

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN BLOOD SERVICES  
DARTMOUTH SITE**

**(hereinafter referred to as the “Employer”)**



**- AND -**



**NOVA SCOTIA GOVERNMENT AND  
GENERAL EMPLOYEES UNION**

**(hereinafter referred to as the “Union”)**

**Term of Agreement: January 1, 2021 to December 31, 2023**

## TABLE OF CONTENTS

\*Note: For ease of reference, an asterisk (\*) has been placed beside each article which has been amended or added to this Collective Agreement in the most recent round of collective bargaining. This does not apply where only the number of articles has been altered and such numbering changes have not been identified by an asterisk.

<b>Article 1 - Purpose .....</b>	<b>3</b>
<b>Article 2 - Definitions .....</b>	<b>3</b>
<b>Article 3 - Recognition .....</b>	<b>4</b>
<b>Article 4 - Management Rights .....</b>	<b>4</b>
<b>Article 5 - No Discrimination .....</b>	<b>4</b>
<b>Article 6 - Strikes / Lockouts .....</b>	<b>5</b>
<b>Article 7 - Union Security .....</b>	<b>5</b>
<b>Article 8 - Representation and Committees .....</b>	<b>6</b>
<b>Article 9 - Right to Representation .....</b>	<b>8</b>
<b>Article 10 - Grievance Procedure .....</b>	<b>8</b>
<b>Article 11 - Arbitration .....</b>	<b>10</b>
<b>*Article 12 - Seniority .....</b>	<b>11</b>
<b>Article 13 - Probation .....</b>	<b>12</b>
<b>*Article 14 - Job Posting, Transfer and Promotions .....</b>	<b>12</b>
<b>Article 15 - Layoff and Recall .....</b>	<b>14</b>
<b>Article 16 - Technological Change.....</b>	<b>17</b>
<b>*Article 17 - Leaves of Absence .....</b>	<b>17</b>
<b>Article 18 - Workers' Compensation.....</b>	<b>29</b>
<b>Article 19 - Hours of Work .....</b>	<b>29</b>
<b>Article 20 - Overtime and Premium Pay .....</b>	<b>33</b>
<b>Article 21 - Discipline and Discharge .....</b>	<b>36</b>
<b>*Article 22 - Paid Holidays .....</b>	<b>36</b>
<b>Article 23 - Vacations .....</b>	<b>38</b>
<b>Article 24 - Sick Leave .....</b>	<b>42</b>
<b>Article 25 - Staff Benefits.....</b>	<b>44</b>
<b>Article 26 - Compensation .....</b>	<b>46</b>
<b>Article 27 - Meal Allowance .....</b>	<b>47</b>
<b>Article 28 - Transportation.....</b>	<b>47</b>
<b>Article 29 - Uniforms .....</b>	<b>48</b>
<b>Article 30 - Bulletin Boards .....</b>	<b>48</b>
<b>*Article 31 - Other Than Full-Time Employees.....</b>	<b>48</b>
<b>Article 32 - Cost of Printing of Collective Agreement .....</b>	<b>52</b>
<b>Article 33 - Personnel Files .....</b>	<b>52</b>
<b>Article 34 - Liability Protection.....</b>	<b>53</b>
<b>*Article 35 - Duration and Renewal.....</b>	<b>53</b>
<b>*Schedule "A" - Salary Scales.....</b>	<b>54</b>
<b>Memorandum of Understanding #1 .....</b>	<b>57</b>
<b>Memorandum of Understanding #2 .....</b>	<b>58</b>
<b>*Memorandum of Understanding #3.....</b>	<b>59</b>

NOTE: References to "he", "she", "him", "her", etc. have been changed to "the employee(s)", "they", and "their" as appropriate throughout the Collective Agreement to be gender neutral.

## **ARTICLE 1 - PURPOSE**

The general purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the parties to provide for an on-going means of communication between the Union and the Employer for the purpose of discussing matters of mutual interest; to set forth mutually satisfactory wages and other working conditions, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.

## **ARTICLE 2 - DEFINITIONS**

As used in this Agreement:

- 2.01 (a) An employee shall mean any person included in the bargaining unit in the classifications identified in this Agreement, including Laboratory Assistant, Laboratory Technologist, Lead Laboratory Assistant, Technical Specialist, Field Service Representative II, Trainer , and Laboratory Secretary.
- (b) The Employer shall mean the Canadian Blood Services, Dartmouth Site.
- (c) Other than regular full-time employees are described in Article 30 of this Agreement.
- (d) A regular full-time employee is one who is employed for an indefinite period of time to work the prescribed hours as specified in Article 19.01 of this Collective Agreement.
- (e) A regular part-time employee is one who is employed for an indefinite period of time to work hours which are other than those prescribed in Article 19.01.
- (f) A temporary employee is one who occupies a full time or part-time temporary position for a fixed or limited term of not more than eighteen (18) months (except where extended by mutual agreement between the Employer and the Union) but is not a regular employee. A temporary position is intended for staffing of short term projects and interim staffing relief during periods such as the absences of employees or for unexpected and temporary changes in workload.
- (g) Union shall mean the Nova Scotia Government and General Employees Union.
- (h) A casual employee is one who is employed on a casual and intermittent basis and who is not regularly scheduled in advance except when filling in for short term sick leave of not more than twenty (20) consecutive working days.

- 2.02 The use of singular terms shall include the plural and vice versa, as applicable.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent of NSGEU of the Canadian Blood Services, Dartmouth Site.
- 3.02 Representatives of the Union not on the Employer's payroll shall have the opportunity to enter the Employer's premises during working hours to meet with bargaining unit members. Such Union representative shall first request permission from the Employer's designated representative, and such permission shall not be unreasonably denied.
- 3.03 The parties agree that the Manager and/or designate, shall not be permitted to work on any job covered by this Collective Agreement (except to maintain competency and certification as required by the regulating body), or an emergency situation that, in itself, will not reduce the hours of work or rate of pay of any employee covered by this Collective Agreement. This is not intended to include tasks currently shared between the Manager and the staff.
- 3.04 The benefits contained herein may be waived only by written agreement of the Employer and the Union. No employee shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to the terms of this Agreement.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

#### **4.01 Management Rights**

The management and direction of employees and operations is vested exclusively in the Employer. All the functions, rights, power and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

#### **4.02 Consistent Application**

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

### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Employer and the Union agree that there shall be no discrimination, by either party, with respect to any employee by reason of age, sex, sexual orientation, family and marital status, source of income, race, creed, colour, political or religious belief, affiliation or activity, an irrational fear of contracting an illness or

disease, physical or mental disability, unless the disability reasonably precludes performance of the particular employment or activity, or ethnic, national or aboriginal origin, or association with other individuals or class as referred to in this Article; in accordance with and subject to the guidelines as set out in the provincial Human Rights Act. The Employer further agrees that no employee shall be discriminated against by reason of membership or non-membership in the Union, or activities on behalf of the Union.

#### **5.02 Personal and Sexual Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from personal and sexual harassment. The parties to this Collective Agreement shall be governed by the terms and conditions of the Employer's policy on harassment, and nothing in this policy shall be deemed to limit the right of an employee to seek assistance from the provincial Human Rights Commission, under Employment Standards Legislation or commence action under this collective agreement.

### **ARTICLE 6 - STRIKES / LOCKOUTS**

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of operations of this Agreement. "Strike" and "Lockout" shall be as defined in the Trade Union Act for the Province of Nova Scotia.

### **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer will deduct from each employee in the bargaining unit an amount equal to the regular monthly dues designated by the Union. The amount of the regular monthly dues shall be as communicated to the Employer, in writing, by the Director of Finance of the Union from time to time. The amounts so deducted shall be remitted by the Employer to the Union's Director of Finance no later than the 15th of the month following the month in which deductions were made.
- 7.02 The Union agrees to be accountable for and to indemnify the Employer with respect to any claim made against the Employer by an employee or any group of employees arising out of the deduction of Union dues as herein provided.
- 7.03 **Orientating New Employees**

During orientation with the Employer, a new employee will be advised that they are entitled to a fifteen (15) minute orientation meeting with a representative of the Local, within regular working hours. Such meeting shall be arranged on site during the first thirty (30) calendar days of employment, at a time convenient to the Employer.

## **ARTICLE 8 - REPRESENTATION AND COMMITTEES**

### **8.01 Union Stewards / Representation of Employees**

- (a) The Employer agrees to recognize Union Stewards elected or appointed from amongst employees in the bargaining unit, for the purpose of handling grievances as provided for in this Collective Agreement.
- (b) Union Stewards have their regular duties and responsibilities as employees to perform and shall not leave their regular duties without first requesting permission from their immediate supervisor or individual designated by the Employer. Such permission shall not be unreasonably withheld. A Union Steward shall suffer no loss of regular earnings for time spent in performing their duties during their regularly scheduled work time.

### **8.02 Labour / Management Committee**

- (a) The Employer and the Union recognize the importance of a Labour / Management Committee to promote effective and meaningful communication of information and ideas and to discuss matters of mutual concern which are not currently the subject of a grievance or contract negotiations. Matters may be referred to the Committee by representatives of the employees or the Employer.
- (b) The Committee shall be composed of up to three (3) employee representatives of the bargaining unit except for special mutually agreed circumstances. The Committee may have alternates to replace a member from time to time. The parties agree that there shall be equal representation from the bargaining unit and from management on this Committee unless mutually agreed otherwise.
- (c) Either the Employer or the Union may invite participation by persons external to the Committee upon prior discussion and approval by both parties.
- (d) The Employer shall make every effort to schedule meetings of the Labour/ Management Committee on a quarterly basis, or as mutually agreed by both parties. Each party shall submit proposed agenda items in advance and where reasonable, three (3) calendar weeks prior to the meeting.
- (e) Special meetings of the Labour / Management Committee may be held at the call of either party, and with the concurrence of the other party, in order to discuss matters of serious concern.
- (f) All regular and special meetings will be held during normal working hours.

### **8.03 Negotiating Committee**

- (a) The Employer recognizes a Union Negotiating Committee composed of two (2) employees from the bargaining unit. The purpose of this Committee is to negotiate with the Management Negotiating Committee, the Collective Agreement and renewals thereof.
- (b) The Employer agrees that the members of the Union Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiation meetings with the Management Negotiating Committee up to and including conciliation and mediation; provided that the employee has first obtained permission from their Manager or designate to leave their work station or assigned duties. Such permission will not be unreasonably withheld.
- (c) At the Union's discretion and subject to operational requirement, the Employer will recognize one (1) additional employee from the bargaining unit to attend at contract negotiations. The employee shall be paid for such time by the Employer, however the Union shall promptly reimburse the Employer the cost of wages and benefits for such employee.

### **8.04 Joint Occupational Health & Safety Committee**

- (a) It is the responsibility of the Employer to provide a safe and healthy working environment for all of its employees and it is incumbent upon the Employer and the employees to ensure that such an environment is maintained at all times. The Union and the Employer agree to cooperate in improving rules and practices to ensure a safe working environment.
- (b) The Employer will continue the operation of the Workplace Health and Safety Committee and to provide employees access to the Employer's Health and Safety Policy and Procedures Manual.
- (c) The Employer shall recognize at least one (1) employee from the bargaining unit to represent the employees on the Joint Occupational Health and Safety Committee.
- (d) The Employer, the Union, and the employees recognize they are bound by the provisions of the Occupational Health and Safety Act of Nova Scotia.

### **8.05 Union Representatives not on the Employer's Payroll**

A representative of the Union who is not on the Employer's payroll shall have the opportunity, where appropriate, to attend at an Occupational Health and Safety Committee meeting. Such Union representative shall first request permission from the Employer's designated representative and such permission shall not be unreasonably withheld.

## **8.06 Advising Employer of Committee Members**

The Union shall inform the Employer, in writing, of the names of the elected or appointed Union Stewards and Committee members and their alternates.

## **ARTICLE 9 - RIGHT TO REPRESENTATION**

9.01 An employee shall have the right to request the presence of a Union Steward in any meeting to which the employee is called by the Employer which may result in disciplinary action, or during any stage of the grievance procedure.

