probationary period.
- 5.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 In accordance with Article 5.01, the Employer shall deduct from each member employee's wages all dues, initiation fees or assessments levied by the Union on its members.
- 6.02 Monies deducted from wages pursuant to Article 6.01 shall be deducted from every payroll and shall be forwarded to the Secretary-Treasurer of I.A.M.A.W. District 140 no later than the 15th day of the following month accompanied by a list of names from whose earnings the deductions have been made.
- 6.03 At the same time that income tax (T4) slips are made available, the Employer shall include on the slip the amount of Union dues paid by each employee in the previous year.
- 6.04 The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands and liabilities in respect of action taken against Employer by the employee for the purpose of complying with the provisions of this Article.

ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer shall acquaint new employees with the fact that a Collective Agreement is in force and with the conditions of employment set out in Articles 5 and 6.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Employer's Health Services Director or his/her designate and the Union's General Chairperson of District Lodge 140 or his/her designate.
- 8.02 All such correspondence shall be sent by facsimile transmission, registered mail, e-mail or personal delivery.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 The Employer and the Union shall establish a Labour Management Committee made up of not more than three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 9.02 The purpose of the Committee is to foster good communication and effective working relationships between the parties and a spirit of cooperation and goodwill within the Home. The Committee does not discuss matters or issues related to outstanding grievances. The Committee shall concern itself with the following general matters:
 - 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
 - 2) Improving and extending service to the residents and their families.
 - 3) Promoting safety and sanitary practices.
 - 4) Reviewing suggestions from employees, questions or working conditions and service.
 - 5) Correcting conditions causing grievances and misunderstandings.
 - 6) Other agreed matters of mutual concern.
- 9.03 The Committee shall not have any powers to add to, modify or, amend this Collective Agreement or with respect to its administration. The Committee shall not supercede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members

or the employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 9.04 The Committee shall meet on a designated day every three (3) months or on such other occasions as are mutually agreed for the purpose of hearing problems which may arise from time to time. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) working days prior to the meeting. Employees on duty at the time of such a meeting shall not lose any pay while attending. Employees off duty at the time of such meeting shall be compensated at the straight time rate for all time spent at the meeting, to be taken at a time mutually agreed. It is agreed that the Labour Management Committee meetings shall not last longer than one (1) hour.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the Chairperson who presided over the meeting (or his designate) and distributed by him to the members of the Committee within two (2) weeks from the date of the meeting. At the next regular meeting, the minutes will be approved, with any errors or omissions corrected and then signed by both parties.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The Union may appoint a Collective Bargaining Committee which shall consist of not more than three (3) Union members. The Employer shall be advised of the names of the Committee members prior to the commencement of negotiations.
- 10.02 The Union shall not be prevented by the Employer from having the assistance of a representative from the International Association of Machinists and Aerospace Workers when meeting with the Employer as required in the grievance procedure. The IAMAW representative may have access to the Employer premises with prior approval of the Employer, which approval will not be unreasonably withheld.
- 10.03 The Employer shall be provided with a written list of all Union officers and their terms in office and shall be immediately advised of any changes to that list.
- 10.04 The Employer acknowledges the right of the Union to appoint or otherwise select stewards. There shall be a maximum of four (4) stewards. Only one (1) steward at a time shall carry out steward duties with respect to a particular matter or issue. The names and addresses of the stewards shall be given to the Employer in writing immediately upon their appointment or selection. The Employer shall be notified immediately of any changes in the list of stewards.

10.05 Any representative of the Union on the bargaining committee, to a maximum of three (3) members who is in the employ of the Employer, shall have the right to attend bargaining meetings held within working hours without loss of regular pay.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Any matter may be the subject of a grievance when it is a dispute arising between the Employer, any employee(s) or the Union regarding the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

11.02 Employee Grievances

Employee grievances shall be processed in the following manner:

Step 1

The employee accompanied by a Union steward, if desired, shall discuss the matter complained of with the employee's Department Head or designate and another non-bargaining unit person (if the Department Head or designate so wishes) within five (5) days of the initial occurrence of the event giving rise to the grievance. The Department Head (or the designate as the case may be) shall render a decision within ten (10) days of hearing the matter.

Step 2

Failing a satisfactory settlement at Step 1, the aggrieved employee, accompanied by his Union steward, if he wishes, shall submit the grievance in writing to the Health Services Manager or designate. The grievance must be submitted within five (5) days of the response of the Employer at Step 1. The grievance shall bear the signature of the employee and shall state the sections(s) of the Agreement in question and any relief sought. The Health Services Manager (or the designate as the case may be) shall reply in writing to the grievance within ten (10) days from the date upon which it was received.

