

COLLECTIVE AGREEMENT

between

NORTH END COMMUNITY HEALTH ASSOCIATION
(The “Employer”)

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(The “Union”)

November 1, 2014 – October 31, 2020

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 – DEFINITIONS* 1

ARTICLE 2 – RECOGNITION* 4

ARTICLE 3 - NO DISCRIMINATION AND FAIRNESS..... 4

ARTICLE 4 – NO LOCKOUT OR STRIKE 5

ARTICLE 5 – APPLICATION* 5

ARTICLE 6 – FUTURE LEGISLATION* 5

ARTICLE 7 - MANAGEMENT RIGHTS* 5

ARTICLE 8 - CHECKOFF* 6

ARTICLE 9 - UNION INFORMATION AND OFFICE* 7

ARTICLE 10 - INFORMATION* 7

ARTICLE 11 - APPOINTMENT* 7

ARTICLE 12 - STEWARDS* 8

ARTICLE 13 - TIME OFF FOR UNION BUSINESS* 9

ARTICLE 14 - CORRESPONDENCE* 11

ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY 11

ARTICLE 16 - SALARY ADMINISTRATION* 12

ARTICLE 17 - SENIORITY* 13

ARTICLE 18 - HOURS OF WORK / OVERTIME / CALL BACK* 16

ARTICLE 19 - PERFORMANCE APPRAISAL* 17

ARTICLE 20 - JOB POSTING* 17

ARTICLE 21 - LAYOFF AND RECALL* 18

ARTICLE 22 - PERSONNEL POLICIES* 19

ARTICLE 23 - EMPLOYEE RECORDS* 19

ARTICLE 24 - DISCIPLINE* 19

ARTICLE 25 - GRIEVANCE PROCEDURE* 20

ARTICLE 26 - ARBITRATION* 21

ARTICLE 27 - EMPLOYEE BENEFITS 22

ARTICLE 28 - PROFESSIONAL DEVELOPMENT*	23
ARTICLE 29 - VACATION*	23
ARTICLE 30 - HOLIDAYS*	25
ARTICLE 31 - SICK LEAVE*	26
ARTICLE 32 - LEAVE*	27
ARTICLE 33 - JOB-SHARING	29
ARTICLE 34 - SECURITY OF EMPLOYMENT	30
ARTICLE 35 - LABOUR MANAGEMENT COMMITTEE*	30
ARTICLE 36 – OCCUPATIONAL HEALTH AND SAFETY*	31
ARTICLE 37 – EXPENSES*	31
ARTICLE 38 – RETROACTIVITY	31
ARTICLE 39 – DURATION AND TERMINATION*	32
APPENDIX “A” WAGE SCHEDULE	33
November 1, 2014 to November 1, 2017	33
October 31, 2018 to October 31, 2020.....	39
APPENDIX “B” EDUCATION PREMIUMS	45
APPENDIX “C” Supplemental Employment Benefit Plan	47
APPENDIX “D” Paid Leave Benefits	50
MEMORANDUM OF AGREEMENT #1 Intimate Partner Violence*	51
MEMORANDUM OF AGREEMENT #2 RRSP Plan	52
MEMORANDUM OF AGREEMENT #3	
12 Hour Shifts for Employees who work MOSH	54
MEMORANDUM OF AGREEMENT #4 Housing First Project	55
MEMORANDUM OF AGREEMENT #5 <i>Public Services Sustainability (2015) Act.</i> 56	

Note: Those Articles that are marked with an asterisk (*) indicate a change in language.

PREAMBLE

It is the intention and purpose of the parties to the agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

NOW THEREFORE the Parties hereto mutually agree as follows;

ARTICLE 1 – DEFINITIONS*

For the purpose of this Agreement:

1.01* “Common-law relationship” is said to exist when, for a continuous period of more than one (1) year, an employee has lived with a person, publicly represented that person to be the employee’s spouse, and lives continually with that person as if that person were the employee’s spouse.

1.02* “Day”, except where otherwise provided, means Monday through Friday, excluding holidays.

1.03* “Employee” means a person who is included in the bargaining unit as defined in Article 2.01 and includes:

(a)* “Casual Employee” is a non-permanent employee who is called in as required and who works on an hourly basis;

(b)* “Full-time Employee” is an employee who is hired to work the bi-weekly hours of work as provided in this Agreement;

(c)* “Part-time Employee” is an employee who is hired to work less than the full-time hours of work as provided in this Agreement; and

(i) Part-time employees working 15 hours (0.4FTE) per week or more shall receive the same wage rates, conditions of employment, and benefits specified in this Agreement on a pro-rata basis according to their Full-Time Equivalency (FTE).

(ii) Notwithstanding 1.03 (c) (i), benefits extended under clause 18.01 (health insurance) shall be the same as for full-time employees where the employee is eligible under the terms of the health insurance plan.

(iii) Part-time employees working less than 15 hours (0.4FTE) each week will be paid in accordance with Appendix “A” of this Agreement and will receive a benefit of eleven (11) per cent of the employee’s straight time regular pay in lieu of all other benefits under this Agreement, except pension in accordance with the terms of the

NSHEPP pension plan. This shall be paid to the employee with each bi-weekly pay.

- (iv) Casual employees replacing regular employees will be paid in accordance with Appendix "A".
- (d)* **"Permanent Employee" is an employee who has completed her probationary period and is employed on a full-time or part-time basis.**
- (e) **"Project Employee" is an employee who is hired on a temporary full-time or part-time basis for a specified period and where funding for the position is obtained from a third party. A Project employee is entitled to all benefits provide for in this Collective Agreement except where the terms of the funding arrangement dictate different terms and then the terms of the funding arrangements will prevail. These employees will not replace employees under a), b), c), d) or e) of this Article.**
- (f)* **"Temporary Employee" is an employee hired to work in a Temporary Position. A casual employee hired to work in a temporary position shall not accrue regular seniority, but will continue to accrue casual seniority. A casual employee filling a temporary position will be entitled to the benefits of a casual employee as set out in this Collective Agreement.**

Permanent employees working in a temporary position, will continue to be covered under the Collective Agreement as a permanent employee. Upon completion of the Temporary position the permanent employee will be returned to their former position.

Notwithstanding the above, should a casual in a temporary position become a permanent employee without a break in employment, the employee shall have their regular seniority back dated to their date of hire in the most recent temporary position.

- (g)* **"Term Employee" is an employee hired to work in a Term Position. A casual employee hired to work in a term position shall not accrue regular seniority but will continue to accrue casual seniority. A casual employee filling a term position shall qualify, subject to eligibility, for other benefits of this Collective Agreement in accordance with the Full Time Equivalency of the Term Position.**

Permanent employees working in a term position, will continue to be covered under the Collective Agreement as a permanent employee. Upon completion of the Term, the permanent employee will be returned to their former position.

Notwithstanding the above, should a casual in a term position become a permanent employee without a break in employment, the employee shall have their regular seniority back dated to their date of hire in the most recent term.

- 1.04* **“Employer”** means the North End Community Health Association.
- 1.05* **“Holiday”** means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this Agreement.
- 1.06* **“Leave of absence”** means absent from work with permission.
- 1.07* **“Lockout”** includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of its employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- 1.08* **“Seniority”** means the length of continuous employment with the employer from the last date of hire within the bargaining unit.
- 1.09* **“Service”** means the length of continuous employment with the employer from the last date of hire.
- 1.10* **“Spouse”** means husband, wife and common-law spouse.
- 1.11* **“Strike”** includes a cessation of work, or refusal to work or continue to work by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling their Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- 1.12* **“Temporary Position”** means work for a definite period of time greater than four (4) weeks but less than twenty-six (26) weeks when additional staffing is required temporarily. Such positions shall be posted in accordance with the Collective Agreement unless the parties agree otherwise.
- 1.13* **“Term Position”** means work for a definite period of time greater than three months (3) but less than twelve (12) months created by the absence of an incumbent. Such positions shall be posted in accordance with the Collective Agreement and can be extended by mutual agreement of the Employer and the Union.
- 1.14* **“Union”** means the Nova Scotia Government and General Employees Union.

ARTICLE 2 – RECOGNITION*

- 2.01* (a)* The North End Community Health Association (hereinafter the “Employer”) recognizes the **Nova Scotia Government and General Employees Union** as the sole and exclusive bargaining agent for all employees of the **North End Community Health Association on Gottingen Street in Halifax, excluding the Executive Director, Manager of Communications and HR, Director of Finance and Operations, Fund Development and HR Coordinator, Mobile Outreach Street Health Team Lead, and Physicians qualified to practice under the laws of Nova Scotia and employed in that capacity and all other others excluded by paragraph (a) and (b) of Subsection 2 of Section 2 of the *Trade Union Act*.**
- (b)* The Managers shall include staff representation in the selection of all new employees.
- 2.02 No employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 2.03 This Agreement applies to and is binding on the Union, the employees, and the Employer and its agents.

ARTICLE 3 - NO DISCRIMINATION AND FAIRNESS

- 3.01 The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, sex, marital or parental status, religion, nationality, ancestry, or place of origin, Union membership or activity, political affiliation or activities.
- 3.02 The Employer shall exercise its rights and powers in a manner that is fair, reasonable, and consistent with the terms of this Collective Agreement
- 3.03 The Employer shall provide and the Union and employees shall support a workplace free from personal or sexual harassment and any other harassment based on the protected characteristics set out in Article **3.01**. The Employer shall maintain a policy on workplace harassment and any dispute regarding an allegation of personal harassment on grounds other than the protected characteristics set out in Article **3.01** shall be resolved in accordance with the terms of the policy.

ARTICLE 4 – NO LOCKOUT OR STRIKE

- 4.01** The Employer agrees that there shall be no lockouts during the term of this Collective Agreement
- 4.02** The Union agrees that there shall be no strike during the term of this Collective Agreement
- 4.03** Strike and lockout shall be defined as in the *Trade Union Act*.

ARTICLE 5 – APPLICATION*

- 5.01** This Agreement, including each of the Memoranda of Agreement and the Appendices which are attached, apply to and are binding on the Union, the employees and the Employer.