9.02 An employee shall have the right to have a Union Steward or other Union representative present at any meeting involving discipline more serious than a verbal warning; or beginning at Step 1 of the Grievance Procedure.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.01 Grievance Defined**

For the purposes of this Agreement, a grievance is defined as the difference arising between the parties, relating to the interpretation, application, and administration of this Agreement, or where an allegation is made that the Agreement has been violated.

### **10.02 Complaint Stage**

- (a) It is the mutual desire of the parties that complaints of employees should be addressed as quickly as possible. The employee(s) shall first give the Supervisor or designate the opportunity to address the complaint.
- (b) Such complaint shall be discussed by the employee(s) with the Supervisor or designate, within ten (10) working days after the circumstances giving rise to the alleged grievance occurred.
- (c) Failing settlement within five (5) working days, the employee may convert the complaint into a written grievance in the following manner and sequence. The employee(s) may have a Steward present at Step 1 and/or Step 2 if so desired.

### **10.03 Step 1**

If the employee(s) or the Union is not satisfied with the decision of the Supervisor or designate, the employee(s) may within ten (10) working days of having received the answer, present the grievance in writing to the Supervisor or designate. The written grievance shall contain reference to the Article and/or Clauses in the Agreement which are alleged to have caused the grievance, and the redress sought. The Supervisor or designate, shall render a decision in



writing within five (5) working days following the day on which the grievance was received. If this decision is unsatisfactory to the employees(s), the employee(s) may proceed to Step 2. With mutual agreement a meeting may be convened during these five (5) working days.

## **Step 2**

Within five (5) working days following the decision in Step 1, the employee(s) may submit the grievance in writing to the Manager or designate, who shall reply in writing to the grievor(s) within ten (10) working days following submission of the grievance. During these ten (10) working days, either party may request a meeting to discuss the grievance.

## **Step 3**

If the decision of the Manager is unsatisfactory to the grievor(s), it may be referred to Arbitration under Article 11 of this Agreement.

### **10.04 Grievance Mediation**

Where the parties have been unsuccessful in resolving the matter through the grievance procedure, the parties may jointly submit the matter to the Department of Environment and Labour's Grievance Mediation Program or such other mediation option as is agreeable to the parties. It is understood that grievance mediation is a voluntary program and that arbitration remains an option should the grievance remain unresolved after grievance mediation.

### **10.05 Policy Grievance**

If a difference relative to the terms of this Agreement arises between the Union and the Employer, it may be presented in writing, in the form of a policy grievance at Step 2 of the grievance procedure, within twenty (20) working days following the circumstances giving rise to the grievance.

### **10.06 Grievance Settlements**

All settlements reached under the grievance procedure between the representatives of the Employer and the Union, will be final and binding. Settlements may be applied retroactively depending upon the terms of the settlement.

### **10.07 Time Limits**

The time limits set out in the grievance procedure may be extended by mutual consent of the parties to the Agreement.

## ARTICLE 11 - ARBITRATION

- 11.01 Failing settlement under the foregoing procedure, either party may, within fifteen (15) working days of expiration of the Grievance Procedure, notify the other of its intent to refer the matter to arbitration, or alternative arbitration if mutually agreed.
- 11.02 Matters referred to arbitration shall be heard by a single arbitrator, unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person Board of Arbitration.
- 11.03 The Parties shall have five (5) working days in which to agree upon a single arbitrator.
- 11.04 In the event the Parties agree to a three-person Arbitration Board, the Board shall be selected as follows:
- (a) The Union and the Employer shall each appoint a member of the Arbitration Board within five (5) working days of the notice of referral to arbitration as outlined in Article 11.01 above.
  - (b) The nominees to the Arbitration Board shall appoint a chairperson within five (5) working days of their appointments.
- 11.05 The Board of Arbitration or single arbitrator shall render a decision in as short a time as is possible; a decision in the case of discharge will be handed down within a maximum of fourteen (14) working days from the date of the hearing.
- 11.06 In the event the parties fail to agree upon:
- (a) a single arbitrator; or
  - (b) a Board chairperson; or
  - (c) fails to appoint a member to the Board or their nominee fails or is unable to serve; or
  - (d) the single arbitrator or the Chairperson of the Board is unable or fails to serve,
- then either Party may request the Minister of Labour to appoint the single arbitrator, Board Chairperson or Board member as the case may be, in accordance with the Trade Union Act.
- 11.07 It is mutually agreed by both parties to this Collective Agreement that the decision of the single arbitrator, or the Arbitration Board or the decision of the Chairperson of the Arbitration Board shall be final and binding and enforceable by all parties. In no event does such person or persons have the power to change this Agreement, or to alter, modify or amend any of its provisions or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

11.08 No person may be appointed as an arbitrator or to an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

11.09 The cost of the arbitration shall be equally split between the parties.

**11.10 Alternative Arbitration Procedure**

The parties may mutually agree to have any grievance referred to an alternative arbitration process. The rules of procedure governing the process shall be mutually agreed upon by the parties. It is understood that arbitration remains an option unless the parties mutually agree otherwise.

**\*ARTICLE 12 - SENIORITY**

12.01 Seniority shall be defined in accordance with the following:

- (a) The seniority of bargaining unit employees is defined as their length of continuous employment since their date of hire in the bargaining unit, and shall include any period of employment broken by a lay-off of less than twelve (12) months.
- (b) An employee who is terminated due to lay off for a period of less than twelve (12) months shall, upon rehire, have their seniority reinstated to include their pre-layoff seniority and seniority which would have accrued from the date of layoff to the date of re-hire, provided it falls within the twelve (12) month period.
- (c) If more than one employee is hired on the same day, a random draw will determine the seniority order of such employees.

12.02 A seniority list will be maintained for the bargaining unit. The Employer shall post such list and provide the Union with a copy, indicating bargaining unit seniority, twice each year in April and October.

\*12.03 An employee who is transferred to or accepts a position outside the bargaining unit on a temporary basis for:

- (a) a period of less than eighteen (18) months; or
- (b) a specific term of appointment longer than eighteen (18) months as the parties may agree upon;

shall not lose seniority during the time of transfer.

In the event that a temporary transfer or assignment under this article extends past the original period referred to in (a) and (b) above, the parties may agree upon such extension, and such agreement shall not be unreasonably withheld.

- 12.04 An employee shall lose all service and seniority and shall be deemed to have terminated their employment if the employee:
- (a) resigns of their own accord; if not rescinded within (5) calendar days,
  - (b) is absent from scheduled work for a period of ten (10) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer,
  - (c) is not recalled through the lay-off process, or
  - (d) is terminated and is not reinstated through the grievance procedure.

### **ARTICLE 13 - PROBATION**

- 13.01 A newly hired employee shall be considered to be on probation for a period of six hundred seventy-five (675) hours worked. With the written consent of the parties, such probationary period may be extended by an additional four hundred fifty (450) hours worked. If retained after the probationary period, the employee shall be credited with seniority from the employee's date of hire, as per Article 12.01.

### **\*ARTICLE 14 - JOB POSTING, TRANSFER AND PROMOTIONS**

- 14.01 When the Employer determines that a vacancy exists, or when the Employer creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be submitted through the online process provided by the Employer within the seven (7) day period referenced herein.
- 14.02 Notices of vacancies referred to in Article 14.01 shall include for informational purposes:
- (a) the area of the vacancy
  - (b) classification of the position
  - (c) qualifications required
  - (d) pay range
  - (e) designation of hours of work
  - (f) if not permanent, expected duration of temporary assignment
- 14.03 In filling a vacant position, qualified bargaining unit applicants shall be considered and their applications processed before those of external applicants.
- 14.04 A copy of the posted notice will be sent by the Employer to the local President or designate, within the calendar days as noted in Article 14.01.

14.05 The name of the successful applicant will be forwarded by the Employer to the Local President.

14.06 In filling posted vacancies, the selection shall be made based on skill, ability, experience, and qualifications of the applicant, which are relevant to the position, as determined by the Employer. Where two (2) or more bargaining unit applicants are relatively equal, preference in filling the vacancy shall be given to the applicant with the greatest length of seniority.

Notwithstanding the above, the Employer may award the position to the applicant with the most seniority who meets the skill, ability, experience and qualifications, without conducting interviews.

14.07 An employee who has been newly transferred or promoted, will be given a trial period of four hundred fifty (450) hours worked in which to demonstrate the employee's ability to perform the new task to the satisfaction of the Employer. Should the employee fail to succeed or wishes to return to the employee's previous position, during the above-mentioned trial period, the Employer will return the employee to the employee's former position without loss of seniority.

14.08 For the purpose of this Agreement, a promotion shall mean a change from one position to a permanent vacancy with a higher pay scale.

14.09 When an employee is promoted, the salary of such promoted employee shall be advanced to that step in the scale of the new position which will result in a salary increase of at least 6% provided it does not exceed the pay scale of the new position.

14.10 (a) For the purpose of this agreement, a voluntary reclassification is a change from one position to a vacancy of a lower classification within the bargaining unit.

(b) When an employee voluntarily accepts a vacant position in a classification with a lower salary scale, the employee shall be placed on that level in the scale of the new position which is closer to but not above the employee's current rate of pay. If there shall be no rate of pay in the new position which is closer to but not above the employee's current rate of pay, then the salary of the employee shall be changed to the maximum level of the new classification.

14.11 A regular employee who accepts a temporary position, shall be entitled to retain the employee's status as a regular employee, and shall be entitled to return to the employee's former position or if that position no longer exists, to a comparable position in the same classification. It is understood that temporary assignments are subject to cancellation with five (5) working days written notice.

**\*14.12 Acting Pay**

- (a) A Laboratory Technologist who is temporarily assigned to perform the duties of a Technical Specialist's position within the bargaining unit, shall be paid a premium of 8% for all hours worked. This shall not apply if coverage for the higher classification is included in the employee's current job description.
- (b) A Technical Specialist who is temporarily assigned to perform the duties of a supervisor's position, shall be paid a premium of 8% for all hours worked. This shall not apply if coverage for the higher classification is included in the employee's current job description.
- \*(c) A lab assistant assigned lead assistant duties shall be paid a premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked.
- \*(d) Employees assigned to conduct training (other than preceptors) on SOP's and COP's, specifically for the purpose of competency, new hires, re-certification or retraining, shall receive a premium of one dollar and fifteen cents (\$1.15) per hour for each hour or part thereof spent training. This premium shall not apply where training is part of the employee's normal job duties.

## **ARTICLE 15 - LAYOFF AND RECALL**

15.01 In the event of an intended layoff (including a reduction in hours) the Employer will provide the Union, in writing with ninety (90) calendar days notice; and

- (a) The Employer will meet with the Union through the Labour/Management Committee to review the following:
  - (i) the reason causing the layoff;
  - (ii) the areas of cutback and employees to be laid off;
  - (iii) ways the Employer may assist employees to find alternate employment;
  - (iv) ways to offset the layoff or proposed solution to the problem.
- (b) Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of layoff in the Agreement.
- (c) Where the Employer's decision is driven by factors external to the organization, the Employer shall notify the Union immediately upon becoming aware of the situation, if such notice falls short of ninety (90) calendar days.
- (d) The Employer will advise the Union regarding redundant positions or technological change.