Step 3

Failing a satisfactory settlement within five (5) days of receiving the response of the Health Services Manager at Step 2, the grievance shall be submitted in writing to the Health Services Director or designate, along with any responses received.

Within ten (10) days of receipt of the grievance, the Health Services Director shall arrange and hold a meeting with the employee concerned and his Union representative and any non-bargaining unit persons whom the Health Services Director considers appropriate to discuss the grievance.

Within ten (10) days of that meeting, the Health Services Director shall reply in writing to the grievance.

Step 4

Failing a satisfactory settlement within fifteen (15) days of the written response of the Health Services Director at Step 3, the Union may refer the grievance to Arbitration pursuant to Article 12.

11.03 Union or Employer Policy Grievance

- (a) Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation) by one or the other party directly to the Health Services Director or the **Union's General Chairperson for District 140** as the case may be within ten (10) days of the event giving rise to the grievance. If no satisfactory settlement is reached within fifteen (15) days following receipt of the grievance it may be submitted by the grieving party to Arbitration pursuant to Article 12.
- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall normally be reserved for grievances of a policy or general nature for which the regular grievance procedure for employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for employees.

11.04 It is agreed that the filing and processing of any grievance must strictly follow the grievance procedure and all the steps thereof and within the applicable time limits failing which the grievance shall be considered to be settled and at an end. If the Employer fails to comply with the applicable steps and time limits set out above, the grievor shall be at liberty to proceed according to the required time limits to the next succeeding step of the grievance procedure. Any of the time limits in this Article may be extended by mutual agreement in writing between the parties.

11.05 It is understood that each Shop Steward has his regular work to perform on behalf of the Employer. Notwithstanding this and subject to operational requirements, if it is necessary to process a grievance during working hours, a Shop Steward will do so as expeditiously as possible and will not leave his job without giving an explanation for leaving and obtaining the appropriate

management supervisor's permission. The Shop Steward shall report back to his supervisor before resuming the normal duties of his position.

ARTICLE 12 - ARBITRATION

- 12.01 No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with, unless the parties have otherwise mutually agreed.
- 12.02 The Union or the Employer, as the case may be, shall within fifteen (15) days of the date of the reply in the last step of the grievance procedure, refer the grievance to arbitration and must notify the other party of its intention in writing by facsimile, registered mail, e-mail or personal delivery.
- 12.03 In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.
- 12.04 The Arbitrator shall render a decision as expeditiously as possible but in any event no later than one (1) month from the date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 12.05 As provided by Section 42 of the *Trade Union Act* of Nova Scotia, the arbitration award shall be final, binding and enforceable on all parties.
- 12.06 The Arbitrator shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.
- 12.07 Each of the parties to the grievance shall share equally any costs not assumed by the Department of Environment and Labour and Workforce Development for the fees and expenses of the Arbitrator.

ARTICLE 13 – DISCIPLINE, SUSPENSION, & DISCHARGE

- 13.01 A newly hired employee shall be on probation for a period of 495 hours worked from the date of hire. A probationary employee shall have no seniority rights during the probationary period and notwithstanding anything contained in this Agreement may be dismissed at any time by the Employer for any reason. The employee shall not have recourse to arbitration with respect to his dismissal.
- 13.02 The Employer reserves the right to discipline, suspend or discharge employees for just cause. Without restricting this general right, it is agreed that the Employer may discharge any employee for the following specific offences:

- (a) Theft from the Employer, fellow employees or residents;
- (b) Willfully damaging the Employer's property;
- (c) Possession and/or use of illegal drugs on the Employer's premises;
- (d) Physical, mental or, emotional abuse of a resident;
- (e) Physically fighting on the Employer's premises;
- (f) Consumption of alcohol on the Employer's premises (unless specifically permitted by the Employer);
- (g) Insubordination;
- (h) sexual harassment;
- (i) possession of firearms or explosives;
- (j) breach of confidentiality.

13.03 Prior to the imposition of discipline or discharge, the employee shall be notified and shall have the right to have a Steward or Union representative present. The employee shall be given the reason for the discipline or discharge in the presence of the Steward or Union representative. The employee and the Union shall be notified within five (5) days, in writing, of the reason(s) for such discipline or discharge. In an emergency situation or where an employee, employer or client is in jeopardy, there shall be no undue delay in disciplinary actions because of unavailability of a Steward or Union representative.

13.04 An employee shall have the right to have access to and review his/her personnel file at a time mutually agreed upon by the parties.

13.05 The record of an employee shall not be used against the employee at any time after eighteen (18) months (excluding alcohol, drug, theft, sexual harassment or resident abuse) following a disciplinary action, other than suspension, including letters of reprimand or any adverse reports unless there is a recurrence. The time period for suspensions shall be twenty-four (24) months.