ARTICLE 6 – FUTURE LEGISLATION*

- 6.01** In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 7 - MANAGEMENT RIGHTS*

- 7.01** The Union agrees that it is the exclusive right of the Employer to manage the enterprise in which it is engaged and without limiting the generality of the foregoing, the Employer shall have the right, provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement, to:
- (a) maintain order, discipline and efficiency;
 - (b) to operate and manage its business and direct the workforce in accordance with its commitments and responsibilities;
 - (c) to determine the work to be performed and establish standards, methods, procedures and schedules of operations;
 - (d) to determine the qualifications, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge or otherwise discipline an employee for just cause, and to increase or decrease working forces;
 - (e) to maintain reasonable rules and regulations to be observed by employees.

7.02 Consistent Application*

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 8 - CHECKOFF*

8.01 Deduction of Union Dues and Assessments*

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues and assessments uniformly required to be paid by all members of the Union from the bi-weekly pay of all employees in the bargaining unit.

8.02 Notification of Deduction*

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 8.01.

8.03 Religious Exclusions*

Deductions for membership dues and assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided the employee makes a contribution equal to said union dues and assessments to some recognized charitable cause.

8.04 Remittance of Union Dues and Assessments*

The amounts deducted in accordance with Article 8.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

8.05 Liability*

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 include with the employee T4 slips the amount of the union – dues paid, for income tax purposes.

ARTICLE 9 - UNION INFORMATION AND OFFICE*

- 9.01 The Employer shall provide bulletin board space for the use of the Union at an appropriate location, upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees.
- 9.02 The Employer shall provide the Union with reasonable accommodation on the premises for Union meetings.
- 9.03 Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employers premises during non-working hours.

ARTICLE 10 – INFORMATION*

- 10.01* Upon request by an employee, the Employer will provide **either an electronic copy or a hard copy** of the Agreement to the employee within one calendar week. Upon request by the Union, the Employer agrees to provide a reasonable number of copies of the Agreement for use by the Union.
- 10.02 The Employer agrees to provide new employees with a copy of the Collective Agreement in effect and acquaint them with the conditions of employment set out in the articles concerning check off and the name of the Union shop steward.
- 10.03* A Union Steward shall be given the opportunity to meet each new employee during regular working hours without loss of pay, and with no additional cost to the Employer, for a maximum of thirty (30) minutes. Such time will be arranged between the Steward and the Employer.**
- 10.04* Classifications and Job Descriptions for positions in the bargaining unit, shall not be changed or deleted without prior consultation with the Union.
- 10.05* A job description shall be provided for each position **upon hiring and within five (5) days when requested by the Employee or Union.**
- 10.06** Job descriptions shall not be changed without prior consultation with the Union.

ARTICLE 11 – APPOINTMENT*

11.01 Probationary Period*

A newly hired employee may be appointed to **the employee's** position on a probationary basis for a period of **975 hours worked or twelve (12) months, whichever is less.** Before the end of the probationary period the Employer has

the right to extend the probationary period for another **488 hours worked or three (3) months, whichever is less**, with mutual agreement from the Union.

11.02 Confirmation of Permanent Appointment

The Employer shall, after an employee has served in a position on a probationary basis as per Article **11.01** confirm the appointment on a permanent basis.

11.03 Termination of Probationary Appointment*

An employee may be dismissed at any time during the probationary period if in the sole opinion of the Employer the employee is unsuitable for the job to which the employee has been assigned.

11.04 Term and Temporary Appointments*

Term Employees and Temporary Employees may be terminated at any time at the sole discretion of the Employer. Where the Employer terminates a Term Position or Term Employee or Temporary Position or Temporary Employee the Employer shall endeavor to give at least ten days prior notice but in any event shall give as much notice as is reasonably practicable in the circumstances.

11.05 Notification of Appointments and Terminations

The Employer shall advise the Union in writing of all appointments, terminations, or changes of status of each employee in the bargaining unit within ten (10) days of their occurrence.

ARTICLE 12 – STEWARDS*

12.01 Recognition*

The Employer acknowledges the right of the Union to appoint employees as Stewards.

12.02 Notification*

The Union agrees to provide the Employer with a list of employees designated as Chief Stewards and as Stewards for ~~each~~ the bargaining unit.

12.03 Servicing of Grievances*

It is understood that the Officers, Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged

that grievances, including investigation meetings, should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Stewards will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld so long as operational requirements permit. The Steward shall report back to the Supervisor before resuming the normal duties of her position.

ARTICLE 13 – TIME OFF FOR UNION BUSINESS*

13.01 Leave Without Pay*

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for Union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as members of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee Meetings;
- (c) as delegates to attend conventions of the Union's affiliated bodies, including N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (f) for such other legitimate Union business as may be authorized by the Union such as, but not limited to, replacing Union staff, Union educational programs, etc.

Such permission shall not be unreasonably withheld.

13.02 Notification to Employer*

The Union shall notify the Employer of the names of employees, who are members of the Board of Directors, the Local Executive and Negotiating Committee.

13.03 Salary Continuance*

The Employer will continue to pay the salary and benefits of an employee who is granted leave without pay in accordance with Article 13.01 and will bill the Union for the salary and the Employer's cost of benefits for the period of such leave.

13.04 Contract Negotiations*

Where operational requirements permit, and on reasonable notice, the Employer may grant leave with pay for not more than three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer. If the Employer is required to replace the Union representatives the Employer will bill the Union for the salary and the Employer's cost of the benefits for the period of such leave.

13.07 No Loss of Service/ Seniority*

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the employee's leave, and the employee's service and seniority shall be deemed to be continuous.

13.08 Leave of Absence for the Full-time President*

Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

- (a) An employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the employee's intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) the employee is to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.

- (e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of the employee's term of office, the employee shall be reinstated in the position the employee held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
- (i) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.

The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.

ARTICLE 14 – CORRESPONDENCE*

14.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be between the appropriate member of the management team for the Employer and the Union. Each party shall keep the other informed of its address.

ARTICLE 15 – CLASSIFICATIONS AND RATES OF PAY

- 15.01*** (a) All employees to whom this Collective Agreement applies shall be classified under one of the classifications and rates of pay listed in Appendix "A" attached hereto.
- (b) Employees required to temporarily replace in a higher classification for one half (1/2) day or more and up to six (6) weeks shall **receive payment of acting pay equivalent to ten percent (10%) higher than their existing**

rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

- (c) Employees who are assigned to perform duties of a Manager for a period of 37.5 hours or greater while **they are** absent will be paid a premium of \$3.00 per hour.

15.02* Should a new position or new classification be created within the bargaining unit during the term of this Agreement, the Employer and Union representatives of the Labour Management Committee will decide the rate of pay. In the event the parties cannot agree on the rate of pay it may be referred to Compensation Analysis at Health Association Nova Scotia for determination. The determination will be final and binding on the parties. Nothing herein prevents the Employer from filling such positions. The salary when determined will be retroactive to the date of which the successful candidate commenced work in that classification.

15.03* Where an employee identifies that their position is no longer classified appropriately due to significant changes in the position implemented during the term of the current collective agreement the employee may request in writing to have the position reviewed, including the rationale for the request, to the Union representatives of Labour Management, including all supporting documentation.

15.04* If the request is supported by the Union members of Labour Management, the request will be sent to Labour Management for review.

15.05* If Labour Management is unable to come to an agreement on whether the position is classified appropriately, the matter will be sent to Compensation Analysis Services ("the Service") at Health Association Nova Scotia for a review to provide a final and binding decision on the appropriate classification. If the Service supports that the position is no longer appropriately classified, the Employer agrees to request a funding adjustment from the funder.

15.06 The cost of the review by the Service will be shared equally between the Union and the Employer.

ARTICLE 16 – SALARY ADMINISTRATION*

16.01 The Employer shall maintain a bi-weekly pay period. When the regular payday falls on a holiday, the payday shall be the last banking day prior to such a holiday.

16.02* The anniversary date of a permanent employee shall be the employee's most recent date of hire with the Employer.

16.03* Employees shall advance to the next increment on the wage scale after an employee has served for a period of twelve months following their anniversary date.

16.04 When an employee receives the annual increment, the increment rate shall be effective the first day of the pay period in which it falls.

16.05* An employee's anniversary date will change if the employee has been reclassified, or promoted, at which time the date of the reclassification or promotion becomes the new anniversary date.

16.06 The anniversary date for the payment of the increment shall be moved forward by the amount of time any employee is on unpaid leave of absence.

16.07 The Employer may, at time of hiring or at any time during probation, place a new or re-hired employee at any step in the salary scale, according to their education, experience or ability.

16.08 Movement on the Increment Scale – Casual Employee*

(a) The date of the first shift worked as a Casual employee shall be the anniversary date for casual employees. The Anniversary Date may change subject to the provisions below.

(b) A casual employee who has worked one thousand hours (1000) hours or more within one calendar year of their Anniversary Date shall move to the next level on the salary scale.

(c) A casual who has worked less than one thousand (1000) hours within one calendar year of their Anniversary Date shall move to the next increment when one thousand (1000) hours are achieved. This date shall become the casual employee's Anniversary Date for purposes of movement on the salary scale only. Service or Seniority are not affected by the change to the Anniversary Date.

ARTICLE 17 – SENIORITY*

17.01 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be sent to the Union annually.

17.02* An Employee shall only lose seniority and be deemed to have terminated employment in the event of:

- (a) Resignation and the resignation has not been revoked by the Employee within forty-eight (48) hours of being served on the Employer.**
- (b) Retirement.**
- (c) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are circumstances beyond the Employee's control which prohibited the Employee from notifying the Employer.**
- (d) Discharge; and the Employee is not reinstated.**
- (e) Layoff which lasts more than twelve (12) consecutive months.**
- (f) Being recalled to work from layoff and failing to return to work within two weeks of notice of recall. It shall be the responsibility of the Employee to keep the Employer informed of their current contact information. If the Employee fails to do this, the Employer will not be responsible for a failure of the notice to reach the Employee.**

17.03 Casual Seniority*

Seniority for Casual Employees is based on the employee's accumulated hours worked in the bargaining unit from the employee's first day of work. A record of hours worked shall be kept by the Employer. This record shall constitute the Casual Seniority List.

