

COLLECTIVE AGREEMENT

BETWEEN

EMERGENCY MEDICAL CARE INC. (EMC)

AND

**THE NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
LOCAL 21**

JANUARY 20TH, 2015 TO OCTOBER 31ST, 2018

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PREAMBLE

The Parties are committed to working together in an atmosphere of cooperation. The Parties agree to instruct their respective Supervisors, executives and stewards in the meaning and use of different clauses in the Collective Agreement so that anything contrary to the spirit and intent of the Collective Agreement which might have the effect of providing discord or irritation between Employees and the Company will be avoided.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

In this Agreement,

- (1) "Bargaining Unit" means all Employees of McKesson Canada Corporation engaged as TeleHealth Associates and Counselors at 239 Brownlow Avenue in Dartmouth, Nova Scotia, excluding Registered Nurses (RN), Supervisors and those above the rank of Supervisor, those Employees covered by other certification orders or Collective Agreements, and those persons excluded by Subsection (2) of the *Trade Union Act*.
- (2) "Day" except where otherwise provided, means calendar day.
- (3) "Employee" means a person who is included in the bargaining unit.
- (4) "Employer" means McKesson Canada Corporation.
- (5) "Full-time Employee" means one hired to work the full-time hours of work as defined in this Collective Agreement.
- (6) "Part-time Employee" means an Employee who is hired to work less than the full-time hours as defined in this Collective Agreement.
- (7) "Service" means the total accumulated months of employment with the Employer, as an Employee since the last date of hire.
- (8) "Term Employee" means an Employee who is hired to replace an incumbent on an approved leave of absence in excess of three (3) months.
- (9) "Union" means the Nova Scotia Government and General Employees Union.

1.02

The Parties agree that throughout the body of this Collective Agreement the masculine or feminine gender shall include the feminine and masculine gender respectively.

ARTICLE 2 - UNION RECOGNITION & SCOPE OF AGREEMENT

2.01

This Agreement dated January 20th, 2015 is entered into between McKesson Canada Corporation (the ``Company``) and the Nova Scotia Government and General Employees Union, Local 21 (the ``Union``) on behalf of the Employees of the Company represented by the Union as defined in Article 2.01. The Company and the Union will collectively be referred to as the ``Parties``.

2.02 Bargaining Agent Recognition

The Company agrees to recognize the Union as the sole and exclusive collective bargaining agent for all Employees engaged as TeleHealth Associates and Counselors, at 239 Brownlow Avenue in Dartmouth, Nova Scotia, excluding Registered Nurses (RN), Supervisors and those above the rank of Supervisor, those Employees covered by other certification orders or Collective Agreements, and those persons excluded by Subsection (2) of the *Trade Union Act*.

2.03 No Discrimination for Union Activity

The Company will not interfere with the right of its Employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against Employees because of membership in the Union. Also, there shall be no discrimination or coercion against Employees because of Union activity as provided for in this Collective Agreement. The Union agrees not to intimidate or coerce Employees into membership and also not to solicit membership on Company time.

2.04

Subsequent to the signing date of this Collective Agreement, in the event that new positions are created or former positions are changed in such a way that makes the status of such positions questionable as to whether they should be included or excluded from the bargaining unit, then the Parties will meet to determine its disposition. If the Parties do not reach agreement on the matter, the case will be referred to the Labour Relations Board for a decision.

ARTICLE 3 - DISCRIMINATION AND HARASSMENT

3.01 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any Employee on any grounds defined in the Human Rights Act, S.N.S. 1991, c.12, except as authorized by the Human Rights Act, or any other law. These grounds include: age; race; religion; creed; sex; sexual orientation; physical disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

3.02

The Company and the Union agree that Employees covered by this Collective Agreement shall not be subject to harassment as outlined in the Company policy on Respect in the Workplace.

The Company and the Union agree to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.

3.03

The Company shall post its policy on Respect in the Workplace and provide the Union with a copy of the Company policy upon request.

3.04

There shall be no compulsory retirement age for Employees.

ARTICLE 4 - UNION SECURITY AND UNION DUES

4.01

The Company agrees that when new Employees are being hired, the Company shall notify them that the Nova Scotia Government and General Employees Union (NSGEU), is the official bargaining agent.

4.02

The Union will inform the Company of the deductions to be made under Article 3.01.

4.03

Monies deducted during a month shall be submitted by the Company to the Union no later than the tenth (10th) day following the month, and accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

4.04

The Union shall indemnify the Company and hold it harmless against any and all claims, demands and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this article.

4.05

For each Employee, the Company shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this article.

ARTICLE 5 - APPLICATION AND FUTURE LEGISLATION

5.01 Application

This Collective Agreement applies to and is binding on the Union, the Employees and the Company.

5.02 Future Legislation

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

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Management Rights

- (a) The Union recognizes and agrees that all the rights, powers and authority both to operate its business and direct the workforce are vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.
- (b) The Employer reserves the right to delegate any authority under this Agreement.

6.02

The Company reserves the right to change, add, augment or improve the present processes and technology; or to install new technology, either as a substitute for, or in addition to present technology in any part of the operation. In the event the result of any change impacts the workforce, the Employer will apply the pertinent provisions of the Collective Agreement.

6.03

The rights reserved to Management herein are subject to all other provisions of this Collective Agreement and will be exercised in a manner that is consistent with the terms of the Collective Agreement.

6.04

Where reasonably possible, the Company will provide the Union with advance notice of the establishment of any new rule or policy which will apply to all Employees in the bargaining unit.

ARTICLE 7 – REPRESENTATION

7.01

Subject to operational requirements, the Company agrees to grant time off, for a total of ten (10) days, to a maximum of two (2) members of the Union for time spent while attending negotiation meetings with the Company during regular working hours.

