

**COLLECTIVE AGREEMENT**

**BETWEEN**

**EMC EMERGENCY MEDICAL CARE INC.**

**AND**

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

**November 1<sup>st</sup>, 2024- October 31, 2026**

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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 Employer will be avoided.

## ARTICLE 1 - INTERPRETATION AND DEFINITIONS

### 1.01 Definitions

In this Agreement,

- (a) **“Bargaining Unit”** means all Employees of **EMC Emergency Medical Care Inc.** engaged as TeleHealth Associates and 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*.
- (b) **“Day”** except where otherwise provided, means calendar day.
- (c) **“Employee”** means a person who is included in the bargaining unit.
- (d) **“Employer”** means **(EMC) Emergency Medical Care Inc** Emergency Medical Care Inc.
- (e) **“Full-time Employee”** means one hired to work the full-time hours of work as defined in this Collective Agreement.
- (f) **“Part-time Employee”** means an Employee who is hired to work less than the full-time hours on a regular scheduled basis. A Part-time Employee shall receive the wage rates in Appendix 'A' and earned benefits on a pro-rated basis according to their contracted full-time equivalency. When a part-time Employee is employed, they will be advised of their contracted full-time equivalency.
- (g) **“Term Employee”** means an Employee who is hired to replace an incumbent on an approved leave of absence in excess of three (3) months, or an Employee hired for a temporary project in excess of three months. Temporary project positions shall not exceed twenty (24) months without the consent of both parties.

A Term Employee shall be covered by all articles of the collective agreement, except:

- Article 17 – Layoff and Recall
- Article 25.01 – 25.05 – Benefits
- Article 26.01 – 26.02 – Pension Plan

- (h) **“Casual”** means a person employed on an as needed basis or on a relief basis and who is not a Term employee. Casual employees shall be covered in the provisions of the Collective Agreement as indicated in Article 34 (Casual Employees).
- (i) **“Service”** means the total accumulated months of continuous employment with the Employer as an Employee since the last date of hire, including service with the predecessor Employer(s).
- (j) **“Union”** means the Nova Scotia Government and General Employees Union.

## **1.02 Gender Neutral Language**

The Union and the Employer support the right to gender expression, therefore the provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article.

- (a) Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

## **ARTICLE 2 - UNION RECOGNITION & SCOPE OF AGREEMENT**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement, as described by Certification Order No. 0628 of the Nova Scotia Labour Board.

### **2.02 No Discrimination for Union Activity**

The Employer 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 Employer 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 work time.

- 2.03** 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, 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; gender identity, gender expression, source of income; political belief, affiliation or activity.

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

#### **3.04 Domestic Violence**

The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all Employees and will be reviewed regularly. Such policy shall explain the appropriate action to be taken in the event that an Employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect Employees confidentiality and privacy while ensuring workplace safety for all.

### **ARTICLE 4 - UNION SECURITY AND UNION DUES**

**4.01** The Employer agrees that when new Employees are being hired, they shall be notified that the Nova Scotia Government and General Employees Union (NSGEU), is the official bargaining agent.

**4.02** The Union will inform the Employer of the deductions to be made under Article 4.03.

**4.03** Monies deducted during a month shall be submitted by the Employer to the Union no later than the month following the month in which deductions were

made, and will be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

- 4.04** The Union shall indemnify the Employer 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 Employer shall indicate on the **Canada Revenue Agency T4 slip** 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 Employer.

### **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**

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.

- (a) The Employer reserves the right to delegate any authority under this Agreement.

- 6.02** The Employer 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 Employer will provide the Union with advance notice of the establishment of any new rule or policy which will apply to all Employees within the bargaining unit.