17.04 Conversion of Casual Seniority to Regular Seniority*

If a Casual Employee becomes a Permanent Full-Time or Permanent Part Time employee, the employee's casual seniority shall be converted to regular seniority on the basis of one (1) year of seniority for each 1950 hours of casual seniority, pro-rated as required. The employee will then accumulate further Regular Seniority from the length of their employment as a permanent Full Time or Part Time employee. In the event that a casual employee becomes a permanent employee and the conversion of hours results in the same seniority date as a current permanent employee, the casual employee who has converted their hours will be placed on the Seniority list below the other pre-established permanent employee with the same Seniority date.

17.05 Loss of Casual Seniority*

A Casual Employee shall cease to be an employee and thus forfeit Casual seniority rights in the event that:

- (a) The Casual Employee resigns.**
- (b) The Casual Employee retires.**
- (c) The Casual Employee is discharged and not reinstated.**
- (d) The Casual Employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability.**

17.06 Probationary Period*

A casual employee whose status changes from casual to permanent employee shall not be required to serve a new probationary period, but shall be subject to the applicable trial period language for the new position in accordance with Article 20.03.

17.07 Filling Vacancies*

In filling vacancies, subject to ability being sufficient to do the job, preference will be given to permanent employees and the seniority of permanent employees will take precedence over casual seniority.

17.08 Benefits for Casual Staff*

A casual employee shall receive an additional eleven (11%) per cent of her straight time regular pay in lieu of all other benefits under this Agreement, except pension in accordance with the terms of the NSHEPP pension plan, where applicable. This shall be paid to the employee with each bi-weekly pay. Casual employees shall be classified under one of the classifications and rates of pay as listed in Appendix "A" (attached).

17.09 Exceptions*

For further clarity, the following articles are not applicable to casual employees:

- Article 29 - Vacation**
- Article 30 - Holidays**
- Article 31 - Sick Leave**
- Article 32 - Leave**
- Article 33 - Job Sharing**

ARTICLE 18 – HOURS OF WORK / OVERTIME / CALL BACK*

18.01 Full Time Employees*

The regular hours of work for full-time Employees shall be seventy-five hours (75) bi-weekly averaged over two pay periods.

18.02 Part-Time Employees*

The regular hours of work for Part-Time Employees shall be less than seventy-five hours (75) bi-weekly averaged over two pay periods.

18.03 Rest and Meal Periods*

Employees who work seven and one half (7.5) hours are entitled to a one-hour meal break thirty (30) minutes of which will be paid and thirty (30) minutes of which will be unpaid and two (2) paid fifteen-minute rest periods.

18.04 Overtime*

- (a) Overtime for Employees shall apply to all hours worked in excess of seventy-five (75) hours worked in a biweekly pay period.
- (b) For purposes of this Article, only hours actually worked are included for overtime purposes.
- (c) All overtime must receive prior authorization from the Employer.
- (d) Overtime shall be granted as time off in lieu at the rate of time and one-half of the hours worked. Employee who have accumulated lieu time must take the time off within six (6) months, and the Employer has the right to schedule the time off. If the Employer is unable to schedule the employee within six (6) months, the Employer may arrange to pay the employee.

18.05 Callback*

- (a) An employee, with the exclusion of casual/relief employees, required to report back to work after leaving the premises following completion of regularly scheduled hours of work or is called back on a day he/she is not working, shall be **paid for not less than four (4) hours at straight time.**
- (b) Casual/relief employees called into work will receive a minimum of two (2) hours salary at straight time.

18.06 Part time shifts*

Any part time employee who picks up any extra shifts in excess of their Full Time Equivalence (FTE) shall be paid the hourly rate in accordance with Appendix "A" and six (6%) percent for all benefits.

ARTICLE 19 – PERFORMANCE APPRAISAL *

19.01* There shall be an annual performance appraisal of employees which shall be completed in the month during which the employee's anniversary date falls, or within two months hereafter, **during which a review of the employee's job description will be conducted.**

ARTICLE 20 – JOB POSTING*

20.01 Those employees with the greatest seniority shall be entitled first to promotion, transfers, or new positions (ability being sufficient to do the job).

20.02* When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union and post notice of the position(s) in the area designated for staff notices and distributed electronically via email.

The internal posting of any position shall be for a minimum of one week. The notice posted shall include:

- The position title
- Required qualifications
- Outline of responsibilities
- Whether the posting is for a permanent position or a term assignment, including expected duration of the assignment.
- Whether position is full time or part time and the applicable part time designation
- The closing date for applications

Employees interested in applying for any posted position shall do so in writing or via e-mail within the closing date of the posting.

20.03 Trial Period*

If the successful applicant for a posted vacancy is a Permanent Employee, the Employee will be placed in the position on a trial period for up to five hundred and twenty (520) hours worked to determine if the Employee is satisfactory for the position. After the successful completion of the trial

period, the appointment shall become permanent. If the Employer, at its sole discretion, determines during the trial period that the Employee is unsatisfactory, they shall be returned to their former or a similar position and salary without loss of seniority or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their same or similar position and salary without loss of seniority or other benefits. In implementing the rearrangement of positions, no job postings shall be required.

An Employee who determines that they are unable to perform the duties of the new position shall be returned to their former position pursuant to the above noted process.

ARTICLE 21 - LAYOFF AND RECALL*

21.01* Seniority shall be the governing factor in layoff, **subject to the ability and qualifications to perform the job.**

21.02* The Employer will give as much notice as possible to the Union and to the employee(s) who is/are to be laid off, with no less than 20 days notice, prior to effective date of lay-off, or award pay in lieu thereof.

21.03* ~~13.03~~ Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the qualifications and ability to perform such jobs following a training period. **If training is required, operational requirements permit and an assessment of the employee's skills concludes it is reasonable to expect the employee can be trained for the position, the Employer shall make available appropriate training programs or training opportunities.** No new employees shall be hired until those laid off have been given the opportunity of recall. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of their current address. To qualify for recall, the employee must respond to the registered letter within five (5) working days of the date the letter is sent. The right of recall does not extend beyond one year from the date of the employee's layoff.

21.04 In the event an employee is affected by a layoff during sick leave or authorized leave of absence, the effective layoff date shall be the day following the termination of such leave.

21.05 If a part-time position becomes available, full-time employees shall be given preference providing they qualify.

ARTICLE 22 - PERSONNEL POLICIES*

22.01 The Personnel Policies of the Employer shall be supplied to every employee upon commencement of employment.

22.02 In any case of conflict between the Personnel Policies and this Collective Agreement, the Collective Agreement shall prevail.

ARTICLE 23 – EMPLOYEE RECORDS*

23.01 For the purposes of this article, personnel files shall be those records pertaining to the employment of individual members of the bargaining unit as may be maintained by the Employer. All information contained in personnel files, relating to disciplinary matters or to an employee's job performance, financial status or health shall be considered confidential (but not for purposes of discipline, including grievance and arbitration) and shall not be released without the express written consent of the employee involved. A copy of any disciplinary document to be placed in an employee's file shall be provided concurrently to the employee. An employee shall have the right to examine during regular office hours all documents in their personnel file and shall receive, upon request, copies of any such documents.

23.02* The record of an employee shall not be used against the employee at any time after eighteen (18) months (excluding harassment, client, or patient abuse, theft or discrimination) following a disciplinary action, other than suspension, provided there has been no further recurrence of discipline during that time period.

23.03* The record of an employee shall not be used against the employee at any time after twenty-four (24) months (excluding harassment, client, or patient abuse, theft or discrimination) following a suspension, provided there has been no further recurrence of discipline during that time period.

23.04* For the exceptions listed in Articles 23.02 and 23.03, the disciplinary record shall remain on the employees personnel file for a period of thirty-six (36) months, provided there has been no further recurrence of discipline during that time period.

ARTICLE 24 – DISCIPLINE*

24.01 No employee shall be disciplined without just cause. An employee is entitled, prior to the implementation of discipline, to be notified at a meeting with management of the reasons for such action. The employee may be accompanied by a Union representative. The employee is to be advised of the right to be accompanied by a Union representative.

24.02 Employees shall be notified in writing of the grounds for discipline. The Union shall receive a copy. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds.

ARTICLE 25 - GRIEVANCE PROCEDURE*

25.01* A grievance shall mean a dispute or difference of opinion concerning any of the following:

- a) The interpretation or application of a provision of this Collective Agreement.
- b) The interpretation or application of a provision or a direction or other instrument made or issued by the Employer dealing with terms and conditions of employment.

25.02* Grievances shall be dealt with in the following manner at the time the employee becomes aware of a grievance, the grievance shall be discussed informally with the employee's Manager. The grievor and Union representative shall be present at this discussion. If the grievance cannot be resolved through informal discussion, the following procedure shall apply.

Step 1 Within ten (10) working days of the event giving rise to the grievance, the Union may submit a grievance, in writing, to the Manager, who shall reply in writing within three (3) working days after the grievance was submitted.

Step 2 Failing settlement at Step 1, the grievance may be submitted by the Union, in writing, within three (3) working days, to the **Executive Director** who shall render **their** decision in writing within four (4) working days after receipt of the grievance.

Step 3 Failing satisfactory settlement at Step 2, the Union may refer the grievance to arbitration.

25.03* Policy, Group grievances **and/or grievances** concerning lay-off or discharge may be filed at Step 2 of the grievance procedure, within fifteen (15) working days of the layoff or discharge.

ARTICLE 26 – ARBITRATION*

26.01 Notification*

Either of the parties may, after exhausting the grievance procedure in Article 25, notify the other party within forty-five (45) days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

26.02 Voluntary Mediation*

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the other parties agree that the voluntary mediation recommendations shall be binding upon both parties.

26.03 Referral to Arbitration*

Where either party refers a grievance to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

26.04 Relief Against Time Limits*

Time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

26.05 Regular Arbitration Procedure*

(a) Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten working (10) days of notice of arbitration in accordance with Article 26.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

(b) Arbitration Board

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board

within ten working (10) days of notice of arbitration in accordance with Article 26.01. Should the appointed members fail to agree upon the appointment of a chair within ten working (10) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

(c) **Arbitration Procedure**

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

26.06 Arbitration Award*

All arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

26.07 Arbitration Expenses*

Each party shall pay the fees and expenses of its appointed member and one-half the fees and expenses of the chair or single arbitrator.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 Health Insurance

All eligible employees of the bargaining unit shall participate in the health insurance plan, unless covered by an equivalent health insurance plan. The Employer shall pay one hundred percent (100%) of the cost of premiums of the health insurance plan for all participating employees.