7.02

The Company shall recognize the stewards designated by the Union. A steward, at the time of his appointment, must be an active Employee of the Company. Wherever possible, the steward will represent Employees in all matters pertaining to the Collective Agreement. The parties agree that there will only be one (1) steward present at any meeting with the Employer.

7.03

The Union shall confirm in writing to the Company the names of the Local Executive and Stewards.

7.04

The Parties will attempt to carry on Union business in a way that minimizes disruptions to Employee's work. Employees shall not be paid by the Company for any time spent on Union business, except in cases where the Employees are called upon by the Company to attend for

the discussion of the Union and Company business, for attendance at grievance meetings or when an Employee is required to consult with a steward in contemplation of filing a grievance, for attendance at labour management meetings, at health and safety committee meetings, or as otherwise provided for in other clauses of the Collective Agreement.

7.05

The Chief Steward or members of the Local Executive shall not leave their work to carry out Union business during working hours without first requesting permission for a specific duration from their Supervisor.

7.06

A Representative of the Union, after consulting with the Company, shall be admitted to the Company's premises during working hours, at reasonable times, to attend meetings related to Employees, to observe working conditions at such a time and place as mutually agreed with the Company. The Union Representative agrees to comply with the Company rules and policies and the Company agrees that such visitation rights will not be unreasonably denied.

7.07 Leave of absence without pay for Union business

Where operational requirements permit, leave of absence without pay may be granted to Employees for union business as authorized by the Union. The Employee must request these leaves with a minimum of fourteen (14) days' notice.

7.08 Leave of absence without pay for Union business

If the Union so requests in writing, the Employer shall continue to pay the salary of any Employee who is granted leave under Article 7.07, shall bill the Union, and the Union shall pay an amount equal to the Employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

7.09 Recognition, Rights and Duties of Stewards

With prior approval from the Employer, and where operational requirements permit, a union steward will be given the opportunity to meet with each new Employee, within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes sometime within the first fifteen (15) days of employment for the purpose of acquainting the new Employee with the benefits and responsibilities of Union membership and the Employees responsibilities and obligations to the Employer and the Union.

7.10 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to Article 5.08, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on approved leave for union business, so long as the cost of benefits are reimbursed by the Employee or the Union.

ARTICLE 8 - HOURS OF WORK

8.01

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. Unless this agreement provides otherwise, the hours of work shall be seventy five (75) hours per bi-weekly period.

8.02

Subject to operational requirements, the Company will schedule full-time Employees one weekend off in each two week period, unless mutually agreed otherwise. In the event operations require Employees to work additional shifts, including Saturday and Sunday, applicable overtime rules will apply.

8.03

Employees will not be required to work more than six (6) consecutive days between days off, unless mutually agreed otherwise.

8.04

Schedules of hours to be worked will be posted with a minimum of four (4) weeks' notice in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks.

8.05

In order to meet the operational needs required to provide Nova Scotia TeleCare clients with 24/7 TeleHealth services, schedules may be subject to change to meet business demands. The Company will endeavor to provide as much notice as possible to Employees in the event of a change in their shift, with a minimum of twenty-four (24) hours.

8.06

Employees are permitted to trade shifts among themselves provided they provide sufficient notice to the Company, follow the established procedures for a shift trade and obtain management approval prior to the trade becoming effective.

8.07

Attendance at meetings and/or training that are deemed mandatory will be compensated in accordance with the overtime provisions in Article 10, if applicable. Employees will be compensated for actual time when attending mandatory meetings, if the meeting is outside of their scheduled shift. It is understood any mandatory meetings will have a minimum duration of one (1) hour.

8.08

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within eight (8) hours of the completion of the Employee's previous shift. Shift arrangements requested by the Employee(s) in writing and approved by the Employer, in variance to the foregoing, shall not constitute a violation of this provision.

8.09

During the two (2) week period Employees shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.

8.10 Split shifts

Split shifts may be scheduled if the Employee consents to work such shifts.

8.11

Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an Employee from being continuously assigned to an evening or night shift at the Employee's request where such continuing assignment is acceptable to the Employer.

8.12 Night shift premium

An Employee shall receive a shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked, including overtime hours worked for hours scheduled between 7:00 p.m. and 7:00 a.m.

8.13 Weekend shift premium

An Employee shall receive a shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday.

8.14 Bilingual premium

As of the date of signing of this Collective Agreement, an Employee hired to work as a bilingual TeleHealth Associate shall receive a bilingualism premium of two dollars (\$2.00) per hour.

ARTICLE 9 - BREAKS AND MEAL PERIODS

9.01

The Company will develop breaks and meal period schedules to help ensure each staff member receives an opportunity to step away from the work environment to rest and have a meal break. It may be necessary, at times, based on call volumes and/or technical issues for those schedules to be changed.

9.02

Supervisors will advise staff members when an issue is occurring and breaks and meal periods must be changed. Supervisors will then change the time allotments for breaks and meal periods based on call volumes and make every attempt to ensure that staff members have the opportunity to take their entitled breaks during the course of their shift.

9.03

Employees working a four (4) hour shift are entitled to take 1X15 minutes break period without pay.

9.04

Employees working a five (5) hour shift are entitled to take 1X30 minutes break period with pay.

9.05

Employees working a six (6) hour shift or seven (7) hour shift are entitled to take 1X30 minutes break period with pay and 1X15 minutes break period without pay.

9.06

Employees working an eight (8) hour shift are entitled to take 1X30 minutes break period with pay and 2X15 minutes break periods without pay.

Employees working split eight (8) hour shifts are entitled to take 1X30 minutes break period without pay and 1x30 minute break period without pay, to be divided between both shift segments.