- 15.02 In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
- 15.03 An employee exercising placement, displacement or recall in accordance with this Article must meet the threshold qualifications for the position. It is agreed that an employee may require re-training in order to be qualified for a placement, displacement or to be recalled to a position. The Employer shall provide such required re-training to a maximum of three (3) months during normal working hours where possible.
- 15.04 Before a lay off notice is issued and subject to Articles 15.01 and 15.03, where a permanent vacancy exists, the Employer shall offer employees in a classification where a position will be eliminated, a voluntary placement into a vacant position in the same classification. Where employees have expressed an interest, preference shall be given to the most senior employee, or where no interest is expressed, the least senior employee shall be transferred.
- 15.05 (a) (i) Sixty (60) calendar days notice of layoff shall be sent by the Employer to the Union and the employee who is to be laid off. Where the notice is not given, the employee shall receive pay, in lieu thereof, for the amount of notice to which the employee is entitled.
- (ii) An employee is not required to accept placement in a lower paying classification, a temporary position, or a lower FTE. In these cases, the employee may exercise the employee's rights at the next subsequent step in the procedures outlined herein.
- (b) An employee who has received notice of layoff shall have the option to:
- (i) Subject to Article 15.03, accept placement in a vacancy, or, if none exist, then displacement of the least senior employee in the same or lower paying classification; or
- (ii) accept layoff and be entitled to recall in accordance with Article 15.08; or
- (iii) resign with severance of two (2) weeks' salary per year of service to a maximum of fifty-two (52) weeks.
- (c) The Employer shall advise the employee of the employee's placement/displacement options in accordance with Article 15.05 (b). The employee shall have a maximum of five (5) working days to exercise the employee's choice.
- (d) An employee who accepts placement or displaces another employee in a lower paying classification shall be placed on that level in the scale of the new position which is closer to but not above the employee's current rate

of pay. If there shall be no rate of pay in the new position which is closer to but not above the employee's current rate of pay, then the salary of the employee shall be changed to the maximum level of the new classification.

15.06 Subject to Article 15.03, an employee who has accepted placement or displaced an employee in a lower paying classification shall be entitled to return to the classification and status they held prior to the placement or displacement, should it become vacant within fifteen (15) months of the placement or displacement.

15.07 An employee who is displaced shall be entitled to all rights in accordance with this Article.

#### 15.08 **Recall Rights**

(a) Subject to Article 15.03, an employee who has been laid off shall have the opportunity to be recalled for a period of fifteen (15) months to an available opening in an equal or lower paying classification in order of seniority, before such opening is filled on a regular basis under the job posting procedure.

(b) An employee who accepts recall to a position in a lower paying classification shall continue to have recall rights to the expiry of the employee's original fifteen (15) months of recall to a vacant position in the employee's classification the employee held prior to lay-off. An employee on layoff may refuse recall to a lower paying classification.

(c) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(d) An employee who is recalled to work shall be credited with the seniority the employee had at the time of layoff.

15.09 The Employer shall notify the employee of a recall opportunity by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to be received on receipt of the return portion of the registered mail card by the Employer (however, this period shall not exceed ten (10) calendar days from the date which the registered letter was sent). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for the employee's proper address being on record with the Employer.

15.10 Where a vacancy exists which has a higher maximum salary or a greater number of regular hours than that of the classification of an employee's whose position is being eliminated, is in receipt of lay off notice, or on recall, the position shall be posted as agreed between the Parties provided that the resulting vacancy shall then be dealt with in accordance with this Agreement.



## **ARTICLE 16 - TECHNOLOGICAL CHANGE**

- 16.01 The Employer undertakes to notify the Union as far in advance as practicable, and no less than ninety (90) calendar days, in advance of any technological changes which the Employer has decided to introduce which could result in a layoff of employees within the bargaining unit. Should the change be driven by factors external to the organization, the Employer shall notify the union immediately upon becoming aware of the situation, if it falls short of the ninety (90) calendar days.
- 16.02 The Employer agrees to discuss with the Union the effect of such technological changes on employees and to consider practical ways and means of minimizing the adverse effect, if any, on employees affected.
- 16.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, where reasonable to do so and provided work is related to their present qualifications, such employees shall be given a period of training as prescribed in Article 16.04 below, during which they may acquire the skills necessitated by the new method of operation. This does not apply where changes are the result of legislative requirements or generated by a professional association to which the employee belongs.
- 16.04 The Employer will assume the cost of tuition and travel in training programs which they require the employee to attend. There shall be no reduction in wage or salary rates during the training period of any employee. Training shall be given during the hours of work whenever possible.
- 16.05 Should the Technological Change result in the lay off of an employee, or an employee cannot successfully complete the training contemplated in Article 16.04 above, the provisions of Article 15 shall apply.

## **\*ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 Leave Without Pay**

- (a) Requests for leave of absence without pay for personal reasons shall be considered on an individual basis by the Manager, or designate. Such leave shall not be unreasonably withheld.
- (b) All applications for leave of absence without pay under this Article shall be submitted in writing to the Employer four (4) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged. Applicants shall indicate in their application their intended date of departure and date of return. Requests shall be considered on an individual basis and shall be subject to operational requirements.
- (c) Where a leave of absence without pay exceeds thirty (30) calendar days, the employee shall have the option as to whether to maintain health and

dental benefits, subject to the terms and conditions of the applicable benefit plan.

- (d) During all leaves of absence without pay in excess of thirty (30) calendar days, the employee shall cease to accrue hours for the purpose of incremental increases; however they shall be credited with one hundred fifty (150) hours (pro-rated for part-time employees) for the first thirty (30) days. An employee returning from a leave of absence greater than thirty (30) calendar days, shall be paid at the same step in the salary scale that the employee had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, it shall be moved forward by the amount of time subsequent to the first thirty (30) days, which the employee was on leave without pay, unless otherwise provided in this Agreement.
- (e) During a leave of absence without pay, with the exception of pregnancy/parental leave and sick leave; coverage under the Long-Term Disability Plan ends the date the leave begins.
- (f) Contributions of the Employer and the employee to the Canadian Blood Services Pension Plan during any period of leave of absence without pay, except for Pregnancy and Parental/Adoption Leave, shall be subject to the terms and conditions of the plan.
- (g) The Employer shall keep in effect the employee's staff benefit plans in which the employee is currently enrolled, except LTD and pension, for a period of six (6) months.
- (h) During the initial thirty (30) calendar days period, the Employer shall continue to share where applicable the cost of premiums for staff benefits plans and the employee shall continue to accrue seniority, after which time the employee shall make arrangements with the Employer for payment of the full premiums.

#### **17.02 Pregnancy Leave**

- (a) The Employer shall not change the terms of the employment of an employee because of the employee's pregnancy unless both parties are in agreement.
- (b) An employee who is pregnant shall be granted, upon written application thereof, a leave of absence without pay of seventeen (17) weeks. Such leave shall be in accordance with the provisions of the Labour Standards Act of the Province of Nova Scotia except as otherwise amended by this Article.
- (c) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks immediately preceding the estimated day of delivery nor later than the date of delivery.

- (d) The leave application shall be submitted no later than the fifth (5th) month of pregnancy and shall indicate the date upon which the employee intends to commence the leave of absence.
- (e) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (f) An employee who is applying for pregnancy leave and who is also entitled to parental leave without pay of up to sixty-one (61) weeks, must commence the parental leave immediately following the end of the employee's pregnancy leave, unless the child is not yet in the employee's care. The employee shall notify the Employer in writing of the employee's intention to take parental leave at the time of notification of the employee's pregnancy leave.
- (g) An employee shall reconfirm the employee's intention to return to work or may request changes to the dates originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to the employee's former position unless the position has been discontinued in which case the employee shall be placed in a comparable position. If neither is available, the employee shall be laid-off in accordance with Article 15 of this Agreement.
- (h) While on pregnancy leave, employees shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave, and their service and seniority shall be deemed to be continuous.
- (i) While on pregnancy leave, the Employer shall permit employees to continue participation in eligible benefits plans they held prior to commencement of their pregnancy leave. The employee must continue or suspend all coverage; it is not possible to continue coverage under some plans only.
- (j) All eligible benefit plans shall be cancelled, unless the employee makes prior arrangement to the Employer for payment of the employee's portion of the premium costs.
- (k) While on pregnancy leave, an employee may continue to participate in the Canadian Blood Services Pension Plan and shall, no later than four (4) weeks prior to the commencement of the leave, make arrangements to either prepay the employee's share of pension contributions or provide the Employer with postdated cheques for the duration of the leave.
- (l) An employee returning from pregnancy leave shall be paid at the same step in the salary scale that the employee had attained prior to going on

such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive the anniversary increment upon the employee's return to employment.

- (m) An employee hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a regular full-time or regular part-time capacity, the employee shall be credited with seniority from date of hire subject to successfully completing the employee's probationary period.
- (n) The Employer may request an employee to commence a pregnancy leave of absence at such time as the duties of the employee's position cannot safely be performed by a pregnant employee or the performance or non-performance of the employee's work is shown to be markedly affected by the pregnancy unless the Employer can reasonably modify the employee's duties for the period required or temporarily re-assign the employee to alternate duties or another classification with no change in salary. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.

### **17.03 Parental/Adoption Leave**

- (a) An employee who is a parent, shall be entitled to up to seventy-eight (78) weeks of parental leave of absence without pay in accordance with the provisions of the Labour Standards Act of the Province of Nova Scotia except as otherwise amended by this Article. In the case of the placement of a child or children in the care of an employee for the purpose of adoption, the leave of absence without pay shall be seventy-eight (78) weeks in accordance with the Labour Standards Act of the Province of Nova Scotia as may be amended from time to time.
- (b) The leave application shall be submitted no later than twenty (20) weeks prior to the expected date of delivery or in the case of adoption leave, the earlier of either twenty (20) weeks, or the date upon which the parents are notified of the adoption, and shall indicate the date upon which the employee intends to commence such leave.
- (c) The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than the parent for whom provision is made in Article 17.02:
  - (i) Shall begin on such date coinciding with or after the birth of the child as the employee determines; and
  - (ii) Shall not end later than up to seventy-eight (78) weeks after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

- (d) In the case of adoption, such leave of absence shall begin on a date coinciding with the arrival of the child or children in the employee's home and shall end not later than eighteen (18) months after the leave began.
- (e) An employee shall reconfirm the employee's intention to return to work or may request changes to the dates originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to the employee's former position unless the position has been discontinued in which case the employee shall be placed in a comparable position. If neither is available, the employee shall be laid-off in accordance with Article 15 of this Agreement.
- (f) While on parental/adoption leave, employees shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave, and their service and seniority shall be deemed to be continuous.
- (g) While on parental/adoption leave, the Employer shall permit employees to continue participation in eligible benefits plans they held prior to commencement of their leave. The employee must continue or suspend all coverage; it is not possible to continue coverage under some plans only.
- (h) All eligible benefit plans shall be cancelled, unless the employee makes prior arrangement to the Employer for payment of the employee's portion of the premium costs.
- (i) While on parental/adoption leave, an employee may continue to participate in the Canadian Blood Services Pension Plan and shall, no later than four (4) weeks prior to the commencement of the leave, make arrangements to either prepay the employee's share of pension contributions or provide the Employer with postdated cheques for the duration of the employee's leave.
- (j) An employee returning from parental/adoption leave shall be paid at the same step in the salary scale that the employee had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive the employee's anniversary increment upon the employee's return to employment.
- (k) An employee hired to replace employees who are on approved parental/adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a regular full-time or regular part-time capacity, the employee shall be credited with seniority from date of hire subject to successfully completing the employee's probationary period. If the employee moves directly into another temporary or term position, they are subject to conditions under which they are retained.

#### 17.04 Special Leave – Birth

Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular pay for up to 2 days to a maximum of 15 hours during the confinement of the mother. This leave may be divided into two (2) separate days.

#### 17.05 Pregnancy/Birth Allowance

- (a) Effective December 31, 2005, or the date of ratification of the Collective Agreement, whichever occurs earlier, an employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of the employee's weekly rate of pay for the one (1) week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) Up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five per cent (75%) of the employee's weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the biweekly rate of pay to which the employee is entitled for the employee's classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part- Time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty (20) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.

- (e) The Employer will not reimburse the employee for any amount the employee is required to remit to Human Resources Development Canada where the employee's annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision will not apply to Casual or Temporary employees.

#### 17.06 Parental and Adoption Leave Allowance

- (a) Effective December 31, 2005, or the date of ratification of the Collective Agreement, whichever is occurs earlier, an employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of the employee's weekly rate of pay for the one (1) week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) Up to a maximum of eleven (11) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five per cent (75%) of the employee's weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the biweekly rate of pay to which the employee is entitled for the employee's classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part- Time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty (20) weeks by the regularly scheduled full-time hours of work for the employee's classification.

- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount the employee is required to remit to Human Resources Development Canada where the employee's annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision will not apply to Casual or Temporary employees.

**\*17.07 Leave for Union Business**

- (a) Where a member of the bargaining unit is elected or appointed as an Executive Board Member, or Executive Officer, such individual shall, upon request and provided there is no serious disruption to the operation, be granted leave of absence without pay for the time off required to exercise the duties of such appointment.
- (b) Provided that operational efficiency of the Employer is not seriously disrupted, an employee may be granted unpaid leave to attend NUPGE, CLC or NSFL conventions. Requests shall be submitted in writing three (3) weeks in advance, and such request shall not be unreasonably denied.
- (c) For leaves of absence without pay for Union business under the terms of this Article, the employee's salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits. The Employer will bill the Union and the Union will reimburse the Employer within a month.
- (d) Provided that the operational efficiency of the Employer is not seriously disrupted, a member of the bargaining unit who makes a request to attend Union activities, a minimum of three (3) weeks in advance, may be granted a leave of absence without pay. Such request shall not be unreasonably denied.
- (e) Leave of Absence for Full-Time President

Subject to operational requirements, leave of absence for the full-time President of the Union shall be granted in accordance with the following. Such request shall not be unreasonably denied by the Employer.

- (i) An employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the employee's intention to seek the office of the President.



- \* (ii) An employee shall be granted leave of absence without pay for a period of up to one (1) year unless the term of office is up to three (3) years in which case the leave of absence shall be up to three (3) years. Subsequent elected terms may be considered subject to operational requirements.
- (iii) For the purposes of paragraph (i) and (ii), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (iv) The employee's current salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits. The period of leave of absence shall be deemed to be continuous service with the Employer.
- (v) Upon expiration of the employee's term of office, the employee shall be reinstated in the position the employee held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- \* (vi) In addition to the Leave of Absence for Full-Time President, the Employer may grant a Leave of Absence for other Executive Union Business roles subject to operational requirements and the conditions set out under 17.07 (e).

#### **17.08 Educational Leave**

- (a) Leave of absence without pay, for the purpose of further education directly related to the employee's employment may be granted by the Employer subject to operational requirements. The employee must apply in writing to the employee's immediate supervisor five (5) weeks in advance and upon request shall provide evidence that the employee is registered in the course.
- (b) In the case of any employee who is required by the Employer to attend professional development programs, the cost of registration, books, and other relevant expenses as previously approved by the Employer, shall be borne by the Employer. The employee shall continue to receive regular pay while attending such programs.

#### **17.09 Bereavement Leave**

Bereavement leave, without loss of regular pay, shall be granted to an employee upon request in accordance with the following:

- (a) At the time of death or funeral of an employee's spouse (common-law, same gender relationship included), fiancé, child, parent, legal guardian, brother, sister, step-child, step-parents, step-brother/sister, grandparent,

grandchild, step-grandparent, step-grandchild, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, or relative permanently residing in the employee's household or with whom the employee permanently resides, up to five (5) consecutive working days within a seven (7) calendar day period. The provisions for "in-law" and "step-relative" relationships shall only apply in cases where it is a current relationship at the time of the death.

- (b) Bereavement leave of one (1) day with pay shall be granted in the event of the death of any employee's aunt, uncle, nephew, niece, or the grandparents of the spouse of the employee for the purpose of attending the funeral of any such relative.
- (c) An employee shall be granted an unpaid leave of absence upon request, for a period of up to two (2) weeks in the case of the death of any member of the employee's immediate family, namely spouse, child or parent.
- (d) In addition to Bereavement leave in section 17.09, a maximum of two (2) working days for travel may be granted if required to attend the funeral.
- (e) If the Employer grants bereavement leave pursuant to Article 17.09 and the employee is on vacation at the time of bereavement leave request, the employee shall be credited with the appropriate number of days as outlined in Article 17.09 (a), (b), (c) and (d) above.
- (f) In the event that the funeral or internment for any individual identified in 17.09 (a) or (b) above does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of the employee's bereavement leave without loss of regular pay until the day of the funeral or internment. The employee shall notify the Employer of this deferment at the time of the bereavement leave.

#### **17.10 Compassionate Leave**

For the purpose of attending to serious illness in the employee's immediate family, namely, spouse (common-law, same gender relationship included), fiancé, parent or child, up to five (5) days without loss of regular pay per fiscal year. Serious illness shall mean illness involving hospitalization or any illness which a medical doctor certifies to be critical. The employee shall provide proof if requested.

#### **17.11 Medical / Dental Appointment Leave**

The Employer shall allow employee leave without loss of regular pay, up to a maximum of 22.5 hours per fiscal year, to attend personal medical and dental appointments where such appointments cannot be arranged outside of working hours. Employees are expected to advise the Employer with as much notice as possible of such appointments.

### **17.12 Jury / Court Duty Leave**

An employee required to serve as a juror or subpoenaed as a witness in a court action, shall be granted a leave of absence without loss of regular earnings provided the employee;

- (a) notifies the Employer immediately upon receipt of the employee's notification that the employee will be required to attend court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly repays the amount (other than expenses) paid to the employee for such service or attendance, to the Employer.

A leave of absence without pay will be granted to an employee whose private affairs have occasioned a court appearance.

### **17.13 Wedding Leave**

- (a) The Employer shall grant an employee 3 consecutive working days to a maximum of 22.5 hours off without loss of regular pay during the week immediately prior to or following the employee's marriage subject to five (5) weeks written notice in advance.
- (b) Up to 1 day to attend the wedding of a parent, brother, sister or child, if it falls on a scheduled work day.

### **\*17.14 Leave for Family Illness/Injury**

An employee may be granted sick leave from the employee's existing sick bank up to thirty-seven and one half (37.5) hours off with pay per fiscal year for the purpose of taking care of the employee's child, spouse or person to whom the employee is legal guardian who permanently resides with the employee or the employee's parent, in case of illness/injury. Proof may be required by the Employer.

### **17.15 Severe Weather Conditions (including blizzards, hurricane, etc.)**

- (a) Due to the critical nature of the service provided by Canadian Blood Services, employees are required to make every reasonable effort to report for work during severe weather conditions.
- (b) If the Blood Centre remains open during severe weather conditions, employees unable to report for work may use annual leave or banked time to make up for lost earnings for the day.
- (c) Employees required by the Employer to report for work when the Blood Centre has been closed due to severe weather conditions, or who are required to remain at work when other employees have been sent home,

shall be compensated for hours worked following such closure, at the rate of time and one half their regular hourly rate of pay.

- (d) Where the Employer requires an employee to stay in overnight accommodations near the Centre during severe weather conditions, the employee shall be paid on-call pay at a rate of twenty percent (20%) of their basic hourly rate from the time the employee arrives at the accommodation until the employee begins the employee's shift the following day. Should such an employee be called back to the Centre prior to the employee's shift the following day, Articles 20.03 (d) and 20.04 shall apply. When applicable the Employer shall pay a meal allowance as follows:

Breakfast	\$7.80
Lunch	\$11.20
Dinner	\$16.75

#### **17.16 Leave for Emergency**

An Employee may be granted leave of absence without pay up to fifteen (15) hours per fiscal year for a critical condition which requires their personal attention resulting from an emergency which cannot be served by others or attended to by the Employee at a time when they are normally off duty.

#### **\*17.17 Leave for Political Participation**

- (a) On the written request of the employee, the Employer shall grant leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or School Board elections.
- (b) If an employee is elected in a Federal, Provincial, Municipal or School Board election and request a leave of absence without pay for the term of office or for the period(s) that the legislative body meets, the Employer shall grant such requests. No employee shall be required to take such leave of absence unless:
- (i) the employee cannot reasonably perform the employee's duties during the term of office or during the period(s) the legislative body meets; or
  - (ii) a conflict of interest arises between the duties of the elected office and the performance of the employee's duties for the Employer
- (c) While an employee is on leave for political participation the employee may choose to continue enrollment in group benefits and the pension plan subject to plan rules in each case. If the employee chooses to continue on thus manner, the employee shall be responsible for the full cost of contributions while on leave.

- (d) An employee on leave for political participation shall continue to accrue seniority and service.
- (e) Such leave of absence without pay under Article 17.17 shall be up to a maximum of four (4) years, unless otherwise agreed.

## **ARTICLE 18 - WORKERS' COMPENSATION**

- 18.01 An employee who is incapacitated and is unable to work as a result of an accident sustained while on duty in the service of the Employer, within the meaning of the Workers' Compensation Act, shall continue to receive the employee's regular net salary from the Employer, or such amount permitted under WCB legislation in the Province of Nova Scotia, provided the employee assigns over to the Employer the employee's compensation payments due from the Workers' Compensation Board for time lost as a result of an accident. Part-time employees shall have such compensation pro-rated based on their previous six (6) months earnings.
- 18.02 (a) When an employee is absent on a Workers' Compensation claim, all benefits of this Agreement will continue to accrue for a period of twenty-four (24) months, subject to subsection (b) below
- (b) An employee who is absent on a Workers' Compensation claim will cease to accrue annual vacation and designated named holidays with pay during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue during such absence.
- (c) Resumption of accrual of the annual vacation shall recommence upon the employee's return to duty from such absence.
- 18.03 All accidents must be reported immediately by the employee in writing to the Manager or designate on the proper Workers' Compensation Form 7, and/or other investigation report form or documentation required by the Employer. The employee will be provided with a copy of the WCB report.
- 18.04 Employees are required to provide the Employer, as far in advance as possible, with a written notice of the employee's readiness to return to work. In the case of a long term absence, such notice shall be for a period of not less than three (3) weeks.
- 18.05 The Employer will indicate either by written certification or on the employee's T-4 the amount of Workers' Compensation payment the employee has assigned to the Employer in accordance with Article 18.01 above.

## **ARTICLE 19 - HOURS OF WORK**

### 19.01 **Hours of Work**

Except as contemplated by Articles 19.10 and 19.11, regular full-time employees shall work an average of seventy-five (75) hours over a designated two (2) week period. Except as provided for in Article 19.10 and 19.11, shifts for regular full-time employees shall not be less than 6 hours and not greater than 10 hours exclusive of unpaid meal periods and inclusive of rest periods. The Employer shall not change shifts during the two week confirmed period in order to avoid overtime compensation.

The Employer shall make every effort not to change existing shift schedules. However, where the Employer needs to change an existing shift duration due to operational needs, the Employer shall develop new shift schedules by mutual agreement with employee(s). Where mutual agreement is not achieved, employees will be assigned the new shifts of days, evenings, nights or weekends, as equitably as possible.

### 19.02 **Meal Periods**

- (a) The hours of work shall exclude a meal period of thirty (30) to sixty (60) minutes, to be scheduled by the Employer during each shift of seven and one-half hours.
- (b) Should the employee be called back to work during the employee's meal period, the employee shall be paid a premium of one and one-half (1-1/2) times the employee's straight time hourly rate for such time worked.
- (c) No meal period shall be granted for shifts of less than five (5) consecutive hours per day.

### 19.03 **Rest Periods**

- (a) Employees shall be permitted two (2) fifteen minute rest periods per scheduled shift of seven and one-half (7.5) hours. Rest periods shall be prorated for scheduled shifts greater than 7.5 hours. For scheduled shifts of less than 7.5 hours, employees shall be permitted one (1) fifteen minute rest period.
- (b) Employees shall receive an additional fifteen (15) minute rest period for each subsequent three (3) hours of work beyond a scheduled shift of 7.5 hours or greater.
- (c) At the prior request of any employee and subject to the Employer's discretion, an employee shall be permitted to combine their rest periods into one (1) thirty (30) minute rest period or more on that day.
- (d) Should the employee be called back to work during the employee's rest period and the rest period cannot be rescheduled, the employee shall be

paid one and one-half (1-1/2) times the employee's straight time hourly rate for such time worked.

