COLLECTIVE AGREEMENT

BETWEEN

EMC EMERGENCY MEDICAL CARE INCORPORATED

and

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

April 3, 2024 - October 31, 2025

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ARTICLE 1 – INTERPRETATION AND DEFINITIONS

1.01 Definitions

In this Agreement,

(a) **"Bargaining Unit"** means all Employees of EMC Emergency Medical Care Inc. All full time and regular part time Registered Nurses of Emergency Medical Care Inc., providing health related advice through a 24-hour Telehealth/811 telephone service, excluding those employees excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act.*

(b) **"Casual Employee"** is one who works on a day-to-day or relief basis as required. Casual Employees are not members of the bargaining unit

(c) **"Day"** except where otherwise provided, means calendar day.

(d) **"Employee"** means a person who is included in the bargaining unit.

(e) **"Employer"** means EMC Emergency Medical Care Inc.

(f) "**Full-time Employee"** means one hired to work the full-time hours of work as defined in this Collective Agreement.

(g) **"Part-time Employee"** means an Employee who is hired to work less than the full-time hours on a regular scheduled basis. A Part-time Employee shall receive the wage rates in Appendix 'A' and earned benefits on a pro-rated basis according to their contracted full-time equivalency. When a part-time Employee is employed, they will be advised of their contracted full-time equivalency.

(h) "**Seniority"** means the length of continuous employment dating from the last date of hire within the bargaining unit.

(i) **"Service**" means the total accumulated months of continuous employment with the Employer as an Employee since the last date of hire, including service with the predecessor Employer(s).

(j) **"Spouse"** means a legal marriage partner or a live-in partner of at least one year who has been identified to the Employer in writing as the spouse.

(k) **"Term Employee"** means an Employee, other than a Permanent Employee**,** who is: hired to replace an incumbent on an approved leave of absence, not to exceed twenty-four (24) months without the consent of the parties; or hired on a temporary project for a period not exceeding twelve (12) months. Term employees shall have benefits as per Appendix "B" of the collective agreement.

(l) **"Term Position"** means a position of greater than three (3) months which is vacant due to the absence of a permanent Employee for no greater than

twenty-four (24) months; or for a temporary project no greater than twelve (12) months.

(m) **"Union"** means the Nova Scotia Government and General Employees Union.

(n) **"Business Day"** unless otherwise defined, means business day, that is Monday to Friday, excluding weekends and holidays.

1.02 Gender Neutral Language

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

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

ARTICLE 2 – UNION RECOGNITION & SCOPE OF AGREEMENT

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement, as described by Certification Order No. LB-2322 of the Nova Scotia Labour Board.

2.02 No Discrimination for Union Activity

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

2.03 Identification of Supervisory Officials

The Employer shall provide the Union with the names of its Supervisors, together with the area for which each Supervisor is normally responsible so the Union is aware of the Supervisors with whom it should normally be dealing with.

ARTICLE 3 - DISCRIMINATION AND HARASSMENT

3.01 No Discrimination

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

3.02 The Employer and the Union agree that Employees covered by this Collective Agreement shall not be subject to harassment as outlined in the Employer's policy on Respect in the Workplace. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.

3.03 The Employer shall provide and the Union and Employees shall support a workplace free from personal or sexual harassment and any other harassment based on the protected characteristics set out in Article 3.01. The Employer shall maintain a policy on workplace harassment.

3.04 Domestic Violence

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

ARTICLE 4 – UNION SECURITY AND UNION DUES

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

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

4.03 Monies deducted during a month shall be submitted by the Employer to the Union no later than the month following the month in which deductions were made accompanied by a list showing each Employee and the deductions made on the Employee's behalf. The Employer will include the Employee Relations Officer in this correspondence.

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

4.05 For each Employee, the Employer shall indicate on the Canada Revenue Agency T4 slip the amount of contributions under this article.