9.07

Employees working a ten (10) hour shift are entitled to take 1X30 minutes break period and 3x15 minutes break periods, 37.5 minutes of break time are paid and 37.5 minutes of break time are without pay.

Employees working split ten (10) hour shifts are entitled to take seventy (75) minutes of break time to be divided between both shift segments; 37.5 minutes of break time are paid and 37.5 minutes of break time are without pay.

ARTICLE 10 - OVERTIME**10.01**

If an Employee is required by the Company to work in excess of seventy five (75) hours bi-weekly, the Employee shall be paid overtime at the rate of one and one-half (1 ½) times the Employee's regular hourly rate for each additional hour of work in excess of seventy five (75) hours bi-weekly.

10.02

In the event that the Company is unable to fulfill its overtime requirements with volunteers, the Company shall be entitled to compel Employees to work overtime in reverse order of seniority. In such circumstances, Employees shall only be entitled to refuse to work because of significant personal or medical reasons.

10.03

Extra time will be paid when an Employee works in increments of fifteen (15) minutes or more beyond end of scheduled shift due to a long call. Requests for extra time payment are to be approved by management.

10.04 Overtime Compensation

Time worked in addition to the regular scheduled shifts as defined in Article 10.01, or time worked in a bi-weekly pay period that is in excess of the bi-weekly hours as defined in Article 10.01, shall be compensated at the rate of one and one half (1½T) times the regular hourly rate for the overtime worked. An Employee who works in excess of four (4) hours overtime in any one day shall be compensated at the rate of two times (2T) the regular hourly rate for the overtime worked after the first four hours of overtime worked.

10.05

Employees who agree to work overtime and then fail to report to work, without a valid reason, will be subject to discipline.

10.06

There shall be no pyramiding of shift and weekend premiums, overtime or any combination of hours subject to overtime premium or holiday pay for the purpose of calculating wages.

10.07 Allocation and Notice of Overtime

(a) The Employer agrees that when overtime is required, it will be allocated as follows:

- Overtime that is unpredictable will be offered by seniority to the eligible Employees that are present at work, subject to Article 10.02;
- Overtime that is predictable will be offered by seniority to all eligible Employees, on a rotational basis, subject to Article 10.02;

(b) The Employer shall make every reasonable effort to give Employees who are required to work overtime, as much notice as is operationally possible.

10.08 Call-In

(a) An Employee required to report back to work after leaving the premises of the work location, following completion of a shift but before the commencement of the next shift, or called in to work on a day the Employee is not scheduled to work, shall be scheduled for a minimum of four (4) hours and paid at straight time, or the overtime rate, whichever is applicable.

The minimum guarantee of four (4) hours work shall not apply to part-time Employees who are offered additional hours of work.

(b) An Employee who is on the Employer's premises prior to the commencement of his shift, and is requested to begin work by the Employer, shall be offered to change shift or will be paid overtime rates for that period of time worked at the end of the actual shift, whichever is operationally feasible.

10.09 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the Employee, and with the approval of the Employer, or its representative, overtime may be granted in the form of time off in lieu of overtime hours worked. Employees will be allowed to bank overtime in lieu of payment at the appropriate applicable rate and the maximum amount of banked hours at any time in the fiscal year will be thirty-seven and one half (37 ½) hours. Banked overtime will be paid at straight time rate of pay.

10.10 Time Off in Lieu of Overtime

Where time off with pay in lieu of overtime hours worked has not been taken prior to the end of the Company fiscal year (March 31st), the balance of the banked overtime will be paid out at straight time rate of pay.

10.11 Daylight Savings Time

The changing of Daylight Savings Time to Standard Time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Employees completing their shift and those commencing their shift.

ARTICLE 11 - WAGES

11.01

Wages shall be paid according to Schedule ``A`` attached hereto.

11.02

Employees shall be paid by automatic deposit by noon on Thursday of each pay period for the hours worked in the previous pay period. It is agreed that Employees will be paid for the time they have worked as shown by the Company time records. If there is a discrepancy in pay of more than fifty dollars, and the Employer is at fault, the Employer will reimburse the Employee by cheque or direct deposit.

ARTICLE 12 - VACATIONS

12.01

The general vacation year shall be from May 1st to April 30th each year.

12.02 No Vacation entitlement

No vacation entitlement will be credited to an Employee while on Short Term Disability, Long Term Disability, and Workers' Compensation. Notwithstanding the foregoing, vacation pay shall not be less than required by the Employment Standards Code.

12.03 Vacation entitlement

Vacation entitlement as follows is based on an Employee's continuous service as of May 1st of each year, and prorated to the Employee's full-time equivalent status:

- Seven and one half (7.5) hours of vacation per month of service, to a maximum of seventy five (75) hours annual vacation, for full-time Employees with less than one (1) year of service and;
- Seventy five (75) hours annual vacation for full-time Employees who have completed one (1) year service and have less than three (3) years of service;
- One hundred and twelve and one half (112.5) hours of annual vacation for full-time Employees who have completed three (3) years of service and have less than eight (8) years of service;
- One hundred and fifty (150) hours of annual vacation for full-time Employees who have completed eight (8) years of service.

12.04

Vacation leave will be scheduled on a seniority basis, by classification, provided management can maintain a sufficient working force to handle the work available.

12.05

Employees may only take two (2) consecutive weeks' vacation during the summer peak periods (June 15th to September 15th). Vacation in segments of more than two (2) consecutive weeks, outside the summer peak period, must be authorized by the Company. Employees are not permitted to take vacation between the second (2nd) week of December to the second (2nd) week of January inclusively, of each year.

12.06

Vacation will be scheduled in one (1) week increments. When an Employee has less than one (1) week of vacation to be scheduled, vacation will be scheduled in full day daily or hourly increments.