#### **19.04 Rest Period between Workdays**

- (a) There shall be a rest period of twelve (12) hours between the cessation of work on one day and the commencement of work on the next day.
- (b) Should the Employer require the employee to work within this twelve (12) hour rest period, the employee shall be paid a premium of one-half (.5) times the employee's straight time hourly rate for all hours worked that impinges upon the twelve (12) hour rest period. This premium of one-half (.5) shall be paid over and above employee's averaging period. All straight time hours impinging upon the twelve (12) hour rest period shall be included in the employee's averaging period.

#### **19.05 Days Off**

Regular full-time employees shall be scheduled a minimum of four (4) days off in a two (2) week period. At least two of these days will be consecutive. Such consecutive days will include Saturday or Sunday at least one (1) week in (3). Employees shall not work in excess of six (6) consecutive calendar days.

#### **19.06 Posting of Work Schedules**

- (a) Work schedules shall be posted six (6) weeks in advance (3 weeks confirmed and 3 weeks conditional). There shall be no changes to the three (3) weeks confirmed shift schedule unless mutually agreed by the employee or in the event of an emergency. If the Employer changes the shift schedule within the confirmed three (3) week posted schedule, and it is with less than forty-eight (48) hours of notice to the employee, employees shall be paid at the rate of time and one-half (1.5) for the hours worked that are different from those hours originally scheduled. For clarity, additional shifts offered to part-time employees do not qualify for this premium pay.
- (b) Subject to operational requirements the Employer shall schedule holidays and weekends on an equitable basis.
- (c) With the approval of the Employer, employees may exchange shifts or an employee may give away the employee's scheduled hours to another employee provided the employee finds a qualified replacement for the employee's scheduled shift, if it is necessary to replace the shift. It is understood there will be no increase in cost to the Employer.
- (d) The Employer shall not change the regular employee's schedule outside the 6:00 a.m. to 6:00 p.m. period without thirty (30) calendar days notice.

- (e) Should the Employer introduce an additional shift in any section that have not previously had such shift, the Employer shall offer the additional shift to employees by order of seniority with those with the greatest seniority being offered the shift first.

#### **19.07 Split Shifts**

No shift shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article 19.02 and 19.03.

#### **19.08 Rest Interval After Call Back**

The Employer shall provide at least six (6) hours between the time an employee completes a period of callback and the commencement of the employee's next scheduled shift. During a six (6) hour period of on-call, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the employee shall not be entitled to a six (6) hour rest interval. If mutually agreeable between the employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

#### **19.09 Compensation Where Rest Interval Not Taken**

Subject to Article 19.08, where, because operational requirements do not permit or where mutually agreeable variations between the employee and the Employer are not acceptable, the six (6) hour rest period, pursuant to Article 19.08, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1½).

#### **19.10 Alternative Hours of Work**

- (a) Where employees have indicated a desire to work alternative hours of work the Employer may authorize such, providing operational requirements permit and the provision of services are not adversely affected. Such agreement shall be in writing and include the hours of work.
- (b) Employees with shifts greater than seven and one half (7.5) hours shall be compensated at overtime and premium rates commencing at the end of their shift.
- (c) Upon four (4) weeks written notice either party may cancel the alternative hours of work agreement.

#### **19.11 Temporary Reduced Hours of Work**

- (a) Regular full-time employees are eligible to be considered for a Temporary Reduced Hours of Work (TRHW) arrangement, where operational



requirements permit and the provision of services are not adversely affected.

- (b) The terms and conditions governing a TRHW will be as agreed to by the Employer, employee and the Union. Such agreement shall be in writing and will include the start and end dates of the TRHW arrangement and the number of hours to be reduced.
- (c) A TRHW arrangement will be a period of not less than three (3) months to a maximum of two (2) years. Any extension beyond the two-year (2) maximum must be mutually acceptable to the Employer, the employee and the Union.
- (d) The Employer may cancel a TRHW arrangement due to operational requirements, or an employee may cancel the arrangement, upon four (4) weeks written notice from either party.
- (e) During a period of TRHW arrangement, the employee will continue the duties and responsibilities the employee held prior to the arrangement, unless otherwise agreed to by the Employer, employee and the Union, for the period of time noted in the arrangement.
- (f) A regular full-time employee, during the TRHW arrangement, will be considered a regular part-time employee and will be covered by provisions of the Collective Agreement applicable to regular part-time employees.
- (g) At the end of the TRHW arrangement, the employee will resume the hours of work and the employment status, i.e. regular full-time, held prior to the TRHW arrangement. Should the position no longer exist, the employee shall be placed in a comparable position in the same classification. If neither is available, the employee shall be laid-off in accordance with Article 15 of this Agreement.

## **ARTICLE 20 - OVERTIME AND PREMIUM PAY**

### **20.01 Overtime, Work on Scheduled Days Off, Work Schedules**

- (a) Overtime Rate
  - (i) All overtime shall be calculated to the nearest fifteen (15) minute period.
  - (ii) If the employee should work, as authorized, in excess of seventy-five (75) hours during any two (2) weeks in the same pay period, the employee shall be compensated for such excess hours worked at the rate of one and one-half (1.5) times the employee's straight time hourly rate. After working in excess of four (4) consecutive hours beyond the employee's scheduled shift of 7.5 hours or more, the employee shall be compensated at two (2) times the

employee's hourly rate of pay including the first four (4) hours of overtime.

(b) Work Outside Regular Scheduled Hours

An employee who is not on-call and who is advised prior to leaving the Centre that the employee is required to work outside the employee's regular scheduled hours of work shall be paid for the hours worked at the rate of time and one-half (1.5) the employee's straight time hourly rate, or three (3) hours at the employee's straight time hourly rate, whichever is greater. Should the employee work in excess of seven and one-half (7.5) hours, such time shall be paid at two (2) times the employee's straight time hourly rate. It is further understood that employees will not be entitled to another day off without pay in lieu of working on their day(s) off. The employee shall be reimbursed mileage expense in accordance with Article 28.

(c) Overtime compensation referred to in Article 20.01 (a) may be taken in time off equivalent to the applicable overtime rate. Such banked time will not total in excess of thirty-seven and one-half (37.5) hours. Hours in excess of thirty-seven and one-half (37.5), shall be paid out to the employee.

(d) Overtime required at the end of a scheduled shift shall be offered on an equitable basis to those employees currently on shift and who have the necessary qualifications and training. Where two or more employees have worked no overtime or equivalent overtime in the current pay period, the employee with the most seniority shall be offered the overtime first.

**20.02 Shift Premium**

(a) Effective the date of this agreement, an employee shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime, on shifts where the majority of the employee's shift falls between 1800 hours and 0600 hours. Effective August 1, 2019 such premium shall be two dollars and fifteen cents (\$2.15). Effective October 31, 2020 such premium shall be two dollars and thirty-five cents (\$2.35).

(b) Effective the date of this agreement, an employee shall receive a weekend premium of two dollars (\$2.00) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday. Effective August 1, 2019, such premium shall be two dollars and fifteen cents (\$2.15). Effective October 31, 2020 such premium shall be two dollars and thirty-five cents (\$2.35).

**20.03 On-Call Pay**

(a) Employees assigned on-call shall receive on-call pay at the rate of ten (10) % of their basic hourly rate for each hour assigned to on-call duty.

- (b) Employees assigned on-call on their scheduled day(s) off or on Saturday and/or Sunday shall receive twelve (12)% of their basic hourly rate for each hour assigned to on-call duty.
- (c) Employees assigned on-call on designated holidays shall receive on-call pay at the rate of fifteen (15)% of their basic hourly rate for each hour assigned to on-call duty.
- (d) On-call pay ceases in the event of a call back.
- (e) The Employer shall call in employees who are not on call and who have the necessary qualifications and training on an equitable basis.
- (f) It is expected that employees on call will respond in a timely fashion.

#### 20.04 **Call-Back/Call-In**

- (a) An employee who is called back to work outside the employee's regularly scheduled hours of work shall be paid a premium of one and one-half (1.5) times the employee's straight time hourly rate for all hours worked during this period or for three (3) hours at one and one-half (1.5), whichever is greater for work performed on each call back. When recalled, an employee will complete the work for which the employee was recalled and shall be expected to attend to any other emergency which might arise but no attempt will be made to give the employee any additional work because of the minimum pay. Should the employee work in excess of seven and one-half (7.5) hours, such time shall be paid at two (2) times the employee's straight time hourly rate.
- (c) An employee who is called back to report to work shall be reimbursed transportation expense in accordance with Article 28.
- (d) On-call pay for employees who are on-call and are called to report for work, shall cease during the minimum call period, or the actual hours worked, whichever is greater.
- (e) The minimum guarantee of three (3) hours shall not be applicable if the employee is called back to work within three (3) hours of the employee's next scheduled shift.

#### 20.05 **Overtime Meal Allowance**

When an employee is told during the employee's scheduled shift that the employee is required to work immediately following that shift, the employee shall be provided with a \$12.00 meal allowance and rest period in accordance with Article 19.03 provided the employee works a minimum of three (3) additional hours.

## 20.06 No Pyramiding

There shall be no pyramiding of overtime for the same hours worked. Overtime payment shall be calculated under one provision of this agreement only unless herein specifically provided otherwise. In case of conflict the highest overtime rate or premium shall apply to such hours.

## ARTICLE 21 - DISCIPLINE AND DISCHARGE

### 21.01 Discipline / Discharge Meeting

- (a) No employee who has completed the employee's probationary period shall be disciplined except for just and sufficient cause.
- (b) In any meeting or discussion where an employee is to be informed by the Employer that a discharge, suspension or written form of disciplinary action is to be imposed on such employee, the employee shall be advised prior to the discussion itself that the employee may have a Union representative present during such meeting, and if such a member is not available, a Union Steward shall stand in as substitute.
- (c) Should the Employer discharge an employee, the Employer shall so notify such employee and the Union, in writing. Such notice shall indicate the reason(s) for the discharge. Should the employee file a grievance against the discharge, the grievance shall be filed at Step 2 of the grievance procedure in accordance with Article 10.

## \*ARTICLE 22 - PAID HOLIDAYS

### \*22.01 List of Paid Holidays

Employees shall receive time off with pay on or for the following paid holidays:

- |                    |   |
|--------------------|---|
| (a) New Year's Day | (h) 1/2 Christmas Eve Day                     |
| (b) Heritage Day   | (i) 1/2 New Year's Eve Day                    |
| (c) Good Friday    | (j) Labour Day                                |
| (d) Easter Monday  | (k) Thanksgiving Day                          |
| (e) Victoria Day   | (l) Remembrance Day                           |
| (f) Canada Day     | (m) Christmas Day                             |
| (g) Civic Holiday  | (n) Boxing Day                                |
|                    | (o) National Day for Truth and Reconciliation |

Any other day proclaimed as a General Holiday by the Federal or Provincial authorities.

Effective October 1, 2014, regular part-time employees shall receive pro-rated time off with pay on or for the preceding holidays based upon average daily paid

hours during the four (4) week period immediately preceding the holiday.

22.02 At the discretion of the Employer and depending on operational requirements, the half (1/2) day Christmas Eve and the half (1/2) day New Year's Eve may be combined into one (1) full paid holiday to be scheduled by the Employer on either Christmas Eve or New Year's Eve. In that case however, the other day either Christmas Eve or New Year's Eve shall be scheduled as a regular working day.

22.03 Should any of the paid holidays listed in Article 22.01 fall on a Saturday or a Sunday, such paid holiday shall be observed on the working day immediately preceding or following the Saturday or Sunday as designated by the Employer.

#### **22.04 Paid Holiday Falling on an Employee's Scheduled Day Off**

Where a paid holiday falls on or is observed on an employee's scheduled day off and the employee is not required to work on that day, the employee will receive a day off with pay in lieu in accordance with Article 22.07.