ARTICLE 14 - SENIORITY

14.01 Seniority is defined as an employee's length of service with the Employer from the last date of hire into a bargaining unit position.

- 14.02 Seniority shall operate on a bargaining unit wide basis.
- 14.03 The Employer shall maintain a seniority list showing the date upon which an employee's service with the Employer commenced. When two or more employees commenced work on the same day, the Union will supply to the Employer the order in which the said employees are to be placed on the seniority list. An up-to-date seniority list shall be posted on the Union bulletin board(s) by January 31st of each year. The list shall be posted for a period of thirty (30) days during which time any objections as to the accuracy of the list shall be forwarded to the Employer in writing. If no objections are received during that time, the list shall be deemed to be accurate and the Employer shall rely on the posted list.
- 14.04 A probationary employee shall have no seniority rights during his/her probationary period. At the conclusion of the probationary period, an employee's seniority will revert back to his hiring date. Unless the Collective Agreement provides otherwise, a probationary employee shall not be entitled to any rights and benefits under this Agreement.
- 14.05 An employee shall not lose seniority rights if he is absent from work because of sickness, disability, accident, lay-off up to one (1) year, or leave of absence approved by the Employer. An employee shall only lose seniority rights in the event that:
- (a) he resigns;
 - (b) he is discharged for just cause and not reinstated;
 - (c) he is laid off for a period of more than one (1) year without recall to a bargaining unit position;
 - (d) he is absent from work for more than three (3) consecutive scheduled work days without securing a leave of absence from the Employer when it was possible for the employee to secure such leave;
 - (e) he fails to return to work within five (5) days after recall notice is given to him personally or by registered mail or telegram to his last address on file with the Employer. It shall be a condition of possible future recall that all employees keep the Employer informed of their current mailing address and telephone number;
 - (f) he fails to return to work following an approved leave of absence on the day set out when the leave was granted, unless he can satisfy the Employer that such return was not possible; or
 - (g) he retires for any reason.

14.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. In the event that the employee is unsatisfactory in the new position at any time during a trial period of up to sixty (60) working days or if the employee finds himself unable to perform the duties of his new position, he shall be returned or may return himself to the bargaining unit where he shall be placed in his former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position (if any) and wage rate, without loss of seniority.

ARTICLE 15 - JOB POSTING

15.01 When the Employer determines a vacancy exists and that the vacancy is to be filled, the Employer shall post notice of the position on bulletin board(s) for seven (7) working days. Any applicant from within the bargaining unit must make his written application within the seven (7) day period. The notice shall contain the nature of the vacant position, closing date, number of guaranteed hours, wage or salary rate, shifts and qualifications required.

15.02 The Employer shall post any temporary vacancy pursuant to Article 15.01 which will be at least four (4) months or longer. Any vacancies created as a result of this posting shall be awarded to employees applying for the initial posted position in order of seniority.

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

15.04 In filling a vacancy in an existing or new position, the skill, qualifications, ability, and degree of interpersonal skills of employees to immediately perform all the required functions of the work in question shall be the primary factors assessed and determined by the Employer; provided, however, that where all of those factors are determined by the Employer to be equal, seniority will govern.

15.05 The Employer shall not be prohibited from advertising for persons outside the bargaining unit for positions within the bargaining unit provided that no application received from outside advertisements for any vacancy within the bargaining unit shall be processed until the applications of present employees have been processed.

15.06 The successful applicant shall be on a trial period of sixty (60) days worked. In the event that the successful applicant proves unsatisfactory in the position

during the trial period, or if during the trial period such employee is unable to perform the duties of the new job or wishes to return to his former position, he shall be returned to his former position (if any) without loss in pay or seniority; any other employee promoted or transferred because of any rearrangement of positions within the bargaining unit shall be returned to his former positions (if any) without loss in pay or seniority.

- 15.07 Within seven (7) calendar days of the date of appointment to the new or vacant position, the name of the successful applicant shall be posted on bulletin board space referred to in Article 28.01.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01 An employee may be laid off because of a shortage of work, shortage of funds, or because of a discontinuance of a position or classification.
- 16.02 Both parties recognize the job security shall increase in relation to length of service. In the event of layoffs, employees shall be laid off in reverse order of their seniority providing the senior employees are in the Employer's judgement immediately able to fully and competently perform the remaining work.
- 16.03 Employees shall be recalled in order of their seniority, provided they are in the Employer's judgement immediately able to fully and competently perform the work.
- 16.04 No new employee shall be hired to fill a permanent or temporary (i.e. for a designated period in excess of ten (10) consecutive working days) position until those laid off who have seniority have been given an opportunity for recall, provided they are in the Employer's judgement immediately able to fully and competently perform the work.
- 16.05 Employees who are laid off will be placed in a priority position on the Employer's list of casual employees for his/her department.