12.07

All Employees must indicate their choice of vacation in writing. The vacation scheduling procedure will be as follows:

- (a) Before March 1st and subject to paragraph (b), all Employees must submit all their vacation requests for the next vacation year in writing, by completing the appropriate forms and sending them to their immediate Supervisor. Their vacation requests must indicate their first, second and third vacation choices, and must include vacation requests for the entire vacation year.
- (b) An Employee will be permitted to reserve up to one week of vacation hours to be scheduled in daily or hourly increments throughout the vacation year.
- (c) The Company will consider Employee requests in scheduling vacations, but operational requirements will determine when a vacation may be taken. An individual vacation request may be submitted to a maximum of two weeks. Where

an Employee's choice is not available in its entirety, the next available choice will be granted; should none of an Employee's choices be available, the Employee will be allowed to resubmit new choices.

- (d) The Company will advise the Employees of their vacation approval by April 15th of each year.
- (e) Any outstanding vacation entitlement not scheduled by April 15th for the upcoming vacation year will be scheduled on a first come, first served basis, throughout the vacation year, subject to operational requirements.
- (f) Any outstanding vacation entitlement not taken by February 15th of the current vacation year will be scheduled at the discretion of the Company provided reasonable effort has been made to schedule the requested vacation.

12.08

During the Holiday Season, Employees are required to work one complete shift on either December 25th between 00h00 to 23h59, or January 1st, between 00h00 to 23h59.

12.09

Vacations are not cumulative and may not be carried over one year to the next. They are to be taken in the vacation year of entitlement.

12.10

The Employer shall pay the Employee who has been unable of taking his vacation by April 30th, because of illness, the vacation allowance to which he was entitled at April 30th.

12.11 Illness during vacation

If an Employee becomes ill during a period of vacation time and such illness is supported by a medical certificate from a legally qualified medical practitioner, the Employee shall be granted sick leave, and the vacation credit restored to the extent of the sick leave.

12.12 Recall from Vacation

The Employer will not recall an Employee to duty who is on vacation leave, nor will the Employer cancel vacation once it has been approved.

12.13 Vacation Information

The Employee will be informed of the balance of his vacation leave credits on October 1st of each year.

12.14 Unbroken Vacation

Notwithstanding Article 12.05, where operational requirements permit, the Company shall make every reasonable effort to grant to an Employee her request to enjoy her vacation entitlement in a single unbroken period of leave.

ARTICLE 13 - SICK TIME & MEDICAL/DENTAL APPOINTMENTS

13.01

An Employee may claim sick leave when he is unable to attend work due to personal illness or injury, provided he has the necessary sick leave hours.

13.02

Full-time Employees shall be entitled to 75 hours of sick time per fiscal year (April 1st to March 31st) to be used as sick leave. These hours will be prorated to the Employee's full-time equivalent status.

Employees will accumulate sick time at a rate of 6.25 hours for each full month of employment up to a maximum of 75 hours.

13.03

Employees will be granted sick time off at their current basic rate of pay.

13.04

Hours for sick time off will not accumulate during periods of absence due to illness, injury or other approved leaves. An Employee may carry over unused sick time from year to year to a maximum of thirty-seven and one half (37.5) hours.

13.05 Employer Approval

An Employee may be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided he has the necessary sick leave hours.

13.06 Sick Leave Information

The Employee will be informed, of the balance of his sick leave hours, on October 1st of each year.

13.07 Confidentiality

All Employee health information shall be treated as confidential and access to such information shall only be given as authorized by law.

13.08 Medical and Dental Appointments

Provided that the Employee has sufficient sick leave credits, the Employer may grant an Employee paid leave of absence debited against sick leave credits for medical, dental or therapeutic appointment, subject to the following criteria:

- (i) Employees shall arrange medical, dental and therapeutic appointments outside normal working hours, to the extent possible;

- (ii) The Employee shall notify his immediate Supervisor when he is taking time for medical, dental and therapeutic appointments, at least 14 days prior to the scheduled appointment, or as soon as is reasonably possible;
- (iii) The Employer may require proof of attendance at the physician's, dentist's or therapist's office, at the Employee's cost, if any.

13.09 Term Employee

A term Employee whose contract is renewed shall be entitled to sick leave credits accumulated during the previous period of employment.

13.10 Medical certificate

Where, pursuant to this Collective Agreement, an Employee is required to submit a medical certificate or note, the Employee will be responsible for paying the full costs of such document.

13.11 Medical examination

Where an independent medical examination is required by the Employer, the Employer will be responsible for paying the full costs of any such examination.

13.12 Leave for Family Illness

In case of illness of a member of an Employee's family the Employee may be granted, upon approval, and after notifying his immediate Supervisor, to take accumulated vacation or paid holiday time, and if none are available may be granted leave of absence without pay.

ARTICLE 14 - PAID HOLIDAYS

14.01 Paid Holidays

- (a) The recognized Paid Holiday shall be considered as the twenty-four (24) hours elapsing between 00h00 and 23h59 on the day of the actual holiday.
- (b) The recognized Paid Holidays are:

Good Friday	Heritage Day	Victoria Day	Canada Day
Natal Day	Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	New Year's Day	
- (c) Employees who are members of non-Christian religions are entitled to up to three (3) days to observe their spiritual or holy days. Employees may use their vacation allowance, statutory time or take an unpaid leave. Employees must submit these dates to their immediate Supervisor at the same time as their vacation requests.

14.02 Compensation for Paid Holidays

- (a) For the above days, Employees will be paid at their regularly hourly rate, provided they worked their entire scheduled shift before the holiday and their entire scheduled shift after the holiday.