ARTICLE 5 – APPLICATION AND FUTURE LEGISLATION

5.01 Application

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

5.02 Future Legislation

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

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 Management Rights

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

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

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

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

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

ARTICLE 7 – REPRESENTATION

7.01 Subject to operational requirements, the Employer agrees to grant time off with pay for up to three (3) members of the union for time spent while attending negotiation meetings with the Employer during regular working hours. The cumulative maximum days between the three (3) employees shall be twenty (20) days.

7.02 The Employer shall recognize the stewards designated by the Union. The steward will represent Employees in all matters pertaining to the Collective Agreement.

7.03 The Union shall confirm in writing to the Employer the names of the local Executive and Stewards.

7.04 The Parties will attempt to attend to Union business in a way that minimizes disruptions to an Employee's work. Employees shall not be paid by the Employer for any time spent on Union business, except in cases where the Employees are called upon by the Employer to attend for the discussion of the Union and Employer business, for attendance at grievance meetings, or when an Employee is required to consult with a steward in contemplation of filing a grievance, for attendance at labour management meetings, at health and safety committee meetings, or as otherwise provided for in other clauses of the Collective Agreement.

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

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

7.07 Leave of absence without pay for Union business

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

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

7.08 Recognition, Rights and Duties of Stewards

With prior approval from the Employer, and where operational requirements permit, a union steward will be given the opportunity to meet with each new Employee, within regular working hours, without loss of pay, for a maximum of

fifteen (15) minutes sometime within the first fifteen (15) days of employment for the purpose of acquainting the new Employee with the benefits and responsibilities of Union membership and the Employees responsibilities and obligations to the Employer and the Union.

7.09 While on leave for union business pursuant to article 7.08, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on approved leave for union business, so long as the cost of benefits are reimbursed by the Employee or the Union.

ARTICLE 8 – HOURS OF WORK

8.01 Unless this agreement provides otherwise, the hours of work shall be seventy-five (75) hours biweekly averaged per eight (8) week period.

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

8.03 Schedules of hours to be worked will be posted with a minimum of eight (8) weeks notice in advance of the schedule to be worked. The schedule will cover a minimum of eight (8) weeks. The schedule covering Christmas and New Years shall be posted by the end of the first full week in October.

8.04 In order to meet the operational needs required to provide clients with 24/7 TeleHealth services, schedules may be subject to change to meet business demands. The Employer will endeavor to provide as much notice as possible to Employees in the event of a change in their shift, with a minimum of twenty-four (24) hours. If a shift is changed with less than twenty-four (24) hours' notice, the employee will be compensated at overtime rate for any hours not previously scheduled.

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

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

8.07 Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within eight (8) hours of the completion of the Employee's previous shift.

8.08 During the two (2) week period Employees shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week

period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.

8.09 No shift shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article 9. Split shifts may be offered if mutually agreeable between the Employer and Employee.

8.10 Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally.

8.11 Night shift premium

An Employee shall receive a shift premium of two dollars ($2.00) per hour for all hours worked, including overtime hours worked for hours scheduled between 1900 and 0700 upon ratification of this collective agreement. The premium shall increase as follows:

- First full pay period following ratification- $4.00

8.12 Weekend shift premium

An Employee shall receive a shift premium of two dollars ($2.00) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday upon ratification of this collective agreement. The premium shall increase as follows:

- First full pay period following ratification- $4.00

The weekend premium will be paid in addition to the night shift premium.

8.13 Bilingual premium

As of the date of signing of this Collective Agreement, an Employee hired to work as a bilingual TeleHealth Registered Nurse shall receive a bilingualism premium of two dollars and fifty cents ($2.50) per hour.

8.14 Clinical Shift Supervisor

A Nurse designated to be a Clinical Shift Supervisor shall be paid a premium of $1.00 per hour. This premium is in addition to the Nurse's regular rate of pay and any other premium pay that the Nurse is entitled to under other terms of this Collective Agreement. The premium shall increase as of the first full pay period following ratification to $2.00/hour.