ARTICLE 17 - HOURS OF WORK

- 17.01 The normal hours of work and the duration of shifts shall be as at present, subject to the operational requirements of the Employer. The Employer agrees to provide employees with one month's notice of any change to their normal hours of work or the duration of their shifts (except in cases of emergency).

- 17.02 (a) Employees who work a seven point five (7.5) hour shift exclusive of one unpaid half hour meal period are entitled to two (2) fifteen (15) minute rest periods during their shift.
- (b) Employees who work an eleven point two-five (11.25) hour shift exclusive of forty-five (45) minutes of unpaid meal period(s) shall be entitled to three (3) fifteen (15) minute rest periods during their shift.
- (c) Employees who work a six (6) hour shift are entitled to two (2) fifteen (15) minute rest periods during their shift.
- (d) Employees who work a shift of four (4) hours or less are entitled to one (1) fifteen (15) minute rest period during their shift.
- 17.03 (a) The Employer agrees to post work schedules one (1) month in advance of the month to be worked.
- (b) Notwithstanding the foregoing, the Employer also agrees to post summer schedule (June 15th to September 15th inclusive) by the 30th of May, based on all employee requests submitted in writing by April 1st of each year. The Employer further agrees to post the Christmas and New Year's Schedule by November 1st of each year.
- (c) All schedules are subject to change based on the Employer's operational requirements.
- 17.04 Attendance at a minimum of three (3) monthly departmental staff meetings per year is expected. Employees on duty when monthly departmental meetings are held shall attend such meetings unless the Employer determines they are needed in their particular area of work. Off-duty employees shall be entitled to pay at the regular rate equal to the duration of such meetings or time off equal to the duration of such meetings, to be taken at a date mutually agreeable to the Employer and employee.
- 17.05 All employees covered by this Agreement shall receive two (2) consecutive days off each week unless it has been agreed otherwise between the Employer and the individual employee.
- 17.06 The Employer shall make a reasonable effort to ensure that full-time employees have 12 hours off between shifts.
- 17.08 Any extra shifts that are available before time of posting of the schedule will be first assigned as per completed Part-time Availability Forms prior to the scheduling of casuals. After posting, allocation of additional shifts will be made to available part-time employees and casual employees on a rotational basis. The

Employer will require those part-time employees who wish to work additional shifts to complete a Part-Time Availability Form.

- 17.09 Provided forty-eight (48) hours advance notice in writing is given to the Long Term Care Coordinator or her designate and with the approval of the Long Term Care Coordinator or her designate, an employee may switch a scheduled shift with another employee where operational requirements permit and there is no increase in cost to the Employer.

ARTICLE 18 - OVERTIME

- 18.01 Overtime is all time worked by an employee in excess of an employee's regular work day (work day to be eleven point two five (11.25) hour shifts or a minimum of seven point five (7.5) hours for all other shifts) and/or time worked in a bi-weekly pay period in excess of seventy-five (75) hours. Overtime must be authorized by the Supervisor in advance.

Notwithstanding this, it is agreed that the practice of an employee working eighty-two point five (82.5) hours in one pay period and sixty-seven point five (67.5) hours in the following pay period does not result in any overtime payment for the pay period in which the eighty-two point five (82.5) hours are worked.

- 18.02 An employee eligible for overtime shall be paid at the rate of time and one-half of his regular rate of pay for the overtime hours worked.
- 18.03 Notwithstanding Articles 18.01 and 18.02, if the Employer requires an employee to actually work additional hours in the event of a storm, the employee will be compensated in pay or in time off, whichever the employee chooses, at the rate of one and one-half time his/her regular rate of pay for the additional hours worked.

ARTICLE 19 - HOLIDAYS

19.01 Recognized Holidays

Employees will receive up to a maximum of eighty-two point five (82.5) hours of holiday credits per year. This represents the following eleven (11) holidays:

New Year's Day	Labour Day
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Thanksgiving Day
1 st Monday in August	

19.02 **Accumulation of Holiday Credits**

All employees accumulate one (1) hour of holiday credit for every twenty-three decimal six four (23.64) regular hours paid, regardless of whether the employee works on the holiday or not. Each employee will accumulate these credits in a holiday bank for future use in accordance with the following:

- (a) Employees shall not utilize holiday credits before the date of the holiday for which they are accumulated, unless approved by the Employer;
- (b) Employees utilizing their holiday credits shall take such time off at a time mutually agreed upon between the employee and the Employer prior to the end of the fiscal year in which the holiday fell. In the event that such time is not actually agreed by January 1st of the fiscal year, the Employer may schedule the time off in accordance with the operational needs of the Employer.