(b) For each recognized holiday, the Employee will be credited the following hours toward their Paid Holiday bank, based on their Full Time Equivalent (FTE) status as follows:

- i. 1.0 FTE will be credited 7.5 Statutory Holiday hours
- ii. 0.8 FTE will be credited 6 Statutory Holiday hours
- iii. Weekend Only Workers (WOW) will be credited 5.625 Statutory Holiday hours
- iv. 0.6 FTE will be credited 4.5 Statutory Holiday hours
- v. 0.5 FTE will be credited 3.75 Statutory Holiday hours
- vi. 0.4 FTE will be credited 3 Statutory Holiday hours

(c) If an Employee works on a recognized holiday, the Employee receives one and one half (1 ½) times the Employee's regular hourly rate for all hours worked on the said holiday, and will be credited the appropriate hours as per paragraph b).

14.03 Overtime on a Holiday

Where an Employee is required to work on a paid holiday, beyond his scheduled shift, the overtime rate will be double time (2X) for the hours worked beyond their regularly scheduled shift.

14.04 Christmas or New Year's Day Off

Each Employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday, provided management can maintain a sufficient workforce to handle the work available. Employees must submit their request for those two (2) holidays off in writing at the same time as their vacation requests.

14.05 Illness on a Paid Holiday

(a) An Employee who is scheduled to work on a paid holiday, and who is unable to report for work due to illness or injury, shall receive sick leave for that day, at the Employee's regular rate of pay and shall be credited the appropriate hours toward their Paid Holiday bank.

(b) An Employee who is on Short Term Illness, shall be deemed to have received the holiday pay on the day designated as a holiday.

14.06

Statutory Holiday time cannot be accumulated. In the event an Employee has not requested or taken his holiday time off, the Company will schedule Paid Holiday banked hours on a rotation basis, either in the month preceding the Statutory Holiday, either in the month in which falls the Statutory Holiday or in the month following the Statutory Holiday.

14.07 Holiday Coinciding with Paid Leave

When a day that is a recognized holiday falls within a period of vacation leave, the holiday shall not count as a day of leave.

ARTICLE 15 - RESIGNATION AND TERMINATION

15.01 Notice of Resignation

An Employee desiring to terminate her employment shall give a minimum notice of fourteen (14) days in writing to the Employer. The Employer shall acknowledge the resignation in writing.

15.02 Compensation for Entitlements

All Employees shall be compensated for salary, overtime, vacation and other entitlements not taken up to the date of termination, based on Company records.

15.03 Reimbursement for Employer

Employees shall reimburse the Employer if the above entitlements have been taken in excess.

ARTICLE 16 - SENIORITY

16.01

Seniority means the length of continuous employment dating from the last date of hire within the bargaining unit.

16.02

The Company agrees to post a current seniority list on April 1st of each year.

16.03

In cases of promotions, demotions due to staff reductions, layoffs and recall following layoff, where qualifications, skills and ability to perform the work required in a competent manner are equal between two or more Employees, preference will be given to the senior Employee.

16.04

A new Employee is classified as a probationary Employee for their first nine hundred (900) hours of work. During the probationary period, the employer shall have the right to terminate a probationary Employee without just cause, so long as such termination is not arbitrary, discriminatory and done in bad faith.

16.05

An Employee shall lose all seniority and employment shall be deemed to have been terminated if the Employee:

- (a) Voluntarily leaves the employ of the Company;
- (b) Is discharged and is not reinstated through the grievance and arbitration procedure;
- (c) Has been laid off for a period of time equal to his seniority to a maximum period of twelve (12) consecutive months;

- (d) Fails to return to work within five (5) calendar days after being recalled from a layoff by notice sent by registered mail;
- (e) Is absent without leave for two (2) consecutive working shifts unless the Employee was unable to notify the Company of an acceptable reason;
- (f) Fails to return upon termination of an authorized leave of absence, unless prior arrangements acceptable to both the Employee and the Company have been made for an extension of such leave.

16.06

Anyone promoted to a management position will maintain bargaining unit seniority based on their length of service within the bargaining unit, for a period of six (6) months. The Employee shall be entitled to return to their former position prior to the conclusion of the six (6) month period.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Layoff

Employees may be laid off because of a Company reorganization, lack of work or for economic reasons.

17.02 Union Notice

The Company will notify the Union in writing of any layoffs of Employees as soon as reasonably possible. The layoff notices shall include the effective date of layoff and the reasons therefore.

17.03 Layoff Procedure

The Company will recognize the principle of seniority when proceeding with layoffs, provided the senior Employee has the qualifications, skills and ability to perform the job in a competent manner.

17.04 Recall

The Company will recognize the principle of seniority when recalling Employees from layoff, provided the senior Employee has the qualifications, skills and ability to perform the job in a competent manner.

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

ARTICLE 18 - JOB POSTING

18.01

When a job vacancy occurs in the bargaining unit and the Company requires a replacement, or when the Company creates a new position, the Employer shall post a notice of such vacancy on the staff bulletin board for a period of seven (7) calendar days.

The posting shall indicate:

- (i) the position title;
- (ii) the status of the vacancy, regular or term;
- (iii) the expected duration of the appointment, if applicable;
- (iii) the position full-time equivalent status, ie 1 FTE, .5 FTE, etc.

18.02 Filling Vacancies

(a) In filling vacancies and new positions, the Company will recognize the principle of seniority where the senior Employee has the qualifications, skills and ability to perform the job in a competent manner.

(b) The Employer may use Supervisors as well as agency staff to perform bargaining unit work on a temporary basis, under the following circumstances:

- Emergency situations, or
- For training purposes, or
- No availability of TeleHealth Associates

18.03 Term Employees and Part-time

Neither term or part-time Employees, nor persons employed from an agency shall be used to avoid filling regular bargaining unit vacancies.