8.15 Preceptor Pool

a) The Parties recognize and acknowledge that every Nurse has a professional responsibility to participate in preceptor duties subject to the following:

b) "Preceptor" shall mean a Nurse who is assigned to supervise, educate, and evaluate preceptees in a formal relationship for a pre-determined length of time. A Nurse acting as a preceptor has an assigned responsibility and accountability for the activities and overall learning of the preceptee.

c) Nurses may be required, as part of their duties, to act as Preceptors in supervising activities of learners, nurses in new clinical practice settings, and new staff in accordance with current guidelines. Nurses will be informed in writing of their responsibilities in relation these preceptees and will be provided with appropriate training as determined by the Employer.

d) The Employer will call for expressions of interest on at least an annual basis. Subject to the approval of the Employer, Nurses who express interest will be placed in the Pool.

e) A Nurse accepted in the Preceptor Pool may be removed from the Pool by the Employer if the Nurse is not capable of performing preceptor duties. The Nurse may request removal from the Pool for extenuating circumstances.

f) The Employer will assign a Nurse from the Preceptor Pool when a preceptor is required. However, a Nurse who is not currently in the Pool may be assigned Preceptor duties when required.

g) The Employer will permit a Nurse to opt out of a preceptor assignment if it is determined that the relationship is not beneficial to both parties.

h) Responsibilities of the Preceptor include but are not limited to:

(i) Collaborate with the academic leads, program leads, and educators in the assessment and evaluation of preceptees.
(ii) Monitor and report on the preceptees learning goals and outcomes.

(iii) Foster evidence informed practice.

(iv) Authorize learner actions in the practice setting after obtaining consent from patients.

(v) Assess and mitigate risk arising from learner actions.

(vi) Organize the supervision of learners by Nurses for learner activities.

i) A Nurse designated as a Preceptor will be paid a premium of $1.50 for each hour worked as a preceptor.

8.16 **T**he Employer will continue to pay Bachelor and Masters Premiums to Employees at the rate of $0.75 and $1.00/hour respectively. Employees must show proof of education to be entitled to this premium.

8.17 An Employee may earn simultaneous premiums/stipends. (i.e. Shift Supervisor, evening and weekend, education, preceptor, and bilingual).

ARTICLE 9 – BREAKS AND MEAL PERIODS

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

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

9.03 Break period shall consist of the following:

a) Employees working a four (4) hour shift are entitled to take 1x15 minutes break period without pay.
b) Employees working a five (5) hour shift are entitled to take 1x30 minutes break period with pay.
c) Employees working a six (6) hour shift or seven (7) hour shift are entitled to take 1x30 minutes break period with pay and 1x15 minutes break period without pay.
d) Employees working an eight (8) hour shift are entitled to take 1x30 minutes break period with pay and 2x15 minutes break periods without pay.
e) Employees working a ten (10) hour shift are entitled to take 1x30 minutes break period and 3x15 minutes break periods, 37.5 minutes of break time are paid and 37.5 minutes of break time are without pay.
f) Employees working a twelve (12) hour shift are entitled to take 2x30 minutes break periods and 2x15 minutes break periods, 45 minutes of break time are paid and 45 minutes of break time are without pay.

9.04 Where the Employer instructs an Employee to work through their break or meal period and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Nurse shall be compensated at a rate of one and one-half times (1.5x) the Nurse's hourly rate for the full period of the rest and meal break(s) missed.

ARTICLE 10 – OVERTIME

10.01 If an Employee is required by the Employer to work in excess of seventy-five (75) hours bi-weekly or a Part Time Employee is required to work in addition to a twelve (12) shift, the Employee shall be paid overtime at the rate of one and one-half (1 ½) times the Employee's-regular hourly rate for each additional hour of work.

10.02 An employee that works in excess of 4hrs overtime in any one shift shall be compensated at the rate of two times (2X) the regular hourly rate for all overtime hours worked.