27.02 Group Life Insurance

All eligible employees of the bargaining unit shall participate in the present life insurance plan. The insurance coverage for each employee shall be in accordance with the present schedule and the Employer shall contribute one hundred percent (100%) of the cost.

27.03 Pension Plan*

The Employer agrees to maintain a Pension Plan during the life of this Collective Agreement. Despite any other provisions of this agreement, the terms of the plan respecting eligibility and levels of contribution shall apply.

27.04 Retirement Allowance – moved to MOA

27.05 Dental Benefits*

All eligible employees of the bargaining unit shall participate in the dental insurance-plan, unless covered by an equivalent-dental insurance plan. The Employer shall pay sixty per cent (60%) of the cost of the premiums for all participating employees.

27.06 Long Term Disability*

All eligible employees of the bargaining unit shall participate in the Long Term Disability Plan. Employees in receipt of Long Term Disability benefits will not accumulate any benefits including vacation and holidays.

27.07 Employees on Unpaid Leave or Layoff*

When an employee commences a leave in which they are not in receipt of any pay from the Employer the employee may continue group insurance, for a period not to exceed two years, by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred (100%) per cent of the premium payable with respect to the employee and the employer will remit the premium to the insurer. The Employee will remit in writing, their intent to pay the full cost of the premiums. Failure on the part of the Employee to submit payments by the date of the premium payments are due shall result in cancelation of benefits.

ARTICLE 28 – PROFESSIONAL DEVELOPMENT*

28.01 Access to **professional** development monies shall not be unreasonably denied to Permanent staff.

ARTICLE 29 – VACATION*

29.01 A permanent employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- (a) Three weeks (3) in the first year

- (b) Four weeks (4) in the second, third, fourth, and fifth years
- (c) Five weeks (5) in the sixth, seventh, eighth, ninth & tenth years
- (d) Six weeks (6) in the eleventh year of employment and each year thereafter.

29.02* The vacation year shall be January 1 to December 31 inclusive.

29.03 An employee whose employment is terminated for any reason shall be paid with their fiscal pay an amount of money equivalent to any vacation which may have accrued to their benefit in accordance with this article.

29.04 The employee shall have the right to carry five (5) days vacation credits forward from year to year.

29.05 Vacation may be taken in advance with the consent of the Employer. Any vacation taken but not earned shall be repaid by the employee-upon termination.

29.06* For purposes of **29.01**, the employee's years of employment includes all periods of employment with the Employer, however vacation does not accrue during any unpaid leave of absence, save and except for maternity, parental, adoption or other leave of absence during which the employee is in receipt of disability benefits through EI or CPP, in which case the employee may continue to accrue up to twenty (20) weeks of employment time for the purpose of calculating vacation entitlement.

29.07* If an employee becomes ill during vacation the employee may be granted sick leave with the consent of the employee's Manager and her vacation credits restored provided the employee provides the Employer with a medical certificate from a qualified medical practitioner that includes the following information:

- (a) The date employee was examined by the physician;
- (b) The date of the illness
- (c) The nature of the illness

29.08* Preference in vacation scheduling shall be given to those employees with greater length of seniority.

29.09 Recall from Vacation*

The Employer will make every reasonable effort not to recall an employee to duty while on vacation leave or to cancel vacation once it has been approved. An employee who has incurred expenses related to their vacation and, subsequent to their vacation approval, has their vacation cancelled or is recalled to work shall have such expenses reimbursed by the Employer. It is the responsibility of the employee to advise the Employer at the time of recall

that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists. The employee shall be required to submit proof of expenses when making a claim for reimbursement.

29.10 Reinstatement of Vacation Upon Recall*

The period of vacation leave displaced by recall shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated to the vacation bank for use at a later date.

ARTICLE 30 – HOLIDAYS*

30.01* The following days shall be considered as paid holidays for all employees:

- (a) New Year's Day
- (b) New Year's Eve - ½ day
- (c) Good Friday
- (d) Easter Monday
- (e) **Victoria Day***
- (f) Canada Day
- (g) First Monday in August
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Eve – ½ day
- (l) Christmas Day
- (m) Boxing Day
- (n) **Heritage Day***
- (o) Floater day to be used during the Christmas holiday season. (Pro-rated for employees working less than full-time.

30.02 Any statutory holiday that falls on a Sunday or a Saturday will be recognized as falling on the following scheduled workday for the purposes of this article.

30.03 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for such paid holiday.

30.04 Staff of African descent, or staff with spouses and/or dependents of African descent, shall be granted the right to honour Dr. Martin Luther King by taking Martin Luther King Day (as observed in the US).

30.05 Employees not scheduled to work on a holiday will be granted time off in lieu pro-rated for employees working less than full-time.

30.06 Employees regularly scheduled to work on the holiday will receive their regular pay.

ARTICLE 31 — SICK LEAVE*

31.01 Paid sick leave, in accordance with an employee's sick leave credits, shall be granted to an employee who, through illness, is unable to perform their job.

31.02 Employees shall promptly inform their Manager when they are not able to work due to illness.

31.03 The Employer may require the employee to obtain a physician's certificate attesting to the reason stated for being absent from work.

31.04 From the first day of employment, employees shall accumulate sick leave at the rate of two and one-half days for each month of employment up to a total of ninety (90) days. Sick leave shall be reduced by the number of days the employee is absent and in receipt of sick leave-benefits.

31.05 A record of accumulated and used sick leave shall be kept by the-Employer. Any employee may be advised, upon request, of the amount of sick leave accumulated to their credit.

31.06 An employee shall not accumulate sick leave while on unpaid leave or on maternity leave.

31.07 An employee shall not accumulate sick leave credits during any month in which the employee received sick benefits for more than twelve (12) working days.

31.08* If an employee becomes ill during vacation the employee may be granted sick leave with the consent of the employee's Manager and her vacation credits restored provided they provide the Employer with a medical certificate from a qualified medical practitioner that includes the following information:

- (a) The date employee was examined by the physician;
- (b) The date of the illness
- (c) The nature of the illness

ARTICLE 32 – LEAVE*

32.01 Bereavement Leave*

- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of five consecutive days, **immediately following the death**. The immediate family includes the parent, sibling, spouse, partner, child, **grandparent, grandchild**, parent-in-laws, step-child or ward of the employee and a relative permanently residing in the employee's household or with whom the employee resides.
- (b) Employees may be granted up to two days leave with pay to attend the funeral of other relations or close acquaintances upon request to the employee's Manager.
- (c) Bereavement leave which falls within vacation leave shall not be considered as a period of vacation leave, upon reasonable evidence to the Employer.
- (d) **Should the funeral or internment of a person for whom an employee is entitled to bereavement leave be held outside the period immediately following the death, the Employee shall be entitled to defer all or a portion of the leave to which she or he is entitled, if any remains, to be taken to attend the funeral or internment.**

32.02 Court Leave*

An employee required to serve on a jury, appear at a hearing, **including an arbitration hearing**, because of a summons or subpoena, may be granted leave with pay for the time period required. If required to so appear on behalf of the Employer, leave shall be with pay. **An employee given Court leave without loss of pay shall reimburse to the Employer the amount that the employee receives for this duty.**

32.03 Parental Leave*

On the occasion of the birth of their child, the non-birth parent staff member will be granted leave with pay of ten (10) days **immediately following the birth**.

32.04 Leave for Medical and Dental Appointments*

Employees shall be allowed paid leave of absence up to three (3) working days per fiscal year, in order to engage in personal preventative medical and dental care. Such leave shall be deducted from the sick leave credits of the employee.

32.05 Leave for Family Illness*

In the case of a member of an employee's immediate family (as defined within bereavement leave), a leave of up to five days **per year** with pay may be granted upon a request to the Employer. Such leave shall be deducted from the sick leave credits of the employee.

32.06 Emergency Leave*

An employee may be granted leave of absence with pay for up to three days **per year** for a critical condition which requires their personal attention resulting from an emergency which cannot be served by other or attended to by the employee at a time when normally not on duty. Such a request shall be made to and discussed with the Employer.

32.07 Education Leave*

- (a) **A leave of absence without pay may be granted at the sole discretion of the Employer to an employee for the purpose of pursuing an educational program.**
- (b) **Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to their former position.**
- (c) **The Employer shall provide and fund any Employer required training/education for an employee.**
- (d) **Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee. The Employer shall make every reasonable effort not to schedule an employee for such training during their time off.**
- (e) **For clarity, training/education required by the Employer does not include training/education required by new hires or to maintain capacity for employment, nor does it include training/education required by a third party.**

32.08 Leave for Storms or Hazardous Conditions*

- (a) **It is the responsibility of the employee to make every reasonable effort to arrive at work and to notify their Manager if unable to arrive at work due to a storm or hazardous conditions.**
- (b) **Time lost by an employee of less than two (2) hours in a scheduled shift due to such conditions will be compensated as regular time worked.**

- (c) **All time lost in excess of two (2) hours in a scheduled shift will be deemed to be leave, and shall, at the employee's options be:**
 - (i) **made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or**
 - (ii) **charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or**
 - (iii) **otherwise deemed to be leave without pay.**
- (d) **Where an employee requests permission to leave work prior to the completion of the employee's scheduled shift because of hazardous conditions arising from a storm, the Employer may, where operational requirements permit, excuse the employee, in which case Article 32.08 (b) and (c) above shall apply.**

32.09 Other Leave of Absence

An employee may be granted a leave of absence without pay for a special cause not specified in this Collective Agreement. The request shall be submitted to the employee's Manager, and such requests shall not be unreasonably withheld.

32.10 Pregnancy, Parental and Adoption Leave

- (a) The provisions of the Labour Standards Code shall apply with respect to pregnancy, parental and adoption leaves, **save and except that employees will be entitled to take an extended parental leave in accordance with the Extended E.I. Benefits.**
- (b) An employee who has taken pregnancy or parental or adoption leave may continue the staff benefit programs by reimbursing the Employer for their own share of the costs of the plans. These costs shall be deducted from the Supplementary Employment Insurance Benefits paid by the Employer.