18.04 Filling Vacancies

The Employer will endeavor to fill any job vacancy as soon as possible.

18.05 Return to Former Position

Permanent Employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of the term.

ARTICLE 19 - APPOINTMENT

19.01 Probationary Period

A new Employee is classified as a probationary Employee for their first nine hundred (900) hours of work. Before the end of the probationary period, the Employer has the right to extend the probationary period for a period of three (3) months.

19.02 Confirmation of Permanent Appointment

The Employer shall, after an Employee has served in a position on a probationary basis as per Article 10.01, confirm the appointment on a permanent basis.

19.03 Termination of Term Appointment

- (a) The Employer may terminate a term Employee at any time with seven (7) days' notice.
- (b) Notwithstanding Article 10.05 (a), the employment of an Employee hired to a term appointment shall end at the conclusion of the term.

19.04 Notification of Appointments and Terminations

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

ARTICLE 20 - LEAVE OF ABSENCE

20.01

(a) Employees may request a leave of absence without pay for legitimate reasons. Requests for leaves of absence without pay for an Employee must be made in writing to his immediate Supervisor stating the reason for the leave and its duration, and it must be approved in writing. The Company will consider such request and shall have the right to deny an Employee's request for a leave of absence having regard to the reason for the request, the duration of the absence and the needs of the business. The Employee requesting the leave of absence and the Union president will receive a copy of the Company's response.

(b) Notice for Request for Leave

Requests for personal leave of absence without pay shall be made to the immediate Supervisor in writing at least four (4) weeks prior to the anticipated date of leave expected, except in extenuating circumstances.

20.02

Employees shall be entitled to maternity, parental and adoption leave in accordance with the provisions of the Labour Standards Code of Nova Scotia.

20.03

An Employee taking maternity or parental leave and adoption continues to be entitled to the benefits pursuant to Article 14 of the Collective Agreement provided the Employee pays his portion of the benefit contributions.

20.04 Professional Development

The Employees will be entitled to benefit from the Employer's Education Assistance Policy, based on the terms and conditions of the said policy.

20.05 Leaves for Storms or Hazardous Conditions

It is expected that Employees coming to work in storm conditions must allow additional time to commute in consideration of their peers to avoid creating delays in shift end times. Time lost by an Employee as a result of absence or lateness due to storm conditions and/or closure of the public transit system must be:

(a) made up by the Employee at a time agreed upon between the Employee and the Employee's immediate Supervisor, or

(b) charged to the Employee's accumulated vacation or holiday time, or

(c) otherwise to be leave without pay.

(d) The use of a hotel room will only be offered if the bus system shuts down due to weather. If Metro Transit suspends service due to inclement weather, McKesson Telecare Services will provide a shared hotel room to Employees at the discretion of the Manager on call for oncoming/departing Employees. Should an Employee not want to share a room with a co-worker, he will be responsible for the cost of his room at the McKesson negotiated rate.

20.06

Prior to the beginning of an approved Leave of Absence, accumulated vacation and, Statutory Holiday time will be applied. Vacation, Statutory Holiday time and paid time off are not accumulated during a Leave of Absence.

ARTICLE 21 - JURY & COURT DUTY PAY

21.01

An Employee who is summoned for jury duty, or who is subpoenaed by the Crown to appear in court as a witness, will receive for each day of necessary absence on that account, up to a maximum of ten (10) consecutive days, the difference between his regular hourly rate of pay for seven and one half (7.5) hours for that day and the amount of the fee received from the court provided the Employee furnishes the Employer with evidence that his attendance is required and satisfactory evidence as to the amount of fee received. An Employee's regular scheduled days off shall not be rescheduled during any period that an Employee is required to serve as a juror or as a Crown witness.

21.02

The Employee must notify his immediate Supervisor at the first opportunity after receiving the summons or subpoena.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01

Employees will be entitled to the following bereavement leave, and will only be paid for those days where the Employee was scheduled to work:

- (a) five (5) consecutive days in the event of the death of an Employee's spouse, child, parent or the child or parent of an Employee's spouse;
- (b) three (3) consecutive days in the event of the death of a sibling, mother-in-law, father-in-law, grandchild or grandparent;
- (c) one (1) day in the event of the death of a brother or sister-in-law to attend the funeral.

In the event the funeral is delayed, the Employee will be entitled to reserve one scheduled day off to attend the funeral at a later date.

22.02

Notwithstanding the above, the Company may, at its discretion, allow an Employee to extend his bereavement leave by taking additional unpaid time off.

ARTICLE 23 - DISCHARGE AND DISCIPLINE**23.01**

The right to discharge or otherwise discipline Employees shall remain at the discretion of the Company. No Employee who has completed the probationary period shall be disciplined or discharged without just cause.

23.02

The Company agrees that whenever a disciplinary interview is held with an Employee regarding his work or conduct which becomes part of his record, the Steward and/or Union representative shall be present at such interview. The Company shall notify the Employee in advance, in order that the Employee may contact her steward and/or Union representative, provided this does not result in undue delay of the appropriate action being taken.

23.03

The Company shall use a written notice when formally disciplining an Employee. The notice must be given to the Employee in the presence of the Steward, who shall receive a copy at the same time. Any such document shall be removed from the Employee's file after the expiration of one (1) year from the date it was issued, provided there have not been any further infractions of the same nature.

23.04

Employees who are subject to discipline, suspension or discharge are entitled to grieve such decision in accordance with the provisions of this Collective Agreement. Employees who are subject to suspension or discharge are entitled to grieve such decision at the final step of the grievance procedure as outlined in Article 18 of the Collective Agreement.