10.03 Part-time Employees shall be entitled to overtime compensation in accordance with 10.01 or where:

a) They have worked greater than a twelve (12) hour shift, or;

b) They are required by the Employer to work a shift change with less than twenty-four (24) hours notice (see Article 8.05)

10.04 Allocation and Notice of Overtime

a) The Employer agrees that when an overtime shift is required, it will be allocated by seniority to all eligible Employees, on a rotational basis.
b) The Employer shall make every reasonable effort to give Employees who are required to work overtime, as much notice as is operationally possible.
c) If overtime is required within four (4) hours, the Employer may fill the overtime shift in any way necessary by a bargaining unit employee.
d) The foregoing is subject to the Employer's Fatigue Management policy

10.05 Call-In

An Employee required to report back to work after leaving work, following completion of a shift but before the commencement of the next shift, or called in to work on a day the Employee is not scheduled to work, shall be scheduled for a minimum of four (4) hours and paid at straight time, or the overtime rate, whichever is applicable. If call volumes decrease to a reasonable level, the employee may leave, if approved by the Clinical Shift Supervisor but may be called back within the four (4) time period. If an Employee opts to be called in, they will be paid hours worked at straight time, or the overtime rate, whichever is applicable.

10.06 Voluntary Call-In

An employee may agree to work in addition to their regular hours of work in response to a request from the Employer. The overtime must be approved by the Employer. The Employee will be paid hours worked at straight time, or the overtime rate, whichever is applicable.

ARTICLE 11 – WAGES

11.01 Wages shall be paid according to Appendix "A" attached hereto.

11.02 Employees shall be paid by automatic deposit on a bi-weekly basis for the hours worked in the previous pay period. It is agreed that Employees will be paid for the time they have worked as shown by the Employers time records. The Employee is required to review the Employer's scheduling software and report any errors by email to the Work Force Coordinator and Clinical Supervisor no later than Monday at 0900. If the pay is different from the amount reported on the software, or different from the amount reported after a corrected error, the Employer will compensate the Employee by direct deposit within one business day.

ARTICLE 12 – VACATION

12.01 The general vacation year shall be from April 1st to March 31st each year.

12.02 No Vacation Entitlement

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

12.03 Vacation Accumulation

a) Vacation entitlement as follows is based on an Employee's continuous service as of April 1st, of each year, and prorated to the Employee's full-time equivalent status**:**
b) One hundred and twelve and one half (112.5) hours of annual vacation for full-time Employees up to five (5) years of service.
c) One hundred and fifty (150) hours of annual vacation for full-time Employees who have completed five (5) years of service.

12.04 Annual Vacation Usage

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

12.05 Vacation Scheduling

Employees who wish to exercise their seniority rights for vacation scheduling shall submit their preferred vacation requests for the following vacation year, in writing, to the Employer:

(i) By February 1 for requests between April 1 – September 30;
(ii) By August 1 for requests between October 1 – March 31

The Employer shall make all reasonable efforts to post the vacation schedule for the first half of the vacation year by the end of the first full week in March, and the second half of the vacation year by the end of the first full week in September.

a) Subject to operational requirements, preference for vacation shall be on the basis of seniority, provided however:

(i) during the period of June 15th to Sept 15th an Employee shall not have preference based on seniority for more than two (2) rotations of four (4) days until other Employees have had an opportunity to be scheduled for up to two (2) rotations;
(ii) an Employee who fails to submit their vacation preference by the above dates shall lose any preferred status to other Employees who have indicated their preference before that date.

b) Vacation requests received after the dates referenced in (a) shall be considered on a first come first serve basis;

c) An employee who is required to pick up additional shifts to attain their contractual FTE guarantee, shall be entitled to draw paid vacation time in lieu of being required to pick up such shifts during a period of approved vacation.

An Employee may cancel an approved period of vacation provided the Employer has not yet scheduled replacement staff. Such cancelation shall not result in the employee, or any other employee, being provided any preferential treatment for these dates or an alternate vacation period.

d) Subject to (b), where operational requirements permit, the Employer shall make a reasonable effort to grant to an Employee their request to take vacation in a single unbroken period of leave.

12.06 Vacation Carry-Over

Vacation leave for a period of not more than thirty-seven and one half (37.5) hours prorated based on FTE may be carried over to the following year but shall lapse if not used before the close of that year, unless unable to take vacation leave due to illness or operational needs.