32.11 Supplementary Employment Benefits for pregnancy, parental and adoption leave shall be as set out in the Supplementary Employment Insurance Benefit Plan attached hereto as Appendix "C".

ARTICLE 33 - JOB-SHARING

33.01 The Employer agrees to consider a request for job-sharing provided that the arrangement meets operational requirements of the health centre. The parties agree to consult on the number and specific positions to be the subject of job-

sharing arrangements in place at any one time. Job-sharing is an arrangement which permits two employees to share in the duties, responsibilities, salary and, to the extent permitted by the terms and conditions of the benefit plans in place during the period of the arrangement, the benefits of one position. The terms and conditions of any job-sharing arrangement shall be mutually agreed to by the Union, Employer and the participants, and shall form part of the Collective Agreement.

ARTICLE 34 - SECURITY OF EMPLOYMENT

34.01 Work performed by the employees covered by this Collective Agreement that would result in the layoff of such employees or a reduction in regular hours worked shall not be contracted out.

ARTICLE 35 - LABOUR MANAGEMENT COMMITTEE*

35.01 The Union and the Employer shall participate in a Labour Management Committee which shall consist of two (2) representatives of the Union and two (2) representatives of the Employer.

35.02 The Committee's functions are:

- (a) Defining and discussing workplace matters brought forward by either party
- (b) Developing viable solutions to such matters
- (c) Review existing benefits plan
- (d) Discussing and reviewing professional development opportunities

35.03 The Labour Management Committee shall meet at least three (3) times a year and the Employer shall make every reasonable effort to schedule such meetings during the employee's working hours. Employees shall not suffer any loss of pay for time spent with this Committee.

35.04 The chairing of meetings shall rotate between one of the employer representatives and one of the union representatives. Minutes of each meeting of the committee shall be prepared and signed by the chairperson and shall be circulated to committee members for review and approval following the meeting. Upon approval, the minutes will be included in the Union binder.

35.05 The committee shall not negotiate or amend or alter any terms of the Collective Agreement. The committee does not have the power to bind the Union, its members or the employer to any decisions or conclusions reached

in its discussion. The committee has the power to make recommendations to the union and the employer with respect to its discussions.

ARTICLE 36 – OCCUPATIONAL HEALTH AND SAFETY*

36.01 Occupational Health and Safety Act *

The Employer, the Union and Employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S 1996, c7 and regulations pursuant to the Act.

36.02 Occupational Health and Safety Committee*

Notwithstanding section 18 (1) of the *Occupational Health and Safety Act*, the parties agree to maintain the existing Occupational Health and Safety Committee, which will be comprised of such representatives and responsibilities pursuant to the *Occupational Health and Safety Act*.

ARTICLE 37 – EXPENSES*

37.01 Kilometrage Allowance*

The Employer will adopt the civil service kilometrage rate and thereafter adjustments will be made in accordance with, and on the same effective dates as adjustments to the civil service rate.

37.02 Other Expenses*

Reasonable expenses incurred by employees on the business of the Employer shall be reimbursed by the Employer, provided approval for the expenditure has been obtained.

ARTICLE 38 – RETROACTIVITY

38.01 All persons who are employed or, who are on an approved leave of absence, as of the date of signing of this Collective Agreement are eligible for retroactive salary adjustment pursuant to **38.02**.

38.02 Retroactivity shall only apply to provisions of salary adjustment in Appendix “A”, annexed hereto. All other provisions become effective on the date of signing of this Collective Agreement.

38.03 Former employees who have resigned or retired shall have thirty (30) days after the signing of this Agreement to apply, in writing, for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

ARTICLE 39 – DURATION AND TERMINATION*

39.01 This Collective Agreement constitutes the entire agreement between the parties and shall be in effect for a term **beginning on the 1st day of November, 2014 and ending on the 31st day of October, 2020** and shall automatically be renewed thereafter for successive periods of twelve (12) months 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 date of this Agreement or any renewal thereof.

39.02 Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment, or substitution thereof, or until such time as a deadlock is declared.

It is recognized by all parties that this agreement is being signed on unceded Mi'kmaq territory.

In Witness Whereof, the Parties have signed this

For the Employer

For the Union

DATED this ____ day of _____, 2018.

APPENDIX "A"
WAGE SCHEDULE

November 1, 2014 to November 1, 2017

Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
				Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Front Desk Reception Patient Resource / Billing Clerk	Step 1	\$15.98	\$31,163	\$15.98	\$31,163	\$15.98	\$31,163	\$16.14	\$31,475	\$16.38	\$31,947
	Step 2	\$16.70	\$32,570	\$16.70	\$32,570	\$16.70	\$32,570	\$16.87	\$32,896	\$17.12	\$33,389
	Step 3	\$17.46	\$34,054	\$17.46	\$34,054	\$17.46	\$34,054	\$17.63	\$34,395	\$17.89	\$34,910
	Step 4	\$18.26	\$35,608	\$18.26	\$35,608	\$18.26	\$35,608	\$18.44	\$35,964	\$18.72	\$36,504
	Step 5	\$19.10	\$37,242	\$19.10	\$37,242	\$19.10	\$37,242	\$19.29	\$37,614	\$19.58	\$38,179
Clinical Aide	Step 1	\$17.41	\$33,950	\$17.41	\$33,950	\$17.41	\$33,950	\$17.58	\$34,289	\$17.84	\$34,803
	Step 2	\$17.77	\$34,652	\$17.77	\$34,652	\$17.77	\$34,652	\$17.95	\$34,998	\$18.22	\$35,523
	Step 3	\$18.12	\$35,334	\$18.12	\$35,334	\$18.12	\$35,334	\$18.30	\$35,687	\$18.57	\$36,223
	Step 4	\$18.48	\$36,036	\$18.48	\$36,036	\$18.48	\$36,036	\$18.66	\$36,396	\$18.94	\$36,942
	Step 5	\$18.83	\$36,719	\$18.83	\$36,719	\$18.83	\$36,719	\$19.02	\$37,086	\$19.31	\$37,642

Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
				Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Billing & Operations Clerk Community Resource Coordinator Operations Support / Admin Support Senior Front Desk Clerk	Step 1	\$19.00	\$37,042	\$19.00	\$37,042	\$19.00	\$37,042	\$19.19	\$37,412	\$19.48	\$37,974
	Step 2	\$19.64	\$38,302	\$19.64	\$38,302	\$19.64	\$38,302	\$19.84	\$38,685	\$20.14	\$39,265
	Step 3	\$20.29	\$39,562	\$20.29	\$39,562	\$20.29	\$39,562	\$20.49	\$39,958	\$20.80	\$40,557
	Step 4	\$20.93	\$40,822	\$20.93	\$40,822	\$20.93	\$40,822	\$21.14	\$41,230	\$21.46	\$41,849
	Step 5	\$21.58	\$42,082	\$21.58	\$42,082	\$21.58	\$42,082	\$21.80	\$42,503	\$22.13	\$43,140
Payroll and Accounting Administrator	Step 1	\$20.27	\$39,527	\$20.27	\$39,527	\$20.27	\$39,527	\$20.47	\$39,922	\$20.78	\$40,521
	Step 2	\$20.87	\$40,697	\$20.87	\$40,697	\$20.87	\$40,697	\$21.08	\$41,103	\$21.40	\$41,720
	Step 3	\$21.47	\$41,867	\$21.47	\$41,867	\$21.47	\$41,867	\$21.68	\$42,285	\$22.01	\$42,919
	Step 4	\$22.08	\$43,056	\$22.08	\$43,056	\$22.08	\$43,056	\$22.30	\$43,487	\$22.63	\$44,139
	Step 5	\$22.68	\$44,226	\$22.68	\$44,226	\$22.68	\$44,226	\$22.91	\$44,668	\$23.25	\$45,338
Dental Assistant	Step 1	\$20.51	\$40,003	\$20.51	\$40,003	\$20.51	\$40,003	\$20.72	\$40,403	\$21.03	\$41,009
	Step 2	\$21.12	\$41,176	\$21.12	\$41,176	\$21.12	\$41,176	\$21.33	\$41,588	\$21.65	\$42,212
	Step 3	\$21.72	\$42,352	\$21.72	\$42,352	\$21.72	\$42,352	\$21.94	\$42,776	\$22.27	\$43,417
	Step 4	\$22.32	\$43,525	\$22.32	\$43,525	\$22.32	\$43,525	\$22.54	\$43,960	\$22.88	\$44,620
	Step 5	\$22.92	\$44,701	\$22.92	\$44,701	\$22.92	\$44,701	\$23.15	\$45,148	\$23.50	\$45,825

Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
				Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Client Case Manager	Step 1	\$20.96	\$40,872	\$20.96	\$40,872	\$20.96	\$40,872	\$21.17	\$41,281	\$21.49	\$41,900
	Step 2	\$21.69	\$42,296	\$21.69	\$42,296	\$21.69	\$42,296	\$21.91	\$42,718	\$22.24	\$43,359
	Step 3	\$22.54	\$43,953	\$22.54	\$43,953	\$22.54	\$43,953	\$22.77	\$44,393	\$23.11	\$45,058
	Step 4	\$23.38	\$45,591	\$23.38	\$45,591	\$23.38	\$45,591	\$23.61	\$46,047	\$23.96	\$46,738
	Step 5	\$24.23	\$47,249	\$24.23	\$47,249	\$24.23	\$47,249	\$24.47	\$47,721	\$24.84	\$48,437
IT Technician	Step 1	\$25.69	\$50,103	\$25.69	\$50,103	\$25.69	\$50,103	\$25.95	\$50,604	\$26.34	\$51,363
	Step 2	\$26.55	\$51,766	\$26.55	\$51,766	\$26.55	\$51,766	\$26.82	\$52,284	\$27.22	\$53,068
Dental Hygienist	Step 1	\$26.44	\$51,560	\$26.44	\$51,560	\$26.44	\$51,560	\$26.70	\$52,076	\$27.10	\$52,857
	Step 2	\$27.34	\$53,304	\$27.34	\$53,304	\$27.34	\$53,304	\$27.61	\$53,837	\$28.02	\$54,645
	Step 3	\$28.21	\$55,011	\$28.21	\$55,011	\$28.21	\$55,011	\$28.49	\$55,561	\$28.92	\$56,395
	Step 4	\$29.08	\$56,715	\$29.08	\$56,715	\$29.08	\$56,715	\$29.37	\$57,282	\$29.81	\$58,141
	Step 5	\$29.98	\$58,463	\$29.98	\$58,463	\$29.98	\$58,463	\$30.28	\$59,048	\$30.73	\$59,933
	Step 6	\$30.86	\$60,170	\$30.86	\$60,170	\$30.86	\$60,170	\$31.17	\$60,772	\$31.64	\$61,683