19.03 **Working on a Holiday**

If an employee works on a holiday, in addition to accumulating holiday credits as set out in 19.02 above, the employee shall be paid one and one-half times (1.5X) his straight-time rate of pay for the hours worked on the holiday.

19.04 **Employees Not Working on a Holiday**

For an employee who does not work on a holiday, the employee's accumulated holiday credits may be used on the day of the holiday or shall remain in the holiday bank for future use.

19.05 **Alternating Holidays – Christmas and New Year's**

Christmas Day and New Year's Day holidays will be given to employees alternately year to year. Each employee shall receive either Christmas Day or New Year's Day off on the actual day of the holiday.

19.06 **Holidays While on Workers Compensation**

Notwithstanding that employees accumulate holiday credits on the basis of regular hours paid, employees shall not accumulate holidays while receiving Workers' Compensation benefits, as set out in Article 21.10 of this Collective Agreement.

ARTICLE 20 - VACATIONS

20.01 (a) Subject to Article 20.01(b), Employees shall earn an annual vacation leave with pay (prorated for part-time employees to their percentage of full-time equivalent) as follows:

- 1 – 5 years of continuous service three (3) weeks
- 6 – 15 years of continuous service four (4) weeks
- 16 + years of continuous service five (5) weeks

(b) Employees who have completed five (5) years of continuous service as of the date of ratification of this Collective Agreement shall earn an annual vacation leave with pay (prorated for part-time employee to their percentage of full-time equivalent) as follows:

- (i) Five (5) years but less than ten (10) years of completed continuous service: At a rate of twenty (20) 7.5 hour days or 150 hours per year.
- (ii) Over ten (10) years but less than twenty (20) years of completed continuous service: At a rate of twenty-five (25) 7.5 hour days or 187.5 hours per year.
- (iii) Over twenty (20) years of completed continuous service: At the rate of thirty (30) 7.5 hour days or 225 hours per year.

20.02 Subject to operational requirements, vacation should be taken in the year in which it becomes owing the employee and shall not be carried over from one year to another or taken in advance unless permitted by the Employer due to extenuating circumstances, satisfactory to the Employer. The vacation year is from April 1st of one year to March 31st of the following year.

20.03 No vacation period of longer than two (2) weeks shall be taken during the period from June 15th to September 15th, inclusive.

20.04 Requests for vacation must be submitted in writing by employees to their department head at least four (4) weeks in advance of the posting date. Requests for summer vacations (June 15th to September 15th inclusive) must be submitted in writing by employees to their department head by April 1st. All such requests will be responded to by May 15th. The proper operations of the Home will be considered in scheduling vacation periods and changes to the same may be necessary due to this. The Employer will endeavour to give employees affected as much advance notice of the change as possible.

- 20.05 Where an employee has not submitted a request for vacation time as set out in Article 20.04 by January 1 of each year, the Employer may schedule the vacation in accordance with the operational needs of the Employer.
- 20.06 No vacation shall be taken during the month of December except by mutual agreement.
- 20.07 Preference in vacation scheduling shall be given to senior employees; however, an employee can only use his seniority in preference over other employees for one period of vacation during the annual vacation year. All other vacation will be given on a "first come-first serve" basis.
- 20.08 **Illness Prior to Vacation**

Provided an employee has sufficient sick leave credits, an employee who becomes seriously ill or hospitalized prior to his scheduled vacation will be able to utilize sick leave and reschedule his vacation at such time when he is no longer infirm at a time mutually agreed between the Employer and employee. The employee will provide a doctor's certificate satisfactory to the Employer which indicates he is unable to work. Employees who do not have sufficient sick leave credits may take such time off without pay.

ARTICLE 21 - SICK LEAVE

- 21.01 Sick leave is available to provide protection for an employee from loss of earnings due to illness or injury for which compensation is not payable under the *Workers' Compensation Act*. Sick leave with pay is granted against accumulated credits during periods that an employee is absent from duty due to illness or injury as described above.
- 21.02 Full-time employees will earn one and one-half (1 1/2) days of sick leave per month, up to a maximum of one hundred and twenty (120) days. Such leave will be earned by regular part-time employees on a prorated basis in accordance with existing policy and practice.
- 21.03 An employee is entitled to receive sick leave with pay when he/she is unable to perform his/her duties in accordance with Article 21.01. An employee may be required to produce a certificate from a legally qualified medical / nurse practitioner, satisfactory to the Employer, 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 there is a reason to believe that 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, satisfactory to the Employer, for any period of absence for which sick leave is claimed.

21.04 An employee is not entitled to receive sick leave when he/she is on vacation, holiday, a leave of absence, workers' compensation (subject to Article 21.09) or any other leave specified in this Agreement.