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

12.08 Illness During Vacation

When an Employee is scheduled to commence vacation and becomes ill or injured immediately prior to the commencement of their vacation or is admitted into hospital during their vacation (including an Employee who is admitted into hospital during their vacation and also discharged during their vacation), an equivalent number of sick days may be taken provided they have the necessary sick leave credits and the vacation days will be rescheduled at a later date agreed upon between the Employer and the Employee. This provision applies only if the illness, injury or hospitalization can be established by the Employee to the satisfaction of the Employer.

12.09 Recall from Vacation

The Employer will not recall an Employee to duty who is on vacation leave, nor will the Employer cancel vacation once it has been approved. If an Employee states availability for recall during vacation and is recalled, the employee will be paid overtime as stated in Article 10.

ARTICLE 13 – SICK TIME & MEDICAL/DENTAL APPOINTMENTS

13.01 An Employee may claim sick leave when unable to attend work due to personal illness or injury, provided they have the necessary sick leave hours.

13.02 Sick Leave

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

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

13.04 Hours for sick time off will not accumulate during periods of absence due to illness, injury or other approved leaves.

13.05 Employer Approval

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

13.06 Confidentiality

Any health information being provided to the Employer shall be submitted directly to the Employer's Health and Wellness department. All Employee health information shall be treated as confidential and access to such information shall only be given on an as needed basis.

13.07 Medical and Dental Appointments

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

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

(ii) The Employee shall notify the immediate Supervisor when taking time for medical, dental and therapeutic appointments, or as soon as is reasonably possible.

13.08 Term Employee

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

13.09 Medical Certificate

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

13.10 Medical Examination

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

13.11 Alcohol, Drug and Gambling Dependency

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Nurses afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

ARTICLE 14 - PAID HOLIDAYS

14.01 Paid Holidays

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

b) The recognized Paid Holidays are:
   New Year's Day
   Heritage Day
   Good Friday
   Easter Sunday
   Victoria Day
   Canada Day/July 1st
   Natal Day
   Labour Day
   National Day for Truth and Reconciliation
   Thanksgiving Day
   Remembrance Day
   Christmas Day
   Boxing Day

If the Province of Nova Scotia officially proclaims and additional holiday(s), such shall be added as a recognized holiday.

c) Holiday pay for a regular part-time Employee is pro-rated based on the Employee's regularly scheduled hours of work. Holiday pay is therefore calculated on the Employee's regular shift length pro-rated based on the part-time Employee's total regularly scheduled hours of work in a rotation compared to the total regularly scheduled hours of work for a full-time Employee in a rotation (a percentage sometimes referred to as "full-time equivalency").

14.02 Religious Day

Employees are entitled to up to three (3) days to observe their spiritual or holy days which are not identified in 14.01. Employees may use their vacation allowance, statutory time, or take an unpaid leave. Employees must submit these dates to their immediate Supervisor at the same time as their vacation requests.

14.03 Compensation for Paid Holidays

(a) If an Employee works on a recognized holiday, the Employee receives one and one half (1 ½) times the Employee's regular hourly rate for all hours worked on the said holiday.

(b) Employees entitled to a statutory holiday shall have the holiday time banked in a statutory holiday bank. The Employee shall be granted equivalent time off at a time mutually agreed between the employee and the Employer**.** Any time not taken by March 31st shall be paid in May.

(c) An Employee may request a pay out of Banked Holiday Time by putting the request in writing by noon on the Friday prior to payday.

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

i. 1.0 FTE will be credited 7.5 Statutory Holiday hours
ii. 0.9 FTE will be credited 6.75 Statutory Holiday hours
iii. 0.8 FTE will be credited 6 Statutory Holiday hours
iv. 0.7 FTE will be credited 5.25 Statutory Holiday hours
v. 0.6 FTE will be credited 4.5 Statutory Holiday hours
vi. 0.5 FTE will be credited 3.75 Statutory Holiday hours
vii. 0.4 FTE will be credited 3 Statutory Holiday hours

14.04 Overtime on a Holiday

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

14.05 Christmas or New Year's Day Off

Each Nurse shall receive either Christmas Day or New Year's Day off on the actual day, unless mutually agreed otherwise between the Nuse and the Employer. In addition, the Employer will make every reasonable effort to schedule a Nurse in such a manner that they do not work the same holiday (Christmas Day or New Year's Day) that they were scheduled the previous year, unless mutually agreed.