ARTICLE 24 - GRIEVANCE AND ARBITRATION**24.01**

It is the mutual desire of the Parties that complaints and grievances arising from this Collective Agreement be adjusted as quickly as possible. Therefore, the Employee must attempt to resolve the grievance with his immediate Supervisor as soon as possible.

Step One: Any Employee subject to this Collective Agreement believing he has been unjustly dealt with or that any of the provisions of this Collective Agreement have not been complied with, shall, within fourteen (14) days from the date of the incident or the date the Employee became aware of the incident, take up the issue verbally with his immediate Supervisor in an effort to settle the matter.

If the Employee does not receive a satisfactory settlement within ten (10) days, the Steward shall present the grievance in writing to the Employee's immediate Supervisor within ten (10) days.

Step Two: If the matter is not settled under Step 1, the particulars of the grievance must be reduced to writing and submitted to the immediate Supervisor, with the following information:

- (a) The nature of the grievance;
- (b) The remedy or correction required; and
- (c) The section(s) of the Collective Agreement claimed to have been infringed.

The Company will give its decision within ten (10) days of the receipt of the written grievance. The Company will provide the Union President with a copy of the Step 2 decision.

Step Three: A final meeting to attempt to resolve the grievance shall then take place between the Employee concerned, the Union Representative, the Company's Representative and Management.

24.02

If the grievance is not then settled, either party may refer the grievance to arbitration within a period of ten (10) days, following receipt of the answer from the Company following the Step 3 meeting, which shall be given to the Union in writing.

Arbitration: Any difference arising between the parties relating to the interpretation, application or alleged violation of the Agreement, including any question as to whether a matter is arbitrable may be submitted to arbitration.

When either party requests that a grievance be submitted to arbitration, they shall make such in writing, addressed to the other party; both parties will agree to the nomination of a single arbitrator.

24.03 Time limits

In this Collective Agreement are mandatory and can only be extended by mutual agreement in writing.

24.04

A Union policy grievance and an Employer grievance shall be submitted at Step 3 of the grievance procedure.

24.05

The duties of the Arbitrator shall be confined to the adjustment of grievances in accordance with the terms and conditions of this Collective Agreement.

24.06

The Parties shall contribute equally to the expenses and remuneration of the Arbitrator.

24.07

The decision of the Arbitrator shall be rendered within a reasonable length of time and shall be final and binding upon both parties to this Agreement.

ARTICLE 25 - BENEFITS**25.01**

The Company shall provide eligible Employees with group insurance plans covering for Health & Dental benefits, Life Insurance and Accidental Death and Dismemberment Insurance, Short-term Disability coverage and Long-term Disability coverage.

25.02

The Company will contribute eighty percent (80%) of the premiums for the basic coverage (Option 1) and Employees will contribute twenty percent (20%) of premiums for the basic coverage (Option 1) under these insurance plans. However, where the Employee chooses additional optional coverage offered in the plans, the premium for the extra coverage will be borne by the Employee.

25.03

The Company's responsibility under this article is limited to the payment of the amounts listed in Article 14.02 above. No dispute arising under or related to this article will be subject to the grievance and arbitration procedures, except where the Company has failed to pay the amounts required in Article 14.02.

25.04

The policies and plans governing Article 14.01 shall not be considered incorporated into the Collective Agreement, nor shall the Company be considered an insurer. The Company retains the right to change insurance carriers. The Company and the Union acknowledge that the insurer will adjust the premiums for the benefits provided. The Company will provide the Union and the Employees with a minimum of two (2) weeks' notice of any change in the Employee paid portion of premiums.

25.05

The Company agrees to inform the Union and its members of any changes to the plans.

ARTICLE 26 - PENSION PLAN**26.01**

All eligible Employees will have the opportunity to join the Company Pension Plan in accordance with the terms and conditions of the plan. The Company and the Union agree that the terms and conditions of the Company Pension Plan do not form part of this Collective Agreement.

26.02

The Company agrees to inform the Union and its members of any changes to the pension plan.

ARTICLE 27 - HEALTH AND SAFETY

27.01

The Employer agrees to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, Chapter 7 (the Act).

27.02

Employees must report all injuries to their immediate Supervisor and the first aid attendant. The Employer will also pay an Employee for the remainder of the shift in which the accident occurred that would require the Employee to take time off.

27.03

The Company shall make reasonable provisions for the safety and health of Employees during working hours. The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices.

27.04

The Employees are responsible for maintaining the cleanliness of their personal workspace and common areas, as well as caring for their equipment.

27.05 First Aid and CPR Training

The Employer will provide first aid training and Cardio-Pulmonary Resuscitation (CPR) training as required by legislation.

27.06

In accordance with the provisions of Sections 43 and 44 of the *Occupational Health & Safety Act*, any Employee may refuse to do any act at the Employee's place of employment where the Employee has reasonable grounds for believing that the act is likely to endanger the Employee's health or safety or the health or safety of any other person.

27.07

In accordance with the provisions of Sections 45 of the *Occupational Health & Safety Act*, the Employer or the Union shall not take, or threaten to take, discriminatory action against an Employee because the Employee has acted in compliance with the *Act* or the regulations or an order or direction made thereunder or has sought the enforcement of the *Act* or the regulations.

ARTICLE 28 - LABOUR MANAGEMENT & SAFETY COMMITTEE

28.01

In accordance with Article 24.05, the Union and the Company shall participate in a Labour Management and Safety Committee which shall consist of up to two (2) representatives each of the bargaining unit and the Employer. Minutes shall be kept of all Labour Management Committee and Safety Committee meetings and shall be circulated to committee members for

review and approval following the meeting. Upon approval the minutes will be posted for viewing by all Employees.

28.02

The Labour Management and Safety Committee shall deal with all matters of safety and discuss any items of concern to either party arising out of the operation of the Collective Agreement and the site covered by the agreement.