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Community Nutritionist	Step 1	\$28.82	\$56,193	\$28.82	\$56,193	\$28.82	\$56,193	\$29.11	\$56,755	\$29.55	\$57,606
	Step 2	\$30.06	\$58,620	\$30.06	\$58,620	\$30.06	\$58,620	\$30.36	\$59,206	\$30.82	\$60,094
	Step 3	\$32.55	\$63,478	\$32.55	\$63,478	\$32.55	\$63,478	\$32.88	\$64,113	\$33.37	\$65,074
	Step 4	\$33.80	\$65,906	\$33.80	\$65,906	\$33.80	\$65,906	\$34.14	\$66,565	\$34.65	\$67,564
	Step 5	\$35.16	\$68,554	\$35.16	\$68,554	\$35.16	\$68,554	\$35.51	\$69,240	\$36.04	\$70,278
	Step 6	\$36.51	\$71,203	\$36.51	\$71,203	\$36.51	\$71,203	\$36.88	\$71,915	\$37.43	\$72,994
	Step 7	\$37.99	\$74,073	\$37.99	\$74,073	\$37.99	\$74,073	\$38.37	\$74,814	\$38.95	\$75,936
Occupational Therapist	Step 1	\$29.71	\$57,937	\$29.71	\$57,937	\$29.71	\$57,937	\$30.01	\$58,516	\$30.46	\$59,394
	Step 2	\$32.17	\$62,724	\$32.17	\$62,724	\$32.17	\$62,724	\$32.49	\$63,351	\$32.98	\$64,302
	Step 3	\$33.39	\$65,116	\$33.39	\$65,116	\$33.39	\$65,116	\$33.72	\$65,767	\$34.23	\$66,754
	Step 4	\$34.73	\$67,725	\$34.73	\$67,725	\$34.73	\$67,725	\$35.08	\$68,402	\$35.61	\$69,428
	Step 5	\$36.09	\$70,384	\$36.09	\$70,384	\$36.09	\$70,384	\$36.45	\$71,088	\$37.00	\$72,154
	Step 6	\$37.52	\$73,162	\$37.52	\$73,162	\$37.52	\$73,162	\$37.90	\$73,894	\$38.47	\$75,002

Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%		% Increase: 0.50%	
				Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate	Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate
Nurse *	Step 1	\$32.33	\$63,038	\$32.33	\$63,038	\$32.33	\$63,038	\$32.65	\$63,668	\$33.14	\$64,623	\$33.31	\$64,947
	Step 2	\$33.28	\$64,905	\$33.28	\$64,905	\$33.28	\$64,905	\$33.61	\$65,554	\$34.11	\$66,537	\$34.28	\$66,870
	Step 3	\$34.36	\$67,005	\$34.36	\$67,005	\$34.36	\$67,005	\$34.70	\$67,675	\$35.22	\$68,690	\$35.40	\$69,034
	Step 4	\$35.56	\$69,341	\$35.56	\$69,341	\$35.56	\$69,341	\$35.92	\$70,034	\$36.46	\$71,085	\$36.64	\$71,440
	Step 5	\$36.80	\$71,759	\$36.80	\$71,759	\$36.80	\$71,759	\$37.17	\$72,477	\$37.73	\$73,564	\$37.92	\$73,932
	Step 6	\$38.09	\$74,270	\$38.09	\$74,270	\$38.09	\$74,270	\$38.47	\$75,013	\$39.05	\$76,138	\$39.25	\$76,519
	Step 25	\$39.42	\$76,869	\$39.42	\$76,869	\$39.42	\$76,869	\$39.81	\$77,638	\$40.41	\$78,802	\$40.61	\$79,196
Social Worker	Step 1	\$32.64	\$63,640	\$32.64	\$63,640	\$32.64	\$63,640	\$32.97	\$64,276	\$33.46	\$65,241	\$33.63	\$65,567
	Step 2	\$33.93	\$66,172	\$33.93	\$66,172	\$33.93	\$66,172	\$34.27	\$66,834	\$34.78	\$67,836	\$34.95	\$68,175
	Step 3	\$36.65	\$71,464	\$36.65	\$71,464	\$36.65	\$71,464	\$37.02	\$72,179	\$37.58	\$73,261	\$37.77	\$73,628
	Step 4	\$38.06	\$74,224	\$38.06	\$74,224	\$38.06	\$74,224	\$38.44	\$74,966	\$39.02	\$76,091	\$39.22	\$76,471
	Step 5	\$39.60	\$77,216	\$39.60	\$77,216	\$39.60	\$77,216	\$40.00	\$77,988	\$40.60	\$79,158	\$40.80	\$79,554
	Step 6	\$41.25	\$80,440	\$41.25	\$80,440	\$41.25	\$80,440	\$41.66	\$81,244	\$42.28	\$82,463	\$42.49	\$82,875
	Step 7	\$42.90	\$83,660	\$42.90	\$83,660	\$42.90	\$83,660	\$43.33	\$84,497	\$43.98	\$85,764	\$44.20	\$86,193

* Long Service Increment – A new step will be added to the pay scale. The new step will be effective on April 1, 2008. The step will be available to a Registered Nurse who has completed twenty-five (25) years of service with the Employer. The step will be a salary increment 3.5% greater than the highest rate in effect for the applicable classification.

Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%		% Increase: 0.50%	
				Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate	Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate
Patient Care Coordinator	Step 1	\$33.33	\$64,988	\$33.33	\$64,988	\$33.33	\$64,988	\$33.66	\$65,638	\$34.16	\$66,623	\$34.33	\$66,956
	Step 2	\$34.28	\$66,855	\$34.28	\$66,855	\$34.28	\$66,855	\$34.62	\$67,523	\$35.14	\$68,536	\$35.32	\$68,879
	Step 3	\$35.36	\$68,955	\$35.36	\$68,955	\$35.36	\$68,955	\$35.71	\$69,644	\$36.25	\$70,689	\$36.43	\$71,042
	Step 4	\$36.56	\$71,291	\$36.56	\$71,291	\$36.56	\$71,291	\$36.93	\$72,004	\$37.48	\$73,084	\$37.67	\$73,449
	Step 5	\$37.80	\$73,709	\$37.80	\$73,709	\$37.80	\$73,709	\$38.18	\$74,446	\$38.75	\$75,562	\$38.94	\$75,940
	Step 6	\$39.09	\$76,220	\$39.09	\$76,220	\$39.09	\$76,220	\$39.48	\$76,982	\$40.07	\$78,137	\$40.27	\$78,528
	Step 25	\$40.42	\$78,820	\$40.42	\$78,820	\$40.42	\$78,820	\$40.82	\$79,608	\$41.43	\$80,802	\$41.64	\$81,206
Nurse Practitioner *	Step 1	\$45.84	\$89,392	\$45.84	\$89,392	\$45.84	\$89,392	\$46.30	\$90,286	\$46.99	\$91,640	\$47.22	\$92,098
	Step 2	\$47.26	\$92,156	\$47.26	\$92,156	\$47.26	\$92,156	\$47.73	\$93,078	\$48.45	\$94,474	\$48.69	\$94,946
	Step 3	\$48.72	\$95,006	\$48.72	\$95,006	\$48.72	\$95,006	\$49.21	\$95,956	\$49.95	\$97,395	\$50.20	\$97,882
	Step 4	\$50.23	\$97,945	\$50.23	\$97,945	\$50.23	\$97,945	\$50.73	\$98,924	\$51.49	\$100,408	\$51.75	\$100,910
	Step 5	\$51.78	\$100,973	\$51.78	\$100,973	\$51.78	\$100,973	\$52.30	\$101,983	\$53.08	\$103,512	\$53.35	\$104,030
	Step 6	\$53.59	\$104,507	\$53.59	\$104,507	\$53.59	\$104,507	\$54.13	\$105,552	\$54.94	\$107,135	\$55.21	\$107,671
	Step 25	\$55.47	\$108,165	\$55.47	\$108,165	\$55.47	\$108,165	\$56.02	\$109,247	\$56.86	\$110,885	\$57.14	\$111,440

* Long Service Increment – A new step will be added to the pay scale. The new step will be effective on April 1, 2008. The step will be available to a Registered Nurse who has completed twenty-five (25) years of service with the Employer. The step will be a salary increment 3.5% greater than the highest rate in effect for the applicable classification.