14.06 Illness on a Paid Holiday

If an Employee is regularly scheduled to work on a holiday, but is unable to work due to illness or injury which is not compensable under WCB or a private disability insurer, the Employee shall receive:

(a) holiday pay which the Employee would have received if they had not been scheduled to work on the holiday; and
(b) sick leave, provided however, sick leave shall be paid at the straight time rate and hours will be deducted from the sick leave to which an Employee is entitled under Article 13.

14.07 Holiday Coinciding with Paid Leave

When a day that is a recognized holiday falls within a period of vacation leave, time off shall be considered as vacation and the holiday time will be banked.

ARTICLE 15 – RESIGNATION AND TERMINATION

15.01 Notice of Resignation

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

15.02 Compensation for Entitlements

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

15.03 Reimbursement for Employer

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

ARTICLE 16 - SENIORITY

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

16.02 The Employer agrees to post a current seniority list in April of each year.

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

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

(a) Voluntarily leaves the employ of the Employer;

(b) Is discharged and is not reinstated through the grievance and arbitration procedure;

(c) Has been laid off for a period of time equal to their seniority to a maximum period of twelve (12) consecutive months;

(d) Fails to return to work within five (5) calendar days after being recalled from a layoff by written notice.

(e) Is absent without leave for two (2) consecutive working shifts unless the Employee was unable to notify the Employer of an acceptable reason;

(f) Fails to return upon termination of an authorized leave of absence, unless prior arrangements acceptable to both the Employee and the Employer have been made for an extension of such leave.

(g) the employee resigns and does not rescind the resignation within forty-eight (48) hours.

ARTICLE 17 – LAYOFF AND RECALL

17.01 Layoff

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

17.02 Union Notice

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

17.03 Layoff Procedure

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

17.04 Recall

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

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

ARTICLE 18 – JOB POSTING

18.01 When a permanent vacancy occurs, or temporary vacancy of greater than three (3) months occurs in the bargaining unit and the Employer requires a

replacement, or when the Employer creates a new position a notice of such vacancy shall be posted for a period of seven (7) calendar days.

The posting shall indicate:

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

18.02 Filling Vacancies

Appointment shall first be made of the applicant with the necessary qualifications and ability to perform the work. Where qualifications and ability are equal, seniority shall govern.

18.03 Expression of Interest- Other Job Duties

(a) Where the Employer assesses a need to assign alternate job duties in addition to the fundamental TeleHealth Nurse role, the Employer shall invite an Expression of Interest from Bargaining Unit Members. Notice of the Expression of Interest shall be posted for seven (7) days and shall include the following:

(i)the job duties required;
(ii)the expected duration of the assigned job duties.

(b) Expression of Interests shall be assigned as per article 18.02

18.04 Term Employees and Part-time

Term Employees shall not be used to avoid filling permanent bargaining unit vacancies.

18.05 Unfilled Vacancies

The Employer will endeavor to fill any job vacancy as soon as possible. In the event the Employer is unable to fill a vacancy, it shall enter into a dialogue with the Union.

18.06 Return to Former Position

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

ARTICLE 19 – APPOINTMENT

19.01 Probationary Period

(a) A new Employee is classified as a probationary Employee for their first nine hundred and seventy five (975) hours of work. During the probationary period, the

Employer shall have the right to terminate a probationary Employee without just cause, so long as such termination is not arbitrary, discriminatory and done in bad faith.

(b) The Employer may extend an Employee's probationary period by an additional 487 hours.