28.03

Meetings of the Labour Management and Safety Committee shall occur during normal business hours and, notwithstanding Article 10 – Overtime, members of the committee attending shall receive straight time for all hours in attendance.

28.04 Joint Occupational Health and Safety Committee

- (a) The employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the Union and the Company in accordance with the *Act*.
- (b) The Joint Committee will meet and establish its own rules of procedure in accordance with the *Act*.
- (c) The Joint Committee's responsibilities will include performing any duties required by the *Occupational Health and Safety Act*, or as the Union and the Company may mutually agree from time to time.
- (d) An Employee who is a member of the committee, is entitled to time off from work with pay, as is necessary to attend meetings of the Committee, to take any training prescribed by the *Occupational Health and Safety Act* and regulations at a time approved by the Company, and to carry out the Employee's functions as a member of the committee.
- (e) Time spent pursuant to Article 24.05(d) shall be considered to be time worked.

ARTICLE 29 - INFORMATION

29.01 Copy of Agreement

The Employer agrees to provide a copy of the Collective Agreement to each member of the bargaining unit at time of hire and when a new Collective Agreement is reached.

29.02 Letter of Appointment

Upon hiring or change of status, the Employer shall provide the Employee with a letter of appointment indicating the Employee's job title, pay rate and employment status, including an FTE designation as to her percentage of full-time hours.

29.03 Personnel File

An Employee is entitled to consult his personnel file, in the presence of Human Resources, if requested in writing one (1) week prior to access.

29.04 Performance reviews - semi-annual and annual

The Employer shall apply a standardized process and forms for the purpose of semi-annual and annual Employee performance reviews. Where a formal performance review of an Employee's performance is carried out, the Employee shall be given sufficient opportunity to review the document. The Employee shall sign the performance review indicating that she has read it. An Employee shall receive a copy of the performance review at time of signing.

ARTICLE 30 - UNION INFORMATION

30.01

The Company will provide a notice board for the Union's exclusive use, where the Union will have the right to post notices of meetings or such other official union notices as may be required, provided all such notices have the prior approval of the Company.

30.02

All notices shall be signed on behalf of the Union by a local executive member of the Union.

ARTICLE 31 - TERM OF AGREEMENT

31.01

This Collective Agreement shall be effective from the date of ratification of this Collective Agreement until October 31st, 2018 and from year to year thereafter until notification to re-open the Collective Agreement is served by either party by registered mail no later than thirty (30) days prior to the expiration date.

31.02

No part of this Collective Agreement shall be deemed retroactive unless specifically stated. All provision contained in this agreement, unless specifically stated to be retroactive in nature, are effective on the date of the signature of this agreement.

ARTICLE 32 - STRIKES, SLOWDOWNS, LOCKOUTS

32.01

Notwithstanding any provisions herein contained, it is mutually understood that during the life of the Collective Agreement, there shall be no strike or lockout whatsoever, and there will be no stoppage of work or curtailment of production of any Employee's work, or interfere with the work of any other Employee.

ARTICLE 33 - AMENDMENT TO THE COLLECTIVE AGREEMENT

33.01 Amendment

This agreement may be amended by the mutual consent of both parties; any changes to the Collective Agreement shall be confirmed in writing.

IN WITNESS WHEREOF THE REPRESENTATIVES OF THE PARTIES SIGN THIS AGREEMENT:

SIGNED AT HALIFAX, THIS 2nd DAY OF FEBRUARY 2015:

FOR THE COMPANY

FOR THE UNION

Menna Maclsaac

Bev Mercer

Joanne Rogers

Crystal Armstrong

Sherry Ryan

Sharon Sweeney

Nicole Leclerc

Gina Boyd

Lori Smith

Joan Jessome

SCHEDULE "A" - WAGES

WAGES

- Effective on the date of ratification of the Collective Agreement (January 20th, 2015), existing bargaining unit members will receive a wage increase of three percent (3%), retroactive to November 4th, 2013 (date of certification) on all hours worked;
- Effective November 1st, 2015, Employees will receive a wage increase of two percent (2 %);
- Effective November 1st, 2016, Employees will receive a wage increase of two percent (2 %);
- Effective November 1st, 2017, Employees will receive a wage increase of two percent (2 %).

LETTER OF UNDERSTANDING No. 1

In the event a member of the bargaining unit would be elected to the position of "full-time Union President", the parties will meet to discuss and agree on the parameters of a Leave of Absence.

LETTER OF UNDERSTANDING No. 2

Benefit Contribution Transition

- A. In recognition of the change to the Employer's contribution to benefit premiums as outlined in Article 14.02 of the Collective Agreement, Employees on the date of ratification (January 20th, 2015), who have single benefit coverage, will be provided with a one-time benefit contribution transition increase of an additional one percent (1%) increase to the current wage.

- B. In recognition of the change to the Employer's contribution to benefit premiums as outlined in Article 14.02 of the Collective Agreement, Employees on the date of ratification (January 20th, 2015), who have family benefit coverage, will be provided with a one-time benefit contribution transition increase of an additional two and one half percent (2.5%) increase to the current wage

NB. In the event one of the Employees with family coverage changes their benefit coverage from family coverage to single coverage in the Spring 2015 re-enrollment period, their one-time benefit contribution transition increase will revert to the one stipulated in Paragraph A.

- C. The above benefit contribution transition increase will be provided to the Employees as of the date the Collective Agreement is ratified (January 20th, 2015).

LETTER OF UNDERSTANDING No. 3

Those Employees who, prior to the date of ratification of the Collective Agreement (January 20th, 2015), receive a bilingualism premium of two-dollars fifty cents (\$2.50) will maintain said premium per hour for all hours, for the duration of the Collective Agreement.