## **ARTICLE 7 - REPRESENTATION**

- 7.01** Subject to operational requirements, the Employer 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 Employer during regular working hours.
- 7.02** The Employer shall recognize the stewards designated by the Union. A steward, at the time of appointment, must be an active Employee of the Employer. 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 Employer the names of the local Executive and Stewards.
- 7.04** The Parties will attempt to attend to Union business in a way that minimizes disruptions to an Employee's work. Employees shall not be paid by the Employer for any time spent on Union business, except in cases where the Employees are called upon by the Employer to attend for the discussion of the Union and Employer 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 Employer, shall be admitted to the Employer'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 Employer. The Union representative agrees to comply with the Employer rules and policies and the Employer 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** While on leave for union business pursuant to article 7.08, 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.

### **7.11 Leave of Absence for the Full-Time Union Executive Position \***

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- (a) An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the initial term they are to serve, up to thirty-six (36) months.
- (b) All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- (c) The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.

- (d) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.
- (e) Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.

## **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 Employer 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 eight (8) weeks.
- 8.05** In order to meet the operational needs required to provide clients with 24/7 TeleHealth services, schedules may be subject to change to meet business demands. The Employer 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. If a shift is changed with less than twenty-four (24) hours notice, the employee will be compensated at the overtime rate for any hours not previously scheduled.
- 8.06** Employees are permitted to trade shifts among themselves provided they provide sufficient notice to the Employer, 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 ten (10) hours of the completion of the

Employee's previous shift. Shift arrangements requested by the Employees 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** No shift shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article 9.

**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. Employees may submit a preference for morning, mid-day or evening shifts, and the Employer shall consider such requests to the extent that other Employees have complimentary offsetting requests. 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**

Employees shall receive a shift premium of four dollars (\$4.00) per hour for all hours worked, including overtime hours between 19:00 and 07:00. effective the first full pay period following signing of this collective agreement.

**8.13 Weekend shift premium**

Employees shall receive a shift premium of four dollars (\$4.00) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday, effective the first full pay period following the signing of this collective agreement.

**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.

**8.15 Telehealth Associate Team Lead**

Employees designated as a Team Lead shall receive a premium of two dollars (\$2.00) per hour for all hours worked as a Team Lead. No overtime will apply to this premium. The Employer will develop a role description prior to implementation of the Team Lead role.

## **ARTICLE 9 - BREAKS AND MEAL PERIODS**

- 9.01** The Employer 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.
- 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.

## **ARTICLE 10 - OVERTIME**

- 10.01** If an Employee is required by the Employer 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** Part-time Employees shall be entitled to overtime compensation in accordance with 10.01 or where:
- (a) They have worked beyond the greater of their regular scheduled shift or ten (10) hours in one day; or
  - (b) They are required by the Employer to work a shift change with less than twenty-four (24) hours notice (see Article 8.05).

**10.03** Extra time will be paid when an Employee works in increments of fifteen (15) minutes or more beyond end of scheduled shift. 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 generally shall be no pyramiding of premium pays; however, an Employee may earn simultaneous shift, weekend and bilingual premiums.

**10.07 Allocation and Notice of Overtime**

The Employer agrees that when overtime is required, it will be allocated by seniority to all eligible Employees, on a rotational basis.

- (a) The Employer shall make every reasonable effort to give Employees who are required to work overtime, as much notice as is operationally possible.
- (b) In the event that the Employer is unable to fulfill its overtime requirements with volunteers, the Employer 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.
- (c) If overtime is required within four (4) hours, the Employer may fill the overtime in any way necessary by a bargaining unit employee.
- (d) Where the requirement is for a period of overtime less than a full shift, the Employer may require Employees at work to remain or have Employees scheduled to start work early.

**10.08 Call-In**

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.

- (a) 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, 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 fiscal year (March 31<sup>st</sup>), 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 Appendix "A" attached hereto.

**11.02** Employees shall be paid by automatic deposit by noon on Friday 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 Employers time records.

- (a) 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 direct deposit.
- (b) The Employer will provide the Employee with access to an itemized record of vacation, sick, and banked time updated every pay period. The Employer will provide training to all Employees on the system.

## ARTICLE 12 - VACATION

**12.01** The general vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup> each year.

### **12.02 No Vacation entitlement**

For an Employee on Short Term Disability, Long Term Disability, and Workers' Compensation or any unpaid leave of absence, vacation entitlements will be adjusted. Notwithstanding the foregoing, vacation pay shall not be less than required by the Employment Standards Code.