#### **\*22.05 Holiday Premium**

##### **\*(a) Work on a Paid Holiday**

An employee who is scheduled to work and works on a paid holiday shall receive one and one-half (1.5) times the employee's straight time hourly rate for all hours worked on a holiday other than Christmas Day or Good Friday. For work on a holiday of Christmas Day or Good Friday, the employee shall receive two (2) times the employee's straight time hourly rate for all hours worked. In addition, the employee shall receive time off equivalent to holiday pay at 7.5 hours (or 3.75 hours, i.e. 1/2 day Christmas Eve and 1/2 day New Years Eve) at straight time pay, in accordance with Article 22.07.

##### **(b) Work on a Paid Holiday Exceeding 7.5 Hours**

Should the employee be required to work more than seven and one-half (7.5) hours on a paid holiday, such time worked in excess of seven and one-half hours shall be paid at two (2) times the employee's straight time hourly rate for such additional hours. In addition the employee shall receive time off equivalent to all hours worked in excess of seven and one-half (7.5) hours, in accordance with Article 22.07.

##### **(c) Failure to Report as Scheduled on a Paid Holiday**

A full-time employee who is scheduled by the Employer to work on a paid holiday and does not report for work due to bona fide illness, shall be paid holiday pay (7.5 hours at their regular rate of pay), and shall not be entitled to sick pay or another day off in lieu.

#### **22.06 Paid Holiday Falling on an Employee's Vacation Period**

When a paid holiday falls within an employee's vacation period, it shall not be deducted from their vacation and may be scheduled at a time mutually agreeable. However, if there is no mutual agreement, the employee shall be paid holiday pay of 7.5 hours (or 3.75 hours i.e. ½ day Christmas Eve and ½ day New Years Eve) at the employee's straight time hourly rate.

### **22.07 Paid Holiday Lieu Bank**

Holiday time in lieu referred to in Articles 22.04 and 22.05 (a) and (b) shall be placed in a paid holiday lieu bank. Such banked time will not total in excess of thirty-seven and one-half (37.5) hours. Hours in excess of thirty-seven and one-half (37.5), shall be paid out to the employee.

### **22.08 Religious Day in Lieu**

An employee who is entitled to time off with pay in lieu of Good Friday, Easter Monday, Christmas and/or Boxing Day pursuant to Article 22.04, 22.05 (a) and/or 22.05 (b) may take such time with pay in lieu at a time that permits the employee to observe a holy day of the employee's own faith. The employee shall advise the employee's immediate management supervisor in writing of the employee's desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavour to grant the request where operational requirements permit.

## **ARTICLE 23 - VACATIONS**

### **23.01 Vacation Accrual**

A regular full-time employee shall accrue vacation credits at the following rates:

- (a) One and one-quarter (1-1/4) days per month during the first four (4) years of continuous service; (3 weeks)
- (b) One and two-thirds (1-2/3) days per month after four (4) years of continuous service; (4 weeks)
- (c) Two and one-twelfth (2-1/12) days per month after fourteen (14) years of continuous service; (5 weeks)
- (d) Two and one-half (2-1/2) days per month after twenty-four (24) years of continuous service; (6 weeks)

Effective April 1, 2015, regular part-time employees shall accrue pro-rated vacation credits based upon regular hours worked.

### **23.02 Vacation Year**

- (a) The vacation year shall be from April 1st of each year to March 31st of the year following.
- (b) Vacation time must be taken during the vacation year in which it was earned subject to Article 23.06 - Vacation Deferment. An employee who has completed the employee's probationary period may draw vacation days in advance not to exceed entitlement for the current vacation year.

### 23.03 **Vacation Schedules**

- (a) Employees shall submit to their respective immediate supervisors, in writing, their individual vacation preferences by February 1st and approved by March 15<sup>th</sup>.
- (b) The Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved, subject to the operational requirements.
- (c) In the case of conflicting vacation requests submitted during the time period as outlined in a) above, the vacation period requested shall be awarded to the most senior employee.
- (d) Where there are conflicting vacations seniority however, shall not entitle an employee to claim vacation in more than two (2) weeks of prime vacation time. This does not restrict employees from accessing more than two (2) weeks in prime vacation time if further vacation time can be approved after all prime time vacation requests have been approved in accordance with the provisions of this clause (23.03 (d)). Prime vacation time in this Agreement shall consist of the months of July and August, the week of Christmas Day and the week of New Year's Day. Employees may not book the week of Christmas/March Break two consecutive years unless no one else has booked.
- (e) The Employer shall endeavour to schedule the weekend off prior to and following vacation requests which are Monday to Friday.
- (f) Vacation Cancellation

Where possible, the Employer will avoid re-scheduling an employee's vacation; however, if approved vacation is cancelled, such vacation will be re-scheduled taking the employee's preference into consideration. If an employee has made travel arrangements and paid for expenses associated with the employee's vacation, upon submission of proof, the Employer shall reimburse the employee for such expenses or cancellation fees provided the employee has done everything reasonably possible to eliminate or reduce such loss. In addition, to be eligible for reimbursement, the employee must advise the Employer that a potential claim exists at the time the Employer proposes to change the approved vacation.

#### 23.04 Where an employee has not:

- (a) submitted the employee's vacation request as per Article 23.03 (a) contained herein; or
- (b) been able to take the employee's vacation during the period in which it was scheduled to be taken;

such employee may make a request to the Employer, in writing five (5) weeks in advance to schedule their vacation during a period not otherwise scheduled for another employee. Preference will be given on a first come, first served basis. In the event of conflicting requests from two (2) or more employees, seniority shall prevail.

#### 23.05 **Illness During Vacation**

- (a) If an employee becomes ill for a period of three (3) consecutive days or more during a period of vacation and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employer will change the status of the employee's vacation leave to sick leave.
- (b) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits. The displaced vacation may be rescheduled at a later date following the procedure outlined in Article 23.04.
- (c) Employee's must contact the designated employer representative and advise of the illness as soon as reasonably possible and must complete the appropriate form requesting sick leave coverage immediately upon return to work.

#### 23.06 **Vacation Deferment**

- (a) Vacation time earned during the current vacation year may be deferred to the next vacation year, subject to approval by the Manager.
- (b) The vacation to be deferred must not be more than ten (10) working days of the vacation year's entitlement;
- (c) Requests for vacation deferment must be submitted by the employee to their immediate supervisor no later than November 30 and approved by December 31 of the current vacation year;
- (d) All such deferred vacation must be taken by June 30th of the upcoming vacation year.

#### 23.07 **Vacation Entitlement Outstanding**



Vacation entitlement outstanding on December 31st, for which no request for deferment has been approved or no vacation request has been submitted by the employee for time off between December 31st and March 31<sup>st</sup> may be scheduled at the discretion of the employee's supervisor/manager after consultation with the employee.

#### **23.08 Vacation Pay upon Termination**

- (a) Where an employee terminates prior to completing the service requirements for advanced vacation entitlement, an appropriate deduction at the employee's current salary shall be made from the employee's final pay cheque. If this is not possible, the employee shall be required to repay the vacation overpayment.
- (b) When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.

#### **23.09 Transfer of Regular Full-time and Regular Part-Time Employees to Temporary or Casual Status**

When a regular full-time or regular part-time employee transfers to temporary or casual status, vacation pay credits used in advance but not earned will be recovered from the employee's last pay cheque prior to the transfer and the provisions of Article 30 contained herein, shall be applicable from the date of transfer. If the employee has not received the employee's full vacation entitlement for the period preceding the date of transfer, the employee shall receive a lump sum payment equivalent to the employee's unused vacation entitlement prior to transfer.

23.10 An employee who transfers from regular full-time or regular part-time to temporary or casual status, or vice versa, shall retain and carry with the employee, the employee's length of service for vacation entitlement purposes.

#### **23.11 Recall from Vacation**

- (a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave.
- (b) Where, during any period of approved vacation, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, subject to the provisions of Article 23.03 (f) and transportation expense in accordance with Article 28, that the employee incurs:
  - (i) in proceeding to the employee's place of duty; and
  - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation leave upon completing the assignment for which the employee was recalled.

In addition to the above, an employee shall be compensated at one and one half (1.5) times the employee's regular rate of pay for time worked during the period of recall from vacation.

- (c) The period of vacation leave so displaced resulting from recall and transportation time shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

## **ARTICLE 24 - SICK LEAVE**

### **24.01 Eligibility**

All employees shall be entitled to sick leave benefits based on their regular hourly rate of pay due to illness or accident in accordance with the plan as set forth herein.

### **24.02 Regulation**

The employee must observe all of the following regulations to obtain the benefits available:

- (a) telephone supervisor/manager directly, prior to the commencement of the workday, advising of sickness or accident on the first day of disability and keep in regular contact;
- (b) provide information (e.g. medical certificate) regarding the employee's present or future ability to return to employment;
- (c) report to the employee's supervisor/manager before making a change in usual place of residence or address during disability.

### **24.03 Sick Leave Accumulation**

The amount of credit an employee has at a particular date is based on the employee's length of continuous service in completed years to date, less any benefits that the employee has received in the previous five year period.

### **24.04 Sick Leave Accumulation Table**

Based on continuous service, sick leave credits will accrue to each employee as listed below (one day of sick leave = 7.5 hours):

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
On the first calendar	5 days	5 days	65 days

day after 3 months  
continuous service  
has been completed

1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	
16 years	85 days	175 days	
17 years	90 days	170 days	
18 years	95 days	165 days	
19 years	100 days	160 days	
20 years	105 days	155 days	
21 years	110 days	150 days	
22 years	115 days	145 days	
23 years	120 days	140 days	
24 years	125 days	135 days	
25 years	130 days	130 days	

#### 24.05 **Less Than 75 Working Days**

Where an employee, who through earlier use of sick leave, has less than seventy-five (75) days of credits available, additional sick leave will be made available if required due to illness in order to bring the total period of sick leave to 75 days of sick leave at 66-2/3% pay.

#### 24.06 **Reinstatement of Sick Leave Credits**

When an employee returns to active employment following a period of sick leave (i.e. not in receipt of long term disability benefits or Workers Compensation benefits during a work-hardening/graduated return to work period), credits to a maximum of 75 days at 66-2/3% pay will be reinstated after the following intervals:

- (a) one month after return to full employment in the case of a new disability and,
- (b) three months after return to full employment in the case of a recurrence of the same disability.

#### **24.07 Termination of Employment**

Upon termination of employment all sick leave credits shall be cancelled and no payment shall be due.

#### **24.08 Sick Leave Without Pay**

If sick leave credits have been exhausted (where long term disability coverage does not apply) and additional time is recommended in writing by a medical practitioner and/or other certified health professional, as applicable, leave of absence without pay may be granted in accordance with the pertinent provisions of Article 17, Leaves of Absence without Pay. Leave of absence under this section will not be unreasonably withheld.

#### **24.09 Paid Holidays Occurring During Sick Leave**

When a designated paid holiday falls during a period of sick leave with pay the employee shall be paid for the holiday and no deduction will be made from their sick leave banks. Employees on sick leave without pay shall not be paid for paid holidays occurring during such period of absence.

#### **24.10 Continuation of Benefits and Service**

All the provisions of this Collective Agreement shall continue to apply to employees who are on sick leave with pay. The provisions of this Collective Agreement shall not apply to employees who are on LTD leave of absence, except as outlined in CBS's insured benefits policies and Pension Plan.

#### **24.11 Work Accommodation due to illness/injury**

It is the intent of the Employer to rehabilitate employees who have experienced injury or illness back into the work force and to create an adaptive work environment for such employees.

#### **24.12 Alcoholism and Drug Abuse**

The Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency to undergo a co-ordinated program directed to the objective of their rehabilitation.

### **ARTICLE 25 - STAFF BENEFITS**

### **25.01 Extended Health Plan**

- (a) The Employer shall sponsor an Extended Health Plan for all qualifying employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing of this Collective Agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.
- (b) All eligible employees must join the Extended Health Plan in accordance with plan enrollment criteria. An employee may opt out of the plan only if the employee's spouse has equal or better coverage through their employment plan.
- (c) The Employer shall pay one hundred percent (100%) of the premium cost for each participating employee.