19.02 Confirmation of Permanent Appointment

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

19.03 Termination of Term Appointment

a) The Employer may terminate a term Employee at any time with ten (10)days notice. Such termination shall be provided in writing.
b) Not withstanding Article 16.04, the employment of an Employee hired to a term appointment shall end at the conclusion of the term.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Leave Without Pay

a) Employees may request a leave of absence without pay. Requests for leaves of absence without pay for an Employee must be made in writing to their immediate Supervisor stating the reason for the leave and its duration. The Employer will reply within 10 business days in writing.

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

20.02 Legislated Leaves

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

20.03 Pregnancy, Parental, and Adoption Leave

An Employee taking Pregnancy, Parental or Adoption leave continues to be entitled to the insured benefits pursuant to Article 25 of the Collective Agreement, subject to the terms and conditions of the contracts of insurance and the Employee agreeing and making arrangements to pay 100% of the premiums during the period of leave.

20.04 Pregnancy/Adoption Leave – Top Up

a) A Nurse entitled to pregnancy or adoption leave under the provisions of this Agreement, who provides the Employer with proof that the Nurse has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid top-up.

b) In respect to the period of leave, top-up payments made will consist of the following:

(i) For their first week of leave, a top up of seventy-five (75%) of their earnings for the time period.

(ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and eighty percent (80%) of their weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.

c) For the purpose of this allowance, a Nurse's weekly rate of pay will be one-half (½) the bi-weekly rate of pay to which the Nurse is entitled for their level on the increment scale and position or classification on the day immediately preceding the commencement of the pregnancy leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurse's classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full-time hours, whichever is greater.

d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, top-up will be adjusted accordingly.

e) The Employer will not reimburse the Nurse for any amount the Nurse is required to remit to Human Resources Development Canada, where the Nurse's annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

20.05 Vacation, Sick Statutory Holiday time and paid time off are not earned during a Leave of Absence**.**

20.06 Leave of Absence for the Full-Time Union Executive Position

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved

leave of absence without pay shall be granted in accordance with the following provisions:

a) An employee elected to one of the above noted full-time Union Executive positions shall be given an approved leave of absence without pay for the initial term they are to serve, up to thirty-six (36) months.

b) All benefits of the employee shall continue in effect while the employee is serving in the full-time Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.

c) The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.

d) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.

e) Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.

20.07 Personal Days

a) Each employee is granted fifteen (15) hours per fiscal year prorated by FTE and date of hire. This time can be used for any personal matters. The request for a personal leave must be made at least two weeks in advance, whenever possible, and will only be accepted if it does not unduly affect the operations of the Employer. Personal leave is granted in increments of half a day (3.75 hours).

b) The requirement for advance notice may be waived where personal leave is reasonably required for the purpose of:

i. Attending to an illness of a member of the employee’s immediate family meaning spouse, child, father or mother to provide for the needs of the ill person; and
ii. attending to personal emergency.

20.08 Public Office Leave

a) The Employer shall grant a leave of absence without pay upon the request of any Nurse to run as a candidate in a Federal, Provincial, or Municipal election. If the Nurse withdraws as a candidate or is an unsuccessful candidate, the Nurse is entitled to return to the Nurse’s former position without loss of benefits provided that the Nurse gives four (4) weeks notice to the Employer of their intent to return unless mutually agreed to a shorter notice period.

b) In this Article “Candidate” means a person who has been officially nominated as a candidate or is declared to be a candidate by that person, or by others, with that person’s consent, in a Federal or Provincial or Municipal election.

c) A Nurse’s leave of absence to be a candidate shall terminate on the day the successful candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Nurse notifies the Employer that the Nurse wishes the leave of absence to be extended for such number of days, not exceeding ninety (90), as the Nurse states in the notice and in such case the leave of absence shall terminate as stated in the notice.

d) Any Nurse in the Bargaining Unit who is elected to full-time office in the Federal, Provincial, or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.

e) Upon return, the Nurse will be placed in a position in accordance with Article 9.02(b) The Nurse shall be placed on the same level of the increment scale the Nurse formerly occupied prior to commencing the leave of absence. The Nurse shall retain all benefits which accrued up to the time the Nurse commenced the leave of absence, including Service. The Nurse shall continue to accrue Seniority during the leave of absence.

f) During the Nurse’s leave of absence to be a Candidate, the Nurse shall not be paid but the Nurse, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the Nurse were not on a leave of absence and to medical and health benefits, and life insurance coverage, or any one or more of them, if the Nurse pays both the Nurse’s and Employer’s share of the cost. The foregoing is subject to the pension plan and health insurance contracts.