### **12.03 Vacation Accumulation**

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

- (a) 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;
- (b) Seventy-five (75) hours annual vacation for full-time Employees who have completed one (1) year service and have less than two (2) years of service;
- (c) One hundred and twelve and one half (112.5) hours of annual vacation for full-time Employees who have completed two (2) years of service and have less than five (5) years of service;
- (d) One hundred and fifty (150) hours of annual vacation for full-time Employees who have completed five (5) years of service.

### **12.04 Annual Vacation Usage**

Except as provided in Article 12.07, vacation leave entitlement shall be used within the year in which it is earned and scheduled in accordance with Article 12.05.

### **12.05 Vacation Scheduling**

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

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

- i. Before February 1<sup>st</sup> Employees must submit their vacation requests for the period April 1<sup>st</sup> to September 30<sup>th</sup>, in writing, by completing the appropriate forms and sending them to the Employer. Their vacation requests must indicate their first, second and third vacation choices, and must include vacation requests for vacation period only. The Employer shall provide Approval by March 15<sup>th</sup>.
  - ii. Before August 1<sup>st</sup> Employees must submit their vacation requests for the period October 1<sup>st</sup>, to March 31<sup>st</sup> (excluding the period of December 15 to January 8), in writing, by completing the appropriate forms and sending them to the Employer. The Employer shall provide approval by September 15<sup>th</sup>.
  - iii. Requests for vacation pursuant to (i) and (ii) shall be granted in order of seniority. Vacation requests by seniority will be scheduled in one (1) week increments. The exercise of seniority rights during the peak summer vacation period (June 15 to September 15), shall be limited to two (2) consecutive weeks or two (2) separate periods of up to one week each.
  - iv. Vacation requests for the December 15 to January 8 window shall be submitted by October 1<sup>st</sup>. The Employer shall provide approval based on seniority by November 1<sup>st</sup>.
  - v. Vacation requests made after the dates set out above, shall be considered on a first come first served basis.
- (b) The Employer will consider Employee requests in scheduling vacations, but operational requirements will determine when a vacation may be taken. 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.
  - (c) Any outstanding vacation entitlement not taken, scheduled, or approved by February 15<sup>th</sup> of the current vacation year will be scheduled at the discretion of the Employer provided reasonable effort has been made to schedule the requested vacation.

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

**12.07 Vacation Carry-over**

Vacation leave for a period of not more than thirty-seven and one half (37.5) hours may, be carried over to the following year, but shall lapse if not used before the close of that year.

**12.08** The Employer shall pay an Employee who, because of illness, has been unable to take their vacation by March 31<sup>st</sup> or they shall be entitled to carry over this unused vacation to the subsequent year.

**12.09 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.

**12.10 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.

**12.11 Vacation Information**

The Employee will be informed of the balance of vacation leave credits upon reasonable request.

**12.12 Unbroken Vacation**

Notwithstanding Article 12.05 (a) (iii), where operational requirements permit, the Employer shall make every reasonable effort to grant to an Employee their request to take 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 unable to attend work due to personal illness or injury, provided they have the necessary sick leave hours.

**13.02 Sick Leave**

Employees will earn sick time at a rate of 6.25 hours for each full month of employment up to a maximum of 75 hours. Employees shall be entitled to 75 hours of sick time per fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>), which shall be advanced each year on April 1. These hours will be prorated for part-time based on the Employee's full-time equivalent status and term Employees based on the length of their term.

**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.

**13.05 Employer Approval**

An Employee may be granted sick leave with pay when unable to perform the duties because of illness or injury provided that they satisfy the Employer of this

condition in such manner and at such time as may be determined by the Employer, and provided they have the necessary sick leave hours.

### **13.06 Confidentiality**

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

### **13.07 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 the immediate Supervisor when taking time for medical, dental and therapeutic appointments, 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.