21.05 Any unused sick leave benefits shall be cancelled on termination of employment.

21.06 In all cases of illness or injury, in order to receive such leave with pay, an employee must notify his supervisor as soon as possible but at least one (1) hour before the commencement of duty on day shift and at least three (3) hours before commencement of duty on evening and night shifts unless he can satisfy the Employer that such notice was not possible.

21.07 Fraudulently applying for and obtaining sick leave shall be grounds for disciplinary action (up to and including discharge) by the Employer.

21.08 An employee or a potential employee may be required to undergo a medical examination(s) in the following instances:

- (a) prior to employment;
- (b) immediately following employment;
- (c) in order to obtain health certificates required to be provided to the Employer by legislation or when it is considered by the Employer that an employee is unable to satisfactorily perform his/her duties due to injury or illness.

21.09 **Workers' Compensation**

- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the

employee shall be paid only the Workers' Compensation benefits, paid directly to the employee by Workers' Compensation.

- (b) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Upon written application by the employee four (4) weeks in advance, the Employer may grant a leave of absence without pay but without loss of seniority and service to employees elected or appointed to represent the Union at conventions, recognized labour educational courses or executive and committee meetings of the Union, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. No more than two (2) employees may be on such leave at any one time provided that the two (2) employees shall not be absent from one department at the same time. The total annual leave granted by the Employer under this Article shall not exceed twenty (20) scheduled work days. Finally, employees granted leave under this Article may have such leave interrupted by the Employer due to short staffing at the Home.

22.02 The Employer may, subject to operational requirements, grant a leave of absence without pay and benefits and without accumulation loss of seniority to any employee requesting such leave. The maximum leave allowed under this provision is forty (40) hours annually, however, the Employer may, in its discretion, exceed this maximum in cases of emergency or for the purpose of educational leave. Except in cases of emergency, such request must be in writing and made at least two weeks in advance of the requested leave stating the length of leave and reasons for such request. Notwithstanding the foregoing, prior to commencing an unpaid leave of absence, the employee may, if he wishes, pay the Employer's and the employee's share of the Group Benefits Program premiums in existence at the time, for the period of said leave.

22.03 Upon written notice by the employee three days in advance in the case of jury duty and with as much advance notice from the employee as possible in the case of a court subpoena or summons, the Employer shall grant leave of absence without loss of seniority or benefits to employees who:

- (a) lose work time as a result of actual service as juror in any court, or
- (b) by Subpoena or Summons attend and testify as a witness in any proceeding held in or under the authority of the court, to which the employees themselves are not a party.

22.04 The Employer shall pay such employee(s) the difference between normal earnings for such lost time and the payment he/she receives for jury or witness duty. The employee will present proof of service and the amount of pay for jury or witness duty received.

22.05 An employee released from jury or witness duty shall return to complete that part of the work shift he would have lost had the jury or witness duty continued. Failure to provide notice of jury or witness duty as required above and continued absence without explanation for a period of three days or more will mean the employee has voluntarily terminated his/her employment.

22.06 **Family Illness Leave**

In the case of illness or injury of a member of the immediate family of an employee, meaning current spouse, son, daughter, father, or mother, when no one at home other than the employee can provide for the needs of the ill or injured person, the employee may be granted, after notifying her supervisor, up to fifteen hours per fiscal year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be provided for from accumulated sick leave credits and granted only if the employee has sufficient sick leave credits to cover the leave.

22.07 **Leave for Storm or Hazardous Conditions**

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee will:

- 1. deduct the absent time from accumulated overtime, holiday time or vacation; or

2. when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows; or
3. take the absent time as unpaid.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01 When a death occurs in the immediate family (as defined in this Article) of an employee, when said employee is at work, the employee shall be granted bereavement leave with pay for the remainder of that working day, in addition to any other bereavement leave provided for in this Article.
- 23.02 When a death occurs in the immediate family of an employee, that employee will be granted seven (7) consecutive calendar days of bereavement leave effective midnight following the death (with pay if scheduled to work, without pay if not).
- 23.03 For the purpose of this Article and provided the employee has already advised the Employer that such a relationship exists, an employee's Immediate Family is defined as the employee's father, mother, current guardian, brother, sister, current spouse, current common-law spouse, child, current father-in-law, current mother-in-law, current step-parent, current step-child, grandchild or current ward of the employee.
- 23.04 Three (3) consecutive calendar days of bereavement leave (with pay if scheduled to work) shall be granted to the employee in the event of a death of a grand-parent or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- 23.05 Two (2) consecutive calendar days of bereavement leave (with pay if scheduled to work) shall be granted to the employee in the event of a death of the employee's current son-in-law, current daughter-in-law, current brother-in-law or current sister-in-law.
- 23.06 The Employer may grant additional bereavement leave without pay in cases where extraordinary circumstances prevail.
- 23.07 The above entitlement is subject to the proviso that proper notification is made to the Employer.
- 23.08 Employees on leave of absence or sick leave are not eligible for bereavement leave.