October 31, 2018 to October 31, 2020

Classification	Steps	% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Front Desk Reception Patient Resource / Billing Clerk	Step 1	\$16.46	\$32,106	\$16.71	\$32,588	\$16.79	\$32,751	\$17.04	\$33,242	\$17.13	\$33,409
	Step 2	\$17.21	\$33,556	\$17.47	\$34,059	\$17.56	\$34,230	\$17.82	\$34,743	\$17.91	\$34,917
	Step 3	\$17.98	\$35,085	\$18.25	\$35,611	\$18.34	\$35,789	\$18.62	\$36,326	\$18.71	\$36,508
	Step 4	\$18.81	\$36,686	\$19.09	\$37,236	\$19.19	\$37,423	\$19.48	\$37,984	\$19.58	\$38,174
	Step 5	\$19.68	\$38,370	\$19.98	\$38,945	\$20.08	\$39,140	\$20.38	\$39,727	\$20.48	\$39,926
Clinical Aide	Step 1	\$17.93	\$34,977	\$18.20	\$35,502	\$18.29	\$35,680	\$18.56	\$36,215	\$18.65	\$36,396
	Step 2	\$18.31	\$35,701	\$18.58	\$36,236	\$18.67	\$36,417	\$18.95	\$36,964	\$19.04	\$37,148
	Step 3	\$18.66	\$36,404	\$18.94	\$36,950	\$19.03	\$37,135	\$19.32	\$37,692	\$19.42	\$37,880
	Step 4	\$19.03	\$37,127	\$19.32	\$37,684	\$19.42	\$37,872	\$19.71	\$38,440	\$19.81	\$38,633
	Step 5	\$19.41	\$37,830	\$19.70	\$38,398	\$19.80	\$38,590	\$20.10	\$39,168	\$20.20	\$39,364

Classification	Steps	% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Billing & Operations Clerk Community Resource Coordinator Operations Support / Admin Support Senior Front Desk Clerk	Step 1	\$19.58	\$38,163	\$19.87	\$38,736	\$19.97	\$38,930	\$20.27	\$39,514	\$20.37	\$39,711
	Step 2	\$20.24	\$39,462	\$20.54	\$40,054	\$20.64	\$40,254	\$20.95	\$40,858	\$21.05	\$41,062
	Step 3	\$20.90	\$40,760	\$21.21	\$41,371	\$21.32	\$41,578	\$21.64	\$42,202	\$21.75	\$42,413
	Step 4	\$21.57	\$42,058	\$21.89	\$42,689	\$22.00	\$42,902	\$22.33	\$43,546	\$22.44	\$43,763
	Step 5	\$22.24	\$43,356	\$22.57	\$44,006	\$22.68	\$44,226	\$23.02	\$44,890	\$23.14	\$45,114
Payroll and Accounting Administrator	Step 1	\$20.88	\$40,723	\$21.19	\$41,334	\$21.30	\$41,541	\$21.62	\$42,164	\$21.73	\$42,375
	Step 2	\$21.51	\$41,929	\$21.83	\$42,558	\$21.94	\$42,770	\$22.27	\$43,412	\$22.38	\$43,629
	Step 3	\$22.12	\$43,134	\$22.45	\$43,781	\$22.56	\$44,000	\$22.90	\$44,660	\$23.01	\$44,883
	Step 4	\$22.74	\$44,360	\$23.08	\$45,025	\$23.20	\$45,250	\$23.55	\$45,929	\$23.67	\$46,158
	Step 5	\$23.37	\$45,565	\$23.72	\$46,248	\$23.84	\$46,480	\$24.20	\$47,177	\$24.32	\$47,413
Dental Assistant	Step 1	\$21.14	\$41,214	\$21.46	\$41,832	\$21.57	\$42,042	\$21.89	\$42,672	\$22.00	\$42,885
	Step 2	\$21.76	\$42,423	\$22.09	\$43,059	\$22.20	\$43,274	\$22.53	\$43,923	\$22.64	\$44,143
	Step 3	\$22.38	\$43,634	\$22.72	\$44,289	\$22.83	\$44,510	\$23.17	\$45,178	\$23.29	\$45,404
	Step 4	\$22.99	\$44,843	\$23.33	\$45,515	\$23.45	\$45,743	\$23.80	\$46,429	\$23.92	\$46,661
	Step 5	\$23.62	\$46,054	\$23.97	\$46,745	\$24.09	\$46,979	\$24.45	\$47,684	\$24.57	\$47,922

Classification	Steps	% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Client Case Manager	Step 1	\$21.60	\$42,109	\$21.92	\$42,741	\$22.03	\$42,955	\$22.36	\$43,599	\$22.47	\$43,817
	Step 2	\$22.35	\$43,576	\$22.69	\$44,230	\$22.80	\$44,451	\$23.14	\$45,118	\$23.26	\$45,343
	Step 3	\$23.23	\$45,284	\$23.58	\$45,963	\$23.70	\$46,193	\$24.06	\$46,886	\$24.18	\$47,120
	Step 4	\$24.08	\$46,971	\$24.44	\$47,676	\$24.56	\$47,914	\$24.93	\$48,633	\$25.05	\$48,876
	Step 5	\$24.96	\$48,679	\$25.33	\$49,409	\$25.46	\$49,656	\$25.84	\$50,401	\$25.97	\$50,653
IT Technician	Step 1	\$26.47	\$51,620	\$26.87	\$52,394	\$27.00	\$52,656	\$27.41	\$53,446	\$27.55	\$53,713
	Step 2	\$27.36	\$53,333	\$27.77	\$54,133	\$27.91	\$54,404	\$28.33	\$55,220	\$28.47	\$55,496
Dental Hygienist	Step 1	\$27.24	\$53,121	\$27.65	\$53,918	\$27.79	\$54,187	\$28.21	\$55,000	\$28.35	\$55,275
	Step 2	\$28.16	\$54,918	\$28.58	\$55,742	\$28.72	\$56,020	\$29.15	\$56,861	\$29.30	\$57,145
	Step 3	\$29.06	\$56,677	\$29.50	\$57,527	\$29.65	\$57,814	\$30.09	\$58,681	\$30.24	\$58,975
	Step 4	\$29.96	\$58,432	\$30.41	\$59,309	\$30.56	\$59,605	\$31.02	\$60,499	\$31.18	\$60,802
	Step 5	\$30.88	\$60,233	\$31.34	\$61,137	\$31.50	\$61,442	\$31.97	\$62,364	\$32.13	\$62,676
	Step 6	\$31.80	\$61,992	\$32.28	\$62,922	\$32.44	\$63,236	\$32.93	\$64,185	\$33.09	\$64,506

Classification	Steps	% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Community Nutritionist	Step 1	\$29.70	\$57,894	\$30.15	\$58,763	\$30.30	\$59,057	\$30.75	\$59,942	\$30.90	\$60,242
	Step 2	\$30.97	\$60,395	\$31.43	\$61,301	\$31.59	\$61,607	\$32.06	\$62,531	\$32.22	\$62,844
	Step 3	\$33.54	\$65,400	\$34.04	\$66,381	\$34.21	\$66,713	\$34.72	\$67,713	\$34.89	\$68,052
	Step 4	\$34.82	\$67,901	\$35.34	\$68,920	\$35.52	\$69,264	\$36.05	\$70,303	\$36.23	\$70,655
	Step 5	\$36.22	\$70,630	\$36.76	\$71,689	\$36.94	\$72,047	\$37.49	\$73,128	\$37.68	\$73,494
	Step 6	\$37.62	\$73,359	\$38.18	\$74,459	\$38.37	\$74,831	\$38.95	\$75,954	\$39.14	\$76,334
	Step 7	\$39.14	\$76,316	\$39.73	\$77,460	\$39.93	\$77,848	\$40.53	\$79,015	\$40.73	\$79,410
Occupational Therapist	Step 1	\$30.61	\$59,691	\$31.07	\$60,586	\$31.23	\$60,889	\$31.70	\$61,803	\$31.86	\$62,112
	Step 2	\$33.14	\$64,623	\$33.64	\$65,592	\$33.81	\$65,920	\$34.32	\$66,909	\$34.49	\$67,244
	Step 3	\$34.40	\$67,087	\$34.92	\$68,094	\$35.09	\$68,434	\$35.62	\$69,461	\$35.80	\$69,808
	Step 4	\$35.79	\$69,775	\$36.33	\$70,822	\$36.51	\$71,176	\$37.06	\$72,244	\$37.25	\$72,605
	Step 5	\$37.19	\$72,515	\$37.75	\$73,603	\$37.94	\$73,971	\$38.51	\$75,080	\$38.70	\$75,456
	Step 6	\$38.66	\$75,377	\$39.24	\$76,508	\$39.44	\$76,890	\$40.03	\$78,044	\$40.23	\$78,434

Classification	Steps	% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Nurse *	Step 1	\$33.81	\$65,921	\$33.98	\$66,250	\$34.49	\$67,244	\$34.66	\$67,580
	Step 2	\$34.79	\$67,873	\$34.96	\$68,212	\$35.48	\$69,236	\$35.66	\$69,582
	Step 3	\$35.93	\$70,069	\$36.11	\$70,419	\$36.65	\$71,476	\$36.83	\$71,833
	Step 4	\$37.19	\$72,512	\$37.38	\$72,875	\$37.94	\$73,968	\$38.13	\$74,337
	Step 5	\$38.49	\$75,041	\$38.68	\$75,416	\$39.26	\$76,547	\$39.46	\$76,930
	Step 6	\$39.84	\$77,666	\$40.04	\$78,055	\$40.64	\$79,226	\$40.84	\$79,622
	Step 25	\$41.22	\$80,384	\$41.43	\$80,786	\$42.05	\$81,998	\$42.26	\$82,408
Social Worker	Step 1	\$34.13	\$66,550	\$34.30	\$66,883	\$34.81	\$67,886	\$34.98	\$68,226
	Step 2	\$35.47	\$69,198	\$35.65	\$69,544	\$36.18	\$70,587	\$36.36	\$70,940
	Step 3	\$38.34	\$74,732	\$38.53	\$75,106	\$39.11	\$76,232	\$39.31	\$76,613
	Step 4	\$39.81	\$77,618	\$40.01	\$78,006	\$40.61	\$79,176	\$40.81	\$79,572
	Step 5	\$41.41	\$80,747	\$41.62	\$81,151	\$42.24	\$82,368	\$42.45	\$82,780
	Step 6	\$43.13	\$84,119	\$43.35	\$84,539	\$44.00	\$85,807	\$44.22	\$86,236
	Step 7	\$44.86	\$87,486	\$45.08	\$87,923	\$45.76	\$89,242	\$45.99	\$89,688

* Long Service Increment – A new step will be added to the pay scale. The new step will be effective on April 1, 2008. The step will be available to a Registered Nurse who has completed twenty-five (25) years of service with the Employer. The step will be a salary increment 3.5% greater than the highest rate in effect for the applicable classification.