### **13.08 Term Employee**

A Term Employee shall be entitled to sick leave credits prorated based on the length of term and FTE status. In the event the term is renewed or extended, the sick leave entitlement shall be adjusted accordingly.

### **13.09 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.

### **13.10 Medical Examination**

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

### **13.11 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 the 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

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.

(a) The recognized Paid Holidays are:

Good Friday	Heritage Day	Victoria Day
Canada Day	Natal Day	Labour Day
National Day for Truth and Reconciliation		
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	New Year's Day	

### 14.02 Religious Day in Lieu

Employees are entitled to observe their spiritual or holy days which are not identified in 14.01. 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. The Employer shall make all reasonable effort to accommodate such requests up to the point of undue hardship.

### 14.03 Compensation for Paid Holidays

- (a) Article 14.01 does not apply to an Employee who is absent without pay on either their working day immediately preceding or their working day immediately following the designated holiday (for example, Employees on unpaid leave, suspension without pay or layoff are not eligible).
- (b) Employees entitled to a statutory holiday shall have the holiday time banked in a statutory holiday bank. The Employee shall be granted equivalent time off at a time mutually agreed between the employee and the Employer. Any time not taken by March 31<sup>st</sup> shall be paid in May.
- (c) An Employee may request a pay out of Banked Holiday Time by putting the request in writing by noon on the Friday prior to payday.
- (d) 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. 0.9 FTE will be credited 6.75 Statutory Holiday hours
  - iii. 0.8 FTE will be credited 6 Statutory Holiday hours
  - iv. 0.7 FTE will be credited 5.25 Statutory Holiday hours
  - v. 0.6 FTE will be credited 4.5 Statutory Holiday hours

vi. 0.5 FTE will be credited 3.75 Statutory Holiday hours

- (e) 0.4 FTE will be credited 3 Statutory Holiday hours  
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 (d).

#### **14.04 Overtime on a Holiday**

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

#### **14.05 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.

- (a) Employees may submit a preference for Christmas Day or New Years Days off. The Employer shall consider such requests while balancing the equity of rotating Christmas Day vs New Years Day off in alternate years.
- (b) Requests for additional vacation or holiday time shall be considered after the operation of this article.
- (c) Employee preferences for the Christmas and New Year schedule shall be submitted by October 1<sup>st</sup>. The schedule shall be posted by November 1<sup>st</sup>.

#### **14.06 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.

#### **14.07 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 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 earned, but not taken up to the date of termination, based on Employer records.

### 15.03 Reimbursement for Employer

Employees shall reimburse the Employer for any of the above entitlements which have been taken in excess of what's been earned up to the date of termination. Reimbursement shall be deducted from the Employee's final pay and arrangements shall be made for any remaining balance owing to the Employer.

## ARTICLE 16 - SENIORITY

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

- (a) In the event that two or more Employees commence work in the Bargaining Unit on the same date, the Employees' placement on the Seniority list shall be determined by random draw conducted by the Union.

**16.02** The Employer agrees to post a current seniority list in April 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** 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 Employer;
- (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 their 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 written notice;
- (e) Is absent without leave for two (2) consecutive working shifts unless the Employee was unable to notify the Employer 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 Employer have been made for an extension of such leave.

**16.05** 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 reorganization, lack of work or for economic reasons.

### **17.02 Union Notice**

The Employer 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 Employer 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 Employer 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 Employer requires a replacement, or when the Employer creates a new position a notice of such

vacancy shall be posted 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;
- (iv) the position full-time equivalent status, i.e. 1 FTE, .5 FTE, etc.

## **18.02 Filling Vacancies**

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

- (a) The Employer may use Supervisors or other non-bargaining unit personnel 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, 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. In the event the Employer is unable to fill a vacancy, it shall enter into a dialogue with the Union.

## **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. 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, or in bad faith. Before the end of the probationary period, the Employer has the right to extend the probationary period for a period of four hundred fifty (450) hours.

## **19.02 Confirmation of Permanent Appointment**

The Employer shall, after an Employee has successfully served in a position on a probationary basis as per Article 19.01, confirm the appointment on a permanent basis. Such confirmation shall be provided in writing.