23.09 If a death occurs for which Bereavement Leave is provided under this Article, and the employee has scheduled vacation days during the Bereavement period, or a holiday falls or is observed during the Bereavement Leave period, Bereavement Leave shall be substituted for the scheduled vacation days or holidays and those vacation days or holidays shall be taken at a later time.

ARTICLE 24 – PREGNANCY AND PARENTAL/ADOPTION LEAVE

24.01 Employees shall be granted pregnancy and parental/adoption leave in accordance with the provisions of the *Labour Standards Code* and Regulations of the Province of Nova Scotia. For ease of reference for employees, the employer agrees to post the current provisions of the *Labour Standards Code* on all bulletin boards, on the understanding that any changes to the *Labour Standards Code* or other legislation as it relates to Pregnancy and Parental/Adoption Leave will prevail over the posted version.

24.02 An employee going on pregnancy or parental/adoption leave may, if she wishes, continue to pay the Employer's and the employee's share of the benefit plans in existence at the time, for the period of such leave, provided such employee provides post-dated cheques for the period of such leave prior to the commencement of the leave.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 The Employer shall pay employees biweekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and any supplementary pay and deductions.

25.02 Any employee covered by this Agreement who is temporarily assigned by the Employer to another position for which the rate of pay is lower than the rate for such employee's regular position, shall receive his regular rate of pay while so employed and not the rate of pay for the temporary assignment.

25.03 Shift Premium

All employees shall receive a shift premium for all regular hours worked between 1900 hours and 0700 hours effective as follows:

Effective October 31, 2007, the rate is \$0.50 per hour.

Effective October 31, 2008 the rate becomes \$1.00 per hour.

Effective March 31, 2009 the rate becomes \$1.50 per hour.

25.04 **Weekend Premium**

All employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday effective as follows:

Effective April 1, 2007, the rate is \$0.50 per hour.

Effective October 31, 2008 the rate becomes \$1.00 per hour.

Effective March 31, 2009 the rate becomes \$1.50 per hour.

ARTICLE 26 - NEW JOB CLASSIFICATIONS

26.01 The rate of pay for any positions in the bargaining unit not covered by Appendix "A" which may be established during the life of this Agreement, may be subject to discussions between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new position, the rate set by the Employer shall remain in effect until a new Collective Agreement comes into force.

26.02 **Position Descriptions**

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to her position.
- (b) The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances shall that interval be in excess of three (3) years.
- (c) Copied of all current descriptions shall be forwarded to the Union upon signing this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within thirty (30) days of revision.
- (d) Positions currently lacking a job description shall be provided by the Employer to the Union within six (6) months of the signing of this Agreement.

ARTICLE 27- HEALTH AND SAFETY

27.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees and will be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c.7.

27.02 The Union agrees to be represented on the Home's Health and Safety Committee by having two (2) of its member employees sit on the Committee. Employee members of the Committee who are on duty when meetings of the Committee are held shall attend the meetings. Off-duty employees shall be entitled to pay at the regular rate equal to the duration of such meetings.

ARTICLE 28 - GENERAL CONDITIONS

28.01 The Employer shall provide bulletin board space accessible to employees upon which the Union may post notices of Union meetings. The Union may post such other notices as may be of interest to the employees.

28.02 Recognizing the importance of providing up-to-date information, in-service training programs will be set up for various employees. Attendance at a minimum of six in-service sessions per year is expected. Employees on duty when in-service programs are being held shall attend such programs unless the Employer determines they are needed in their particular area of work. Off-duty employees who attend in-service sessions will be paid the regular rate equal to the time spent at the in-service or entitled to time off equal to the duration of such meetings, to be taken at a date mutually agreeable to the Employer and employee.

28.03 All provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law now existing or hereafter enacted invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the rest of the Agreement shall remain in effect.

ARTICLE 29 - NO STRIKE / NO LOCK-OUT

29.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the *Trade Union Act* of Nova Scotia, slow downs, picketing, or any other interference with the operations of the Employer by the employees and/or Union during the term of this Agreement. The Employer agrees that there will be no lock-out as defined by the *Trade Union Act* during the term of the Agreement.

29.02 During the term of this Collective Agreement, the parties shall sit down and agree upon essential services to be maintained in the event of a strike by the union. However, if the parties fail to reach agreement the Union shall provide up to fifteen (15%) percent of persons in the bargaining unit over a 24 hour period as scheduled by the Employer to provide their services during a strike.