### **25.02 Dental Plan**

- (a) The Employer shall provide and maintain a Dental Plan for all qualifying employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing of this collective agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.
- (b) All eligible employees must enroll in the Dental Plan in accordance with plan enrollment criteria. An employee may opt out of this plan only if the employee's spouse has equal or better coverage through their employment.
- (c) The Employer shall pay sixty-six and two thirds percent (66-2/3) of the premium cost for each participating employee and the employee shall pay the remaining thirty-three and one third percent (33 1/3%) of the premium.

### **25.03 Long Term Disability Plan, Group Life Insurance Plan and Accidental Death and Dismemberment Plan**

- (a) All eligible employees shall enroll in the Employer's Long Term Disability Plan and Group Life Insurance Plan, which includes life insurance and accidental death and dismemberment insurance, in accordance with the provisions and requirements of these plans.
- (b) The Employer shall pay sixty-six and two thirds percent (66-2/3) of the premium cost for the Long Term Disability Plan and the employee shall pay the remaining thirty-three and one third percent (33-1/3%) of the premium.
- (c) The employee shall pay one hundred percent (100%) of the cost of life insurance premiums and the Employer shall pay one hundred percent (100%) of the cost of accidental death and dismemberment insurance.

#### **25.04 Pension Plan**

Employees who become eligible for pension plan participation and who elect or are required to participate in a pension plan, may participate in either the Canadian Blood Services Defined Benefit Pension Plan or the Canadian Blood Services Defined Contribution Plan, in accordance with the provisions of the plan selected by the employee.

25.05 The Employer agrees to provide each employee with an explanatory booklet on all the above insured benefits and pension plans.

#### **25.06 Insured Benefits**

The employer may at any time substitute another carrier to underwrite insured benefit plans, provided that the benefits under the plans are not in any way reduced.

#### **25.07 Retirement Allowance**

Employees with more than fifteen (15) years of service who retire in accordance with the rules and regulations of the plan, shall be paid a lump sum equal to one week per year of completed service to a maximum of twenty (20) weeks pay. Such allowance to be prorated with respect to regular part-time employees.

#### **25.08 Registration/Licensing Fees**

Upon request of an employee, the Employer shall deduct the annual NSCMLT and CSMLS fees from the employee's pay. It is the responsibility of the employee to ensure that all registration/licensing information is submitted to their professional association within the submission deadline dates.

### **ARTICLE 26 - COMPENSATION**

26.01 The Employer shall forward updated position descriptions of each classification contained in Schedule A to the Union.

26.02 When the duties in any classification are changed such that remuneration may be affected, or where the Union and/or an employee feels the employee is unfairly or incorrectly classified, or when a position not covered in Schedule A is established within the bargaining unit during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay, such dispute shall be submitted to grievance and arbitration. The new rate of pay shall become retroactive to the time the position was first filled by an employee.

#### **26.03 Claim for Experience**

If, in the opinion of the Employer, an employee has not been away from active related employment for more than three (3) years, that employee shall, on appointment, be paid for experience as follows:

- (a) Less than two (2) years experience, step one (1) of the appropriate scale.
- (b) Two (2) years experience but less than four (4) years experience, step two (2) of the appropriate scale.
- (c) Four (4) years experience but less than six (6) years experience, step three (3) of the appropriate scale.
- (d) Six (6) years experience but less than eight (8) years experience, step four (4) of the appropriate scale.
- (e) Eight (8) years experience but less than ten (10) years experience, step five (5) of the appropriate scale.

One year (1) of experience is equal to 1950 hours.

26.04 Where an employee is required by the Employer to work in another province for CBS (or if the employee accepts an assignment), the employee shall remain in the bargaining unit and receive no less salary, benefits or other compensation than provided for in this Agreement for the duration of the assignment.

#### **ARTICLE 27 - MEAL ALLOWANCE**

27.01 Any employee who is traveling on out of town assignments on authorized official business shall receive meal and expense allowances in accordance with the current CBS Travel Policy as amended from time to time.

#### **ARTICLE 28 - TRANSPORTATION**

28.01 An employee who is called back to work shall be reimbursed taxi fare to a maximum of twenty-four dollars (\$24.00). The employee shall provide a taxi receipt to the Employer as proof of payment, prior to being reimbursed. Alternatively, should an employee use the employee's own personal vehicle, the employee shall receive a kilometer rate in accordance with the current CBS Travel Policy as amended from time to time subject to a minimum of three dollars (\$3.00) and a maximum of twenty-four dollars (\$24.00) return.

28.02 An employee who works past 10:30 p.m. shall be provided with taxi fare to the employee's place of residence up to a maximum of twenty-four dollars (\$24.00). It is understood that pooling shall be made in case taxi cabs are engaged to transport employees, up to a maximum of three (3) occupants per taxi (driver excluded).

28.03 If an employee is traveling on behalf of the Employer, all time after 37.5 hours shall be paid at straight time unless otherwise mutually agreed.

## **ARTICLE 29 - UNIFORMS**

- 29.01 (a) The present policy of furnishing lab coats to specific Laboratory Department personnel will be continued. It is understood that lab coats shall remain the property of the Employer.
- (b) The Employer shall provide a general supply of scrubs (pants only) to be available to employees working with chemicals which are subject to spills.

## **ARTICLE 30 - BULLETIN BOARDS**

- 30.01 The Employer agrees to make space available to the Union for the posting of Union notices on a bulletin board located in the lab area, to inform employees in the bargaining unit of the activities of the Union.

## **\*ARTICLE 31 - OTHER THAN FULL-TIME EMPLOYEES**

- 31.01 (a) Except as modified by this Article, all articles in this Agreement shall apply to Regular Part-Time and temporary employees, on a pro rata basis.
- (b) Except as specified under this Article, the provisions of this Agreement shall not apply to casual employees.
- (c) The employer may terminate a temporary or casual employee at any time. The Employer shall advise the employee in writing not less than five (5) working days prior to the date of discontinuance. Where less notice in writing is given, an employee shall continue to receive the employee's pay for the number of days for which the notice was not given.

### **31.02 Seniority**

- (a) The provisions regarding seniority shall not be applicable to temporary employees. However, if a temporary employee is appointed prior to the expiration of the employee's term to a permanent vacancy, the employee shall be credited with seniority from the date of hire as a temporary employee.
- (b) The provisions regarding seniority shall not be applicable to casual employees. For the purposes of Article 14.06, seniority shall be based on the number of hours worked in the service of the Employer from the employee's most recent date of hire.

### **31.03 Probation**



- (a) The provisions of Article 13, Probation, shall not be applicable to temporary employees.
- (b) A temporary employee appointed to a permanent vacancy will be subject to the applicable probationary provisions upon the employee's appointment to such vacancy. The Employer may waive such a probationary period at its discretion.

#### **31.04 Hours of Work**

Shifts for regular part-time and temporary employees shall be not less than four (4) hours and not greater than ten (10) hours exclusive of unpaid meal periods and inclusive of rest periods.

#### **31.05 Distribution of Hours**

Available hours of work above regular part-time and temporary part-time employees' designated hours of work up to thirty-seven and one-half (37.5) hours shall be distributed as equitably as possible among regular part-time and temporary part-time employees, subject to the following:

- (a) such employees possessing the required qualifications and training to perform the work, and;
- (b) such shifts will not be considered a call back or overtime compensation in accordance with Article 20.01(b), and;
- (c) where there is a choice between two regular part-time and/or temporary part-time employees who have worked equivalent hours, the employee with the most seniority shall be called first.

31.06 Should the employer cancel the shift of a part-time employee within the confirmed two (2) week period, the employee shall be paid for the employee's scheduled shift. At the discretion of the Employer, the employee may be assigned alternate duties for the period of time for which they are paid.

#### **31.07 Overtime**

- (a) Regular part-time, temporary part-time, and casual employees who are required to work in excess of a scheduled shift of seven and one-half (7.5) hours or more or thirty-seven and one-half (37.5) hours in a week shall be paid overtime at the rate of time and one-half (1.5) of their regular hourly rate. After working in excess of four (4) consecutive hours beyond a scheduled shift of seven and one-half (7.5) hours or more, the employee shall be compensated at the rate of two (2) times their hourly rate of pay including the first four (4) hours of overtime.
- (b) Part-time employees shall be given the option to bank their overtime to a maximum of thirty-seven and one-half (37.5) hours for the purpose of time

off equivalent to the applicable overtime rate. Hours in excess of thirty-seven and one-half (37.5) hours shall be paid out to the employee.

**\*31.08 Holiday Pay**

- \*(a) On each pay cheque, temporary and casual employees shall be paid five and thirty-two hundredths (5.32%) percent of their individual straight time earnings (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay), in lieu of paid holidays applicable to regular full-time employees. This shall be paid to the employee with each bi-weekly pay period.
- (b) Any temporary or casual employee who is required to work on a paid holiday shall be paid one and one-half (1.5) times the employee's straight time hourly rate for all hours worked on a holiday other than Christmas Day or Good Friday, and two (2) times the employee's straight time hourly rate for all hours worked on Christmas Day or Good Friday up to seven and one-half (7.5) hours on such paid holiday and the employee shall not receive a day off in lieu of the paid holiday worked. For all hours worked in excess of seven and one-half (7.5) hours, such time worked shall be paid at two (2) times the employee's straight time hourly rate.

**31.09 Vacations**

- (a) Temporary and casual employees shall be paid on each pay cheque six (6%), eight (8%), ten (10%), or twelve (12%) percent of their regular salary earned in lieu of vacation, whichever percentage is applicable depending on their vacation pay entitlement as set forth hereunder:

Up to 7,800 hours worked	-	6%
From 7,801 hours worked or after four (4) years, whichever occurs later	-	8%
From 27,301 hours worked or after fourteen (14) years, whichever occurs later	-	10%
From 46,801 hours worked or after twenty-four (24) years, whichever occurs later	-	12%
- (b) Temporary employees shall submit vacation requests in accordance with the procedures outlined in Article 23.
- (c) Except for casual employees, an employee who changes status with no break in service shall retain the employee's length of service for vacation entitlement purposes, with 1950 regular hours worked considered to be one year's service.

- (d) Temporary employees may receive their vacation pay entitlement annually in a lump sum payment on the second pay in November.

### **31.10 Sick Leave**

- (a) Regular part-time employees (after having worked 487.5 hours), and temporary employees (after one (1) year of continuous employment), will be covered under the Sick Leave Program for full-time employees on a pro rata basis, with 1950 regular hours worked considered to be one year's service.
- (b) All previously accumulated sick leave credits for regular part-time employees will be retained when a regular part-time employee converts to a regular full-time employee, and vice versa.

### **31.11 Staff Benefits and Pension**

- (a) Subject to the rules and regulations of the plans, regular part-time employees shall participate in the staff benefits plans contemplated by Articles 25.01, 25.02 and 25.03, on the same cost share basis as regular full-time employees.
- (b) Subject to the rules and regulations of the plans, other-than-regular-full-time employees may participate in the pension plans contemplated by Article 24.04.

### **31.12 Leaves of Absence**

- (a) Pay entitlement of regular part-time and temporary employees for authorized leave of absence shall be limited to their posted scheduled hours of work.
- (b) Where a regular part-time employee's paid leave of absence extends beyond the posted schedule or is approved for a time for which a schedule has yet to be posted, the employee's pay entitlement shall be based upon the employee's regular hours worked in the six (6) week period prior to the leave of absence, to a maximum of seven and one-half (7.5) hours per day.
- (c) Regular part-time, temporary part-time and casual employees who report for work as scheduled where there is no work available shall receive four (4) hours pay at the employee's straight time hourly rate.

31.13 Regular and Temporary part-time employees shall be provided with a letter, noting their designation of hours of work, in accordance with the Memorandum of Understanding Re: Part-Time Designated Number of Hours.