## **19.03 Termination of Term Appointment**

The Employer may terminate a term Employee at any time with ten (10) days notice. Such termination shall be provided in writing.

- (a) Notwithstanding Article 19.01, 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 Leave Without Pay**

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 their immediate Supervisor stating the reason for the leave and its duration. The Employer will reply within 10 business days in writing.

- (a) **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 Legislated Leaves**

The Employer shall provide compassionate care leave, domestic violence leave, maternity, parental and adoption leave, in accordance with the terms and conditions provided for in the Nova Scotia *Labour Standards Code*, as amended from time to time, unless otherwise provided for by this Collective Agreement.

## **20.03 Maternity, Parental, and Adoption Leave**

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 their portion of the benefit contributions.

#### **20.04 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, the Employer will provide a hotel room to Employees at the discretion of the Employer for oncoming/departing Employees.

**20.05** Prior to the beginning of an approved Leave of Absence, earned vacation and, Statutory Holiday time will be applied, if requested by the Employee. Vacation, Sick Statutory Holiday time and paid time off are not earned 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) working days, the difference between regular hourly rate of pay for their regularly scheduled hours for that day and the amount of the fee received from the court provided the Employee furnishes the Employer with evidence that 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** An Employee who is summoned or subpoenaed to attend a court proceeding or legal preparation for a court proceeding which subject matter is related to the Employer's business, shall receive their regular salary for all hours scheduled to work on that day.

**21.03** The Employee must notify the 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 of the child, mother-in-law or father-in-law.
- (b) three (3) consecutive days in the event of the death of a sibling, grandchild or grandparent;
- (c) one (1) day in the event of the death of a brother or sister-in-law to attend the funeral.

If the death of an Employee's spouse, parent or child occurs while an Employee is at work, the Employee shall be granted leave with pay for the remainder of the scheduled shift and the bereavement leave shall commence at midnight of that working day.

- 22.02** 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.
- 22.03** Notwithstanding the above, Employer may, at its discretion, allow an Employee to extend their bereavement leave by using vacation, other banks or 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 Employer. No Employee who has completed the probationary period shall be disciplined or discharged without just cause.
- 23.02** The Employer agrees that whenever a disciplinary interview is held with an Employee regarding **their** work or conduct which becomes part of their record, the Employer shall advise the Employee of the right to have a Steward and/or Union representative present at such interview. Employer shall notify the Employee in advance, in order that the Employee may contact a steward and/or Union representative, provided this does not result in undue delay of the appropriate action being taken.
- 23.03** The Employer shall use a written notice when formally disciplining an Employee. The Employer shall advise the Employee of the right to have a Steward and/or Union representative at such meeting. A copy of the written notice shall be provided to the Union. 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 as outlined in article 24 of this Collective Agreement.

### **23.05 Casual Employee Discharge**

A Casual Employee may be dismissed for lack of availability for work. Subject to availability for work, a Casual Employee must work a minimum of two (2) shifts per month.

## **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 the immediate Supervisor as soon as possible.

Step One: Any Employee subject to this Collective Agreement believing they have been unjustly dealt with or that any of the provisions of this Collective Agreement have not been complied with, shall, within fourteen (14) business days from the date of the incident or the date the Employee became aware of the incident, take up the issue verbally with the immediate Supervisor in an effort to settle the matter. The Employer shall respond within ten (10) business days.

Step Two : If the Employee does not receive a satisfactory settlement within ten (10) business days, 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.

A meeting to attempt to resolve the grievance shall then take place, within ten (10) business days of receipt of the Step 2 grievance, between the Employee concerned, the Union Representative and the Employer's Representative(s) and Management.

The Employer will give its decision within ten (10) business days of the meeting. The Employer will provide the Union with a copy of the Step 2 decision.

**24.02** Step Three: If the grievance is not then settled, either party may refer the grievance to arbitration within a period of twenty (20) business days, following receipt of the answer from the Employer following the Step 2 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 within twenty (2) business days.