ARTICLE 30 - EMPLOYEE BENEFITS

30.01 The Employer agrees to continue to provide a group insurance plan (which includes a health benefit plan, LTD and life insurance) during the life of this Agreement for participation by all full-time and part-time employees, subject to eligibility requirements. Participation by eligible full-time and part-time employees, who have completed their probationary period, is as set out by the provider of the Plan.

The Employer shall pay sixty-five percent (65%) of the premiums of the extended health benefit plan (excluding LTD, dental and life insurance) and the employee shall pay thirty-five percent (35%) of the premium. The premium of the LTD, dental and life insurance benefit shall be cost shared fifty-fifty (50% - 50%) between the Employer and the employee.

This plan is compulsory for all eligible employees. Employees with spouses covered by medical plans may opt out of the medical portion of the group insurance program. Any employee no longer covered by a spouse's plan will be required to notify the Employer as soon as reasonably possible, at which time the employee will be required to join the plan.

30.02 Pension Plan

The Employer will continue to participate with the employees in the Group RRSP Pension Plan which existed at the coming into force of this Agreement pursuant to the terms set out in the existing Personnel Policy.

ARTICLE 31 - DURATION

31.01 This Agreement shall be in effect for the period commencing November 1, 2006 and ending October 31, 2009 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

31.02 Wages for all employees shall be retroactive to November 1, 2006, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice within thirty (30) days of the signing of this Agreement.

ARTICLE 32 - BENEFIT AND BINDING

32.01 This Agreement and everything herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

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

DATED at Middle Musquodoboit, in the County of Halifax, Province of Nova Scotia, this day of , 2008.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS,
DISTRICT LODGE 140**

**MUSQUODOBOIT VALLEY HOME
FOR SPECIAL CARE ASSOCIATION
(BRAESIDE)**

Wage Appendix 'A'

Musquodoboit Valley Home for Special Care (Braeside) and IMAW			
Classification	Date		Rate
Housekeeping	Nov 01/05	Hourly	\$13.37
		Annual	\$26,076
	Nov 01/06	Hourly	\$13.76
		Annual	\$26,832
	Nov 01/07	Hourly	\$14.16
		Annual	\$27,610
	Nov 01/08	Hourly	\$14.57
		Annual	\$28,411
PCW	Nov 01/05	Hourly	\$14.25
		Annual	\$27,788
	Nov 01/06	Hourly	\$14.66
		Annual	\$28,594
	Nov 01/07	Hourly	\$15.09
		Annual	\$29,423
	Nov 01/08	Hourly	\$15.53
		Annual	\$30,276
PCW (With Course)	Nov 01/05	Hourly	\$14.60
		Annual	\$28,469
	Nov 01/06	Hourly	\$15.02
		Annual	\$29,295
	Nov 01/07	Hourly	\$15.46
		Annual	\$30,144
	Nov 01/08	Hourly	\$15.91
		Annual	\$31,018

Musquodoboit Valley Home for Special Care (Braeside) and IAMAW			
Classification	Date		Rate
Activity Coordinator/ Rehab Assistant	Nov 01/05	Hourly	17.12
50%(PCW with course rate \$28,469/1950 + \$.50/hr) +		Annual	\$33,386
50% Rehab. Assistant rate (\$37,327/1950)			
	Nov 01/06	Hourly	\$17.62
		Annual	\$34,354
	Nov 01/07	Hourly	\$18.13
		Annual	\$35,350
	Nov 01/08	Hourly	\$18.65
		Annual	\$36,376

The above table reflects the following:

Rates of Pay

General Increases as follows:

Effective November 1, 2006 – a 2.9% general economic increase

Effective November 1, 2007 – a 2.9% general economic increase

Effective November 1, 2008 – a 2.9% general economic increase

Musquodoboit Valley Home for Special Care Association (Braeside)
PART-TIME EMPLOYEE AVAILABILITY FORM

NAME _____

DATE: _____

- (a) My present appointment designation as a percentage of full-time hours is ____%.
- (d) I am interested in working beyond my appointed designation as a percentage of full-time hours.

YES _____ NO _____

If yes, I am interested in working up to a total of _____ % of full-time hours (inclusive of my present appointment designation).

If you are interested in working beyond your appointment designation but you have restrictions on your availability, please discuss these restrictions with your Department Head who will determine whether the Employer will accommodate these restrictions

Once it is submitted, the Employer is entitled to rely on the Part-Time Employee Availability Form until a new form is implemented according to the following process. A part-time employee is permitted to submit a revised Part-Time Employee Availability Form indicating his or her availability by **February 1st** (for April to June); by **May 1st** (for July to September); by **August 1st** (for October to December); and by **November 1st** (for January to March). A revised Part-Time Employee Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.

Employee

Date

Employer

Date