Classification	Steps	% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Patient Care Coordinator	Step 1	\$34.84	\$67,960	\$35.01	\$68,300	\$35.54	\$69,324	\$35.72	\$69,671
	Step 2	\$35.85	\$69,912	\$36.03	\$70,262	\$36.57	\$71,316	\$36.75	\$71,672
	Step 3	\$36.98	\$72,108	\$37.16	\$72,469	\$37.72	\$73,556	\$37.91	\$73,923
	Step 4	\$38.24	\$74,551	\$38.43	\$74,924	\$39.01	\$76,048	\$39.21	\$76,428
	Step 5	\$39.52	\$77,079	\$39.72	\$77,465	\$40.32	\$78,627	\$40.52	\$79,020
	Step 6	\$40.87	\$79,706	\$41.07	\$80,104	\$41.69	\$81,306	\$41.90	\$81,712
	Step 25	\$42.26	\$82,424	\$42.47	\$82,836	\$43.11	\$84,079	\$43.33	\$84,499
Nurse Practitioner *	Step 1	\$47.93	\$93,480	\$48.17	\$93,947	\$48.89	\$95,357	\$49.13	\$95,833
	Step 2	\$49.42	\$96,370	\$49.67	\$96,852	\$50.42	\$98,305	\$50.67	\$98,796
	Step 3	\$50.95	\$99,351	\$51.20	\$99,847	\$51.97	\$101,345	\$52.23	\$101,852
	Step 4	\$52.53	\$102,424	\$52.79	\$102,936	\$53.58	\$104,480	\$53.85	\$105,003
	Step 5	\$54.15	\$105,590	\$54.42	\$106,118	\$55.24	\$107,710	\$55.52	\$108,249
	Step 6	\$56.04	\$109,286	\$56.32	\$109,833	\$57.16	\$111,480	\$57.45	\$112,037
	Step 25	\$58.00	\$113,111	\$58.29	\$113,677	\$59.16	\$115,382	\$59.46	\$115,959

* Long Service Increment – A new step will be added to the pay scale. The new step will be effective on April 1, 2008. The step will be available to a Registered Nurse who has completed twenty-five (25) years of service with the Employer. The step will be a salary increment 3.5% greater than the highest rate in effect for the applicable classification.

APPENDIX "B"
EDUCATION PREMIUMS

A Nurse* who is qualified for more than one education premium shall only receive the highest education premium for which the Nurse qualifies. The education premiums are supplemental to the annual wage, and therefore the hourly rate, as set out in Appendix "A" and as such shall be applied as an additional hourly premium. Education premiums shall be pro-rated for Part-time Nurses based on regular hours paid.

A. EDUCATION PREMIUMS

(a) Post-Graduate Program (Between 450 hours and 900 hours)

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be a minimum of 450 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: three hundred fifteen dollars (\$315.00)
April 1, 2008: three hundred thirty-three dollars (\$333.00)

(b) Post-Graduate Program (In excess of 900 hours)

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be in excess of 900 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: six hundred thirty dollars (\$630.00)
April 1, 2008: six hundred sixty-seven dollars (\$667.00)

(c) B.N. or B.Sc.N.

For any Registered Nurse in the bargaining unit who holds a B.N. or B.Sc.N., the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: one thousand three hundred sixty-five dollars (\$1365.00)
April 1, 2008: one thousand four hundred forty-five dollars (\$1445.00)

(d) Masters Degree in Nursing

For any Registered Nurse in the bargaining unit who holds a Masters Degree in Nursing, the following premium will be added to the Nurse's regular annual rate of pay:

October 31, 2006: one thousand eight hundred fifty dollars (\$1850.00)
April 1, 2008: one thousand nine hundred sixty-one dollars (\$1961.00)

B. CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM

The following premium will be added to the regular annual pay for any Registered Nurse in the Bargaining Unit who is in receipt of a current certification under the Canadian Nurse Association Certification program and who is employed in a capacity utilizing this training, who submits proof of the certification to the Employer, payable each year the certification is current:

April 1, 2008: nine hundred ninety-six dollars (\$996.00)

A Nurse may qualify for one of the current educational premiums and the new CNA premium

* For the purpose of Appendix "B", the term "Nurse" includes all nurses employed with the Centre including full-time, part-time, casual and nurse practitioners.

APPENDIX "C"

Supplemental Employment Benefit Plan

Eligibility

Any employee, having been employed with the Employer for a minimum of six months, who is granted pregnancy or parental or adoption leave in accordance with the Labour Standards Code, will be eligible for benefits under the plan, provided the employee has registered at and complied with the reporting requirements of the Employment Insurance Act, S.C. 1996, c. 23 for Employment insurance benefits and supplementary benefits as outlined herein. Employees do not have the right to payments under this Article except for supplementation of Employment insurance benefits for the employment period as specified herein.

Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
 - (ii) where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.
 - (iii) up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits, the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employees' classification. For the purpose of this calculation the hours used for a part-time employee shall be the actual hours paid, or the hours based on the current appointment status of the part-time employee as a percentage of full-time hours, whichever is greater.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources and Skills Development Canada, where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance (E.I.) benefits pursuant to Section 23 of the Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of 1 week before receiving E.I. Benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
 - (ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the

E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

- (iii) Up to a maximum of ten (10) additional weeks as follows:
 - 1) where the employee is in receipt of standard E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay;
 - 2) where the employee is in receipt of extended E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay;

less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

- (c) For the purpose of this allowance "standard E.I. parental benefits" means the E.I. benefits paid to an employee who is taking parental leave of up to thirty-five (35) weeks and "extended E.I. parental benefits" means the E.I. benefits paid to an employee who is taking a parental leave greater than thirty-five (35) weeks.
- (d) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for their classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification. For the purpose of this calculation the hours used for a part-time employee shall be the actual hours paid, or the hours based on the current appointment status of the part-time employee as a percentage of full-time hours, whichever is greater.
- (e) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (f) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources and Skills Development Canada where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

APPENDIX "D"

Paid Leave Benefits

Anywhere in the Collective Agreement where it provides for paid leave benefits, including when those leaves are expressed in days or weeks, those benefits will be converted to hours on the basis of one day's benefits being equivalent to 1/10 of the regular bi-weekly hours for the employee's classification.

In Witness Whereof, the Parties have signed this

For the Union:

For the Employer:

DATED this _____ day of _____, 2018.

MEMORANDUM OF AGREEMENT #1

Intimate Partner Violence*

The Employer, Employees and the Union support preventing and addressing intimate partner violence.

Therefore the parties agree within the life of the agreement, that the Employer, the Union, the Employees and the Board of Directors, by way of the Labour Management Committee shall create a policy on intimate partner violence.

In Witness Whereof, the Parties have signed this

For the Union:

For the Employer:

DATED this _____ day of _____, 2018.

MEMORANDUM OF AGREEMENT #2

RRSP Plan:

- a) Each employee shall contribute 6% of her/his earnings by payroll deduction. For the purpose of this program, the term "earnings" shall mean the gross salary paid to the employee, excluding overtime, premiums, or other allowances. The Employer shall contribute a matching amount each pay period.
- b) The monies contributed shall be deposited with the Credit Union Atlantic in a variable interest RRSP account in the employee's name.

A married employee may elect that part or all of her/his contributions under this plan be paid into a spousal RRSP for her/his spouse. Such spousal RRSP shall be subject to all of the general terms and conditions set out in this Agreement.

Subsequent to the monies being deposited in a variable rate RRSP account, the employee may select any investment option under RRSP's offered by the Federal Savings Credit Union. Employees may also transfer the deposits into an RRSP account with another financial institution and select any RRSP investment option offered by that institution.

- c) Contributions made to this program by the employee and the Employer may be withdrawn by the employee within the following guidelines:
 - 1 The initial withdrawal must not exceed 50% of the existing RRSP account.
 - 2 Further withdrawals shall not be considered for two years from the first withdrawal. Only one withdrawal will be considered within any two year period.
 - 3 Second and subsequent withdrawals will not exceed 25% of employee contribution to the RRSP plan.
 - 4 The Employer contribution to the RRSP fund will not be accessible to the employee at anytime, until termination of employment with the Health Association.
- d) Current members of the RRSP Plan can switch to the Pension Plan, subject to eligibility requirements, however an employee cannot re-enter the RRSP plan once having switched to the Pension Plan.

In Witness Whereof, the Parties have signed this

For the Union:

For the Employer:

DATED this _____ day of _____, 2018.

MEMORANDUM OF AGREEMENT #3

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

12 Hour Shifts for Employees who work MOSH

The Parties agree that employees who work in MOSH work eleven and one-quarter hours shifts (11.25).

For the purposes of this Memorandum of Agreement, statutory holidays shall be seven point five (7.5) hour days, and all other applicable leaves, including sick leave, vacation, etc., shall be in accordance with employees' schedules.

The normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a rotation.

The employees who work eleven and one-quarter hours shifts (11.25) are entitled to a forty-five minute (45) minute unpaid break and three (3) paid fifteen minute rest periods, employees shall be entitled to combine break periods where operationally possible.

In Witness Whereof, the Parties have signed this

For the Union:

For the Employer:

DATED this _____ day of _____, 2018.

MEMORANDUM OF AGREEMENT #4

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Whereas the Employer has project employees working on the Housing First Project;

These positions include the following:

Housing First Team Lead (Project Lead) - \$30.76/hour (1 position)

Intensive Case Manager - \$25.64/hour (4 positions)

Program Coordinator - \$20.00/hour (1 position)

These employees are hired pursuant to the terms of the funding arrangement with the third-party funder and are not included in Appendix A of the Collective Agreement.

In Witness Whereof, the Parties have signed this

For the Union:

For the Employer:

DATED this _____ day of _____, 2018.

MEMORANDUM OF AGREEMENT #5

BETWEEN:

NORTH END COMMUNITY HEALTH ASSOCIATION

AND:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Whereas the Collective Agreement provided for a Retirement Allowance;

Whereas the *Public Services Sustainability Act (2015)* requires that any calculation of any service award under any Collective Agreement covered under the legislation must be made by using the compensation rate of, and the amount of service accrued by the person immediately before April 1, 2015;

Whereas the Employer is covered by the legislation;

18.04 Retirement Allowance

Effective November 1, 2008, a permanent Employee with a minimum of ten (10) years of service with the Employer who retires in accordance with the provisions of the Employer's Pension Plan shall be entitled to the payment of four hundred dollars (\$400.00) per year of service to a maximum of ten thousand (\$10,000) as long as the Employer continues to be funded for this benefit.

Public Services Sustainability (2015) Act

- (a) Notwithstanding Article (Retirement Allowance)18.04, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.
- (b) Employee will have the option to obtain an early payout of their Retirement Allowance accrued up to March 31, 2015, regardless of whether they have yet met the threshold of 10 years service or receive payout on retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015.

Employees who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

In Witness Whereof, the Parties have signed this

For the Union:

For the Employer:

DATED this _____ day of _____, 2018.