### **24.03 Time Limits**

The time limits within the 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 Employer 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 Employer 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 Employer's responsibility under this article is limited to the payment of the amounts listed in Article 25.02 above. No dispute arising under or related to this article will be subject to the grievance and arbitration procedures, except where the Employer has failed to pay the amounts required in Article 25.02.

**25.04** The policies and plans governing Article 25.01 shall not be considered incorporated into the Collective Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers. The Employer and the Union acknowledge that the insurer will adjust the premiums for the benefits provided. The Employer 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 Employer agrees to inform the Union and its members of any changes to the plans.

**25.06 Benefits – Term Employees**

All Employees hired for a term over six (6) months shall participate in and pay the premiums associated with the following “Group Benefits” – life insurance (“Life”), accidental death and dismemberment insurance (“AD&D”), and health and dental (“H&D”). The cost sharing arrangement shall be the same as set out in Article 25.02. Term Employees shall not be eligible for Short-term Disability coverage and Long-Term Disability coverage.

(a) The terms and conditions, including premiums, of the “Group Benefits” are as set out in Article 25.03, 25.04 and 25.05.

**ARTICLE 26 - PENSION PLAN**

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

**26.02** The Employer agrees to inform the Union and its members of any changes to the pension plan.

**26.03 Pension Plan – Term Employees**

A Term Employee is eligible to join the Registered Retirement Savings Plan if they are hired into an eligible Full Time or Part Time Term position that is six (6) months or more.

**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 Employer 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.

**27.08 Joint Occupational Health and Safety Committee**

The Employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of Employees, the Union and the Employer in accordance with the *Act*.

- (a) 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 Employer 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 Employer and to carry out the Employee's functions as a member of the Committee.
- (e) Time spent pursuant to Article 27.08(d) shall be considered to be time worked.

**ARTICLE 28 - LABOUR MANAGEMENT**

**28.01** In accordance with Article 28.02, the Union and the Employer shall participate in a Labour Management 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 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 Committee shall deal with any items of concern to either party arising out of the operation of the Collective Agreement and the sites covered by the agreement.

**28.03** Meetings of the Labour Management 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.

## **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 their 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 – Annual**

The Employer shall apply a standardized process and forms for the purpose of 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 they have read it. An Employee shall receive a copy of the performance review at time of signing.

## **ARTICLE 30 - UNION INFORMATION**

**30.01** The Employer 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.

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

## **ARTICLE 31 – TECHNOLOGY CHANGE**

- 31.01 “Technological Change” means the introduction of equipment different in nature than that previously utilized that is likely to affect the employment security of employees in the bargaining unit.
- 31.02 In the event the Employer is introducing technological change(s), which results in the layoff of employees in the bargaining unit, or which would affect the classification of employees in the bargaining unit, the Employer shall provide the Union and employees affected as much notice as reasonably possible in writing to allow the opportunity for the Union to consult with the Employer on the impact of the technological change.
- 31.03 Lay off as a result of technological change will be in accordance with Article 17 of this Collective Agreement.

## **ARTICLE 32 – CASUAL EMPLOYEES TERMS AND CONDITIONS**

- 32.01 Casual Employees shall be excluded from the following provisions of the collective agreement:

Article 7 – Time off for Union Business  
Article 8 – Hours of Work, except 8.12, 8.13, 8.14  
Article 10 – Overtime  
Article 12 – Vacation  
Article 13 – Sick Time & Medical/Dental Appointments  
Article 14 – Paid Holidays  
Article 16 – Seniority  
Article 17 – Layoff and Recall  
Article 19.02 – 19.03 – Appointment  
Article 20 – Leave of Absence  
Article 21 – Jury & Court Duty Pay  
Article 22 – Bereavement Leave  
Article 25.01 – Benefits  
Article 26 – Pension Plan

### **32.02 Pay in Lieu of Vacation**

A Casual Employee shall receive vacation pay as set forth in the *NS Labour Standards Code*.

### **32.03 Overtime**

A Casual Employee shall be entitled to overtime compensation as set forth in the *NS Labour Standards Code*.