### **31.14 Part-time employee designation**

The Employer agrees to recognize part-time employees on staff with a designated number of hours of work of a full-time equivalent under the following conditions:

- (a) The designated number of hours will be averaged over a six (6) week period.
- (b) The designated number of hours includes any leaves of absences with or without pay including statutory holidays, sick leave, or annual vacations.
- (c) Full Time Equivalent (FTE) designations for regular part-time employees shall be noted in such employees' employment offer letters.
- (d) The Employer will assign the point designation for any new or vacant positions in accordance with operational requirements.
- (e) Any reduction in an employee's designation shall be subject to the provisions of Article 15.
- (f) Any additional work that becomes available during the confirmed period of the schedule shall be offered on a voluntary basis among the part-time staff, failing which the most junior qualified employee will be assigned the additional work. Any such additional hours worked shall not form part of an employee's designation.

## **ARTICLE 32 - COST OF PRINTING OF COLLECTIVE AGREEMENT**

32.01 The parties agree that they will share equally the cost of printing the Collective Agreement. The Employer shall distribute it.

## **ARTICLE 33 - PERSONNEL FILES**

33.01 Each employee shall have full access and ability to photocopy the employee's personnel file. Such requests shall be submitted to the supervisor in writing and in advance.

33.02 A copy of any written assessment or evaluation which is to be placed in an employee's personnel file shall be reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add the employee's view to such evaluation, which shall then become part of the employee's file. A copy of the evaluation will be provided to the employee.

33.03 The record of any letter of reprimand or suspension shall be removed from the employee's personnel file twelve (12) calendar months after the conduct of which was the subject of the reprimand or suspension, provided that the employee's record has been discipline free for such a twelve (12) calendar month period.

**ARTICLE 34 - LIABILITY PROTECTION**

34.01 Employees shall be covered by the Employer's General Liability Insurance in the performance of their assigned duties.

**\*ARTICLE 35 - DURATION AND RENEWAL**

\*35.01 This Collective Agreement shall be effective from January 1, 2021 to December 31, 2023 and shall continue automatically thereafter for annual periods of one (1) year unless either party desires to modify or amend this Agreement it shall give notice to other party of its election to do so within ninety (90) calendar days prior to the expiry date of this Agreement. With the exception of wages and overtime, and unless otherwise specified, all other provisions of this Collective Agreement shall take effect on the date of ratification.

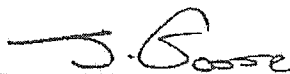
35.02 Employees who have terminated their employment with the Employer prior to the signing of this Agreement shall be entitled to retroactivity, in accordance with Article 35.01 above, for the period they were actively employed between the expiration of this Agreement and the employee's termination date, provided that application for such retroactivity pay is made in writing to the Employer at the time of termination. This shall exclude employees who are terminated and not reinstated through the grievance procedure.

In witness thereof the parties have executed this Agreement by affixing hereto the signatures of their proper officers in that behalf:

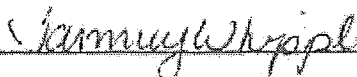
Signed on behalf of the Employer:

Signed on behalf of the Union:

Andrew Pateman



M. Rendell



Dated at Dartmouth, NS, this 14<sup>th</sup> day of April, 2022.

## **\*SCHEDULE "A" - SALARY SCALES**

General Wage Increases (GWIs) as follows:

November 1, 2021 1.5%

November 1, 2022 1.5%

October 31, 2023 1.0%

- \*(a) The term of this Collective Agreement is from January 1, 2021 to December 31, 2023. During the term of this Agreement, the Employer agrees to adjust the rates of pay for Laboratory Technologist, Field Support Representative II, Technical Specialist, Trainer, Lead laboratory Assistant and Laboratory Assistant covered by this Collective Agreement to be equal to the General Wage Increases (GWI) and to be effective on the dates shown in the Collective Agreements between the Nova Scotia Health Authority (NSHA) and the Nova Scotia Government and General Employees Union, Healthcare Bargaining Unit.
- (b) During the term of this Agreement, the Employer agrees to adjust the rates of pay for Laboratory Secretary covered by this Collective Agreement to be equal to the General Wage Increases (GWI) and to be effective on the dates shown in the Collective Agreements between the Nova Scotia Health Authority (NSHA) and the Nova Scotia Government and General Employees Union, Clerical/Administrative Professional Bargaining Unit.
- (c) The Employer agrees to adjust the rates of "PIO" (present incumbent only) Laboratory Assistants and Laboratory Technologists to be equal to the General Wage Increases (GWI) and any other applicable wage adjustments, to be effective on the dates shown in the Collective Agreements between the Nova Scotia Health Authority (NSHA) and the Nova Scotia Government and General Employees Union, Healthcare Bargaining Unit.

## Salary Scales (Hourly Rates)

<b>LABORATORY TECHNOLOGIST</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
INITIAL	29.3467	29.7869	30.2337	30.5360
LEVEL 1	30.0231	30.4734	30.9305	31.2398
LEVEL 2	31.5377	32.0108	32.4910	32.8159
LEVEL 3	32.4237	32.9101	33.4038	33.7378
LEVEL 4	34.6378	35.1574	35.6848	36.0416
LEVEL 5	35.7312	36.2672	36.8112	37.1793
RI	36.9818	37.5365	38.0995	38.4805

<b>LABORATORY TECHNOLOGIST (PIO)</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
INITIAL	29.4329	29.8744	30.3225	30.6257
LEVEL 1	30.7142	31.1749	31.6425	31.9589
LEVEL 2	31.9951	32.4750	32.9621	33.2917
LEVEL 3	33.2743	33.7734	34.2800	34.6228
LEVEL 4	34.5555	35.0738	35.5999	35.9559
LEVEL 5	35.8363	36.3738	36.9194	37.2886
RI	37.0905	37.6469	38.2116	38.5937

<b>TECHNICAL SPECIALIST</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
LEVEL 1	32.7368	33.2279	33.7263	34.0636
LEVEL 2	35.8648	36.4028	36.9488	37.3183
LEVEL 3	37.1208	37.6776	38.2428	38.6252
LEVEL 4	38.4428	39.0194	39.6047	40.0007
LEVEL 5	39.7424	40.3385	40.9436	41.3530
RI	41.1334	41.7504	42.3767	42.8005

<b>LABORATORY ASSISTANT</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
LEVEL 1	22.0688	22.3998	22.7358	22.9632
LEVEL 2	22.7497	23.0909	23.4373	23.6717
LEVEL 3	23.4999	23.8524	24.2102	24.4523
LEVEL 4	24.2501	24.6139	24.9831	25.2329
LEVEL 5	24.9999	25.3749	25.7555	26.0131
RI	25.8749	26.2630	26.6569	26.9235

<b>LABORATORY ASSISTANT (PIO)</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
LEVEL 1	24.4631	24.8300	25.2025	25.4545
LEVEL 2	25.0763	25.4524	25.8342	26.0925
LEVEL 3	25.7118	26.0975	26.4890	26.7539
LEVEL 4	26.3246	26.7195	27.1203	27.3915
RI	27.2459	27.6546	28.0694	28.3501

<b>LEAD LABORATORY ASSISTANT</b>					
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>MAR 15/22 (\$0.15)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
LEVEL 1	23.1094	23.4560	23.6060	23.9601	24.1997
LEVEL 2	23.7903	24.1472	24.2972	24.6617	24.9083
LEVEL 3	24.5404	24.9085	25.0585	25.4344	25.6887
LEVEL 4	25.2906	25.6700	25.8200	26.2073	26.4694
LEVEL 5	26.0403	26.4309	26.5809	26.9796	27.2494
RI	26.9155	27.3192	27.4692	27.8812	28.1600

<b>FIELD SERVICE REPRESENTATIVE II</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
LEVEL 1	27.4956	27.9080	28.3266	28.6099
LEVEL 2	29.3288	29.7687	30.2152	30.5174
LEVEL 3	31.1617	31.6291	32.1035	32.4245
LEVEL 4	32.9948	33.4897	33.9920	34.3319
LEVEL 5	36.8018	37.3538	37.9141	38.2932
RI	38.0898	38.6611	39.2410	39.6334

<b>TRAINER</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
LEVEL 1	36.0215	36.5618	37.1102	37.4813
LEVEL 2	39.6228	40.2171	40.8204	41.2286
LEVEL 3	41.1703	41.7879	42.4147	42.8388
LEVEL 4	42.5205	43.1583	43.8057	44.2438
LEVEL 5	43.6350	44.2895	44.9538	45.4033
RI	45.1620	45.8394	46.5270	46.9923

<b>LABORATORY SECRETARY</b>				
	<b>EXPIRED RATES (NOV 1/20)</b>	<b>NOV 1/21 (1.5%)</b>	<b>NOV 1/22 (1.5%)</b>	<b>OCT 31/23 (1%)</b>
LEVEL 1	21.7301	22.0561	22.3869	22.6108
LEVEL 2	22.3751	22.7107	23.0514	23.2819
LEVEL 3	23.0206	23.3659	23.7164	23.9536
LEVEL 4	23.6667	24.0217	24.3820	24.6258
LEVEL 5	24.3128	24.6775	25.0477	25.2982



**MEMORANDUM OF UNDERSTANDING #1**

**Leaves of Absence as provided by the Nova Scotia Labour Standards Code**

The Employer recognizes its obligations of assisting employees by providing access to the various leaves of absence in accordance with the Nova Scotia Labour Standards Code, as amended from time to time.


As of April 2, 2019 this included, but is not necessarily limited to, such leaves as Domestic Violence Leave, Critically Ill Adult Care Leave, Crime-related Child Death or Disappearance Leave, etc.

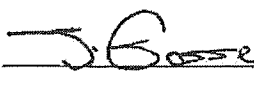
Signed on behalf of the Employer:

Signed on behalf of the Union:

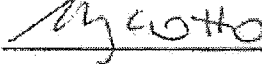
  
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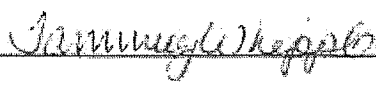
  
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Dated at Dartmouth, NS, this 14<sup>th</sup> day of April, 2022.

**MEMORANDUM OF UNDERSTANDING #2**

The Parties hereby agree to the following:

The Union may raise specific issue(s) concerning the equitable distribution of hours for regular part-time and temporary part-time employees per Article 31.05 of the Collective Agreement and the Employer will review the concern and provide information within a reasonable time to demonstrate whether hours were equitably distributed.

Signed on behalf of the Employer:

Signed on behalf of the Union:

*J. L.*

*M.L.*

*B. Colpitts*

*S. Gosse*

*M. Rendell*

*M. COSTO*

\_\_\_\_\_

*Jimmy Whipple*

Dated at Dartmouth, NS, this 14<sup>th</sup> day of April, 2022.

**MEMORANDUM OF UNDERSTANDING #3**

**Remote Consults**

Whereas the Employer has a practice of assigning employees to be on-call and the Parties have discussed compensation for completing remote consults during periods of on-call;

The Parties hereby agree to the following:

1.
  - (a) A remote consult is work performed by an employee during a period of on-call duty that does not require the employee to report to the work site, including but not limited to work completed by telephone, computer, or other means.
  - (b) For certainty:
    - i. remote consults are not callbacks and shall not be compensated under Article 20.04.
    - ii. on-call contact that results in an employee reporting to the work site are not remote consults and are compensated under Article 20.04.
2. Employees performing remote consults shall be compensated as follows:
  - (a) When an employee performs a remote consult, or a number of remote consults, during a one (1) hour period, the employee, regardless of the number or duration of the remote consult(s) performed during that one (1) hour period, shall be compensated for one (1) hour at the rate of one and one-half times (1 ½ x) the employee's regular hourly rate.
  - (b) When an employee performs a remote consult that lasts in excess of one (1) hour, the employee shall be compensated at the rate of one and one-half times (1 ½ x) the employee's regular hourly rate for the duration of that remote consult.
3. On call pay shall cease during the minimum one (1) hour period referred to above, or the actual hours worked, whichever is greater.

Signed on behalf of the Employer:

Signed on behalf of the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

*B. Colpitta*  
\_\_\_\_\_

*J. Gosse*  
\_\_\_\_\_

M. Rendell

G. G. G.

\_\_\_\_\_

Sammy Whipple

Dated at Dartmouth, NS, this 14<sup>th</sup> day of April, 2022.