#### **32.04 Holidays**

A Casual Employee shall be entitled to paid statutory holidays and premium pay for work on holidays provided they meet the qualifications as set forth in the *NS Labour Standards Code*.

#### **32.05 Seniority**

A Casual Employee who is hired into a permanent position will have the Employee's casual seniority hours divided by 1950 and assigned a calendar value which will determine the Employee's permanent seniority date, which will be prior to the date of hire into a permanent position.

### **ARTICLE 33 - TERM OF AGREEMENT**

**33.01** This Collective Agreement shall be effective from the date of ratification of this Collective Agreement until October 31, 2026, 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.

**33.02** 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 ratification of this agreement.

### **ARTICLE 34 - STRIKES, SLOWDOWNS, LOCKOUTS**

**34.01** 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 35 - AMENDMENT TO THE COLLECTIVE AGREEMENT**

#### **35.01 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 23<sup>rd</sup> DAY OF July, 2025 :

**Representing the Union:**



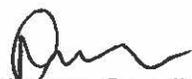
Sandra Mullen  
President



Kelly Ritcey  
Chief Negotiator



Beverly Mercer  
Negotiating Committee Member

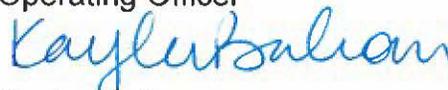


Nityam Gandhi  
Negotiating Committee Member

**Representing the Employer:**



Matthew Crossman  
Senior Vice President & Chief  
Operating Officer



Kaylee Balcom  
Manager, Human Resource Business  
Partnership



Amy Pike  
Senior Manager, Payroll & Financial  
Analysis



Wendy Boutilier  
Manager, Operations & Clinical  
Services



Karyn Hamilton  
TeleHealth Operations Supervisor

## APPENDIX A- WAGES

The general wage scales in Appendix "A" shall be increased as follows:

TeleHealth Associate				
	31-Oct-24	01-Nov-24	01-Nov-25	
Step	Expired			
1	\$ 17.47	\$ 21.56	\$	23.35
2	\$ 17.84	\$ 21.96	\$	23.86
3	\$ 18.19	\$ 22.36	\$	24.37
4	\$ 18.55	\$ 22.76	\$	24.88
5	\$ 18.90	\$ 23.16	\$	25.39

Counsellor					
	31-Oct-24	01-Nov-24	01-Nov-25	31-Oct-26	
Step	Expired			Add step	
1	\$ 23.83	\$ 26.82	\$ 28.04	\$	28.04
2	\$ 24.75	\$ 27.85	\$ 29.12	\$	29.12
3	\$ 25.84	\$ 29.07	\$ 30.39	\$	30.39
4	\$ 29.06	\$ 32.71	\$ 34.20	\$	34.20
5	\$ 30.30	\$ 34.09	\$ 35.64	\$	35.64
6	\$ 31.53	\$ 35.48	\$ 37.09	\$	37.09
7			\$ 38.02	\$	38.02
8				\$	38.97

Only the wage rates set out in Appendix "A" and agreed to terms by both parties are retroactive and only Employees on staff on the date of signing of this Agreement.

- New Employees shall be hired at Step 1 and shall progress to the next step annually. Upon such hire, the Employer has the discretion to place a new Employee above Step 1 based on relevant experience.

**LETTER OF UNDERSTANDING NO. 1**  
**Pension and Benefits Committee**

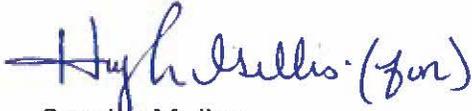
The parties will establish a Committee comprised of two (2) Representatives from the Union and two (2) Representatives from the Employer. The Union Representatives will be determined by the Union. The Committee will meet a minimum of twice a year.

The purpose of the Committee is to provide a forum for constructive engagement amongst representatives of plan participants, Employer and the plan sponsor on issues of importance to the group pension and benefits plan, including plan design, administration, and communication.

This Committee will not have the authority to make changes or amendments to the content and coverages offered under the applicable group benefits plan. The Committee will make recommendations to the appropriate levels of the parties.

Within 60 days of the signing of the Collective Agreement the parties will meet to establish the procedures for the committee.

**Representing the Union:**



Sandra Mullen  
President



Kelly Ritcey  
Chief Negotiator



Beverly Mercer  
Negotiating Committee Member



Nityam Gandhi  
Negotiating Committee Member

**Representing the Employer:**



Matthew Crossman  
Senior Vice President & Chief  
Operating Officer



Kaylee Balcom  
Manager, Human Resource Business  
Partnership



Amy Pike  
Senior Manager, Payroll & Financial  
Analysis



Wendy Boutilier  
Manager, Operations & Clinical  
Services



Karyn Hamilton  
TeleHealth Operations Supervisor

Dated at Halifax this 23<sup>rd</sup> day of **July**, 2025

## LETTER OF UNDERSTANDING NO. 2

### Scheduling Committee and Four On/ Four Off Shift Model Pilot Project

Within thirty (30) days of the signing of the collective agreement, the parties agree to establish a Scheduling Committee comprised of two (2) representatives from the Union, the Labour Relations Officer and two (2) representatives from the Employer.

Within ninety (90) days of signing the collective agreement, the Scheduling Committee will develop a Four On – Four Off Shift model utilizing an employee shift preference as outlined in Article 8.11 for TeleHealth Associates. There must be mutual agreement among all parties to continue with the shift model pilot.

The Scheduling Committee will present the proposed shift model to the TeleHealth Associates as a thirty-two (32) week Pilot Project and the Union will conduct a vote amongst the employees. If 66% of the voting TeleHealth Associates elect to proceed, the shift model shall commence on a date to be agreed by the Scheduling Committee.

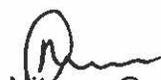
The Scheduling Committee will meet no later than six (6) weeks prior to the conclusion of the Pilot Project and shall decide whether to continue the shift model. Continuation shall require mutual agreement of the parties.

#### Representing the Union:

  
Sandra Mullen  
President

  
Kelly Ritcey  
Chief Negotiator

  
Beverly Mercer  
Negotiating Committee Member

  
Nityam Gandhi  
Negotiating Committee Member

#### Representing the Employer:

  
Matthew Crossman  
Senior Vice President & Chief  
Operating Officer  
  
Kaylee Balcom  
Manager, Human Resource Business  
Partnership

  
Amy Pike  
Senior Manager, Payroll & Financial  
Analysis

  
Wendy Boutilier  
Manager, Operations & Clinical  
Services

  
Karyn Hamilton  
TeleHealth Operations Supervisor

Dated at Halifax this 23<sup>rd</sup> day of July, 2025

## LETTER OF UNDERSTANDING NO. 3

### Allocating Overtime

The parties wish to acknowledge the discussions at collective bargaining regarding the manner of operation of the rotational overtime list set out in article 10.07 (a). We agree that the word *eligible Employees* shall not include:

- Employees already working during that period;
- Employees off on leave; and
- Employees who are ineligible per the operation of the employer's *Fatigue Management Policy* as more particularly set out in the MOS of October 31, 2024

The list shall continue in order of seniority when an employee is bypassed for reasons of ineligibility.

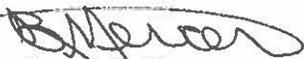
#### Representing the Union:



Sandra Mullen  
President



Kelly Ritcey  
Chief Negotiator



Beverly Mercer  
Negotiating Committee Member



Nityam Gandhi  
Negotiating Committee Member

#### Representing the Employer:



Matthew Crossman  
Senior Vice President & Chief  
Operating Officer



Kaylee Balcom  
Manager, Human Resource Business  
Partnership



Amy Pike  
Senior Manager, Payroll & Financial  
Analysis



Wendy Boutilier  
Manager, Operations & Clinical  
Services



Karyn Hamilton  
TeleHealth Operations Supervisor

Dated at Halifax this 23<sup>rd</sup> day of **July**, 2025