20.09 Education Leave

The Employer may grant a leave of absence without pay for educational purposes to a Nurse who has been employed for a minimum of one (1) year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer.

A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall continue to accrue Service and Seniority during the leave of absence.

On return, the Nurse shall be placed in a nursing position with the same appointment status (i.e. Full-Time or Part-Time or Casual) that the Nurse had prior to commencing the leave, unless mutually agreed upon otherwise. Upon return, the Nurse shall be placed on the appropriate level of the increment scale as determined by the Nurse’s Anniversary Date in accordance with Appendix “A”.

Subject to the provisions of the pension, LTD and benefit plans, a Nurse on an educational leave of absence must maintain membership in the plans and the Nurse will pay both the Employer and Employee share of the contributions.

ARTICLE 21 – JURY & COURT DUTY PAY

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

21.02 An Employee who is summoned or subpoenaed to attend a court proceeding or legal preparation for a court proceeding which subject matter is related to the Employer's business, shall receive their regular salary for all hours scheduled to work on that day.

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

ARTICLE 22 – BEREAVEMENT LEAVE

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

a) seven (7) consecutive calendar days in the event of the death of an Employee's spouse, child, parent, step parent, guardian, siblings, step siblings, child in law, step child or ward, grand parent, step grand parent, grand child and step grand child.

b) four (4) consecutive calendar days in the event of the death of a spouse's parent, spouse's sibling, and sibling's spouse

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

22.02 Every Employee shall be entitled to one day leave without pay for the purpose of attending the funeral of an Employee's parent's sibling, sibling's child, or the grandparents of the spouse of the Employee**.** The use of banked time will not be denied.

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

22.04 Notwithstanding the above, Employer may, at its discretion, allow an Employee to extend their bereavement leave by taking additional banked time or unpaid time off.

ARTICLE 23 – DISCHARGE AND DISCIPLINE

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

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

23.03 The Employer shall use a written notice when formally disciplining an Employee. The notice must be given to the Employee in the presence of the Steward, who shall receive a copy at the same time. Any such document shall be removed from the Employee's file after the expiration of two (2) years from the date it was issued, provided there has not been any further discipline recorded.

23.04 Employees who are subject to discipline, suspension or discharge are entitled to grieve such decision in accordance with the provisions of this Collective Agreement. Employees who are subject to suspension or discharge are entitled to grieve such decision at the final step of the grievance procedure as outlined in Article 24 of the Collective Agreement.

ARTICLE 24 – GRIEVANCE AND ARBITRATION

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

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

Step Two: If the Employee does not receive a satisfactory settlement within ten (10) business days, the particulars of the grievance must be reduced to writing and submitted to the immediate Supervisor, with the following information:

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

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

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

24.02 If the grievance is not then settled, either party may refer the grievance to arbitration within a period of twenty (20) business days, following receipt of the answer from the Employer following the Step 2 meeting, which shall be given to the Union in writing.

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

When either party requests that a grievance be submitted to arbitration, they shall make such in writing, addressed to the other party; both parties will agree to the nomination of a single arbitrator within twenty (20) business days.

24.03 Time Limits

The time limits within the Collective Agreement are mandatory and can only be extended by mutual agreement in writing.

24.04 A Union policy grievance and an Employer grievance shall be submitted at Step 2 of the grievance procedure within fourteen (14) business days of the events giving rise to the grievance.

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

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

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

ARTICLE 25 – BENEFITS

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

25.02 The group insurance plans shall be cost shared as follows:

Benefit	Employer	Employee
Life + AD&D	50%	50%
Health and Dental	65%	35%
STD	100%	0%
LTD	50%	50%

25.03 The Employer agrees to consult the Union of any changes to the plans.

25.04 Eligibility for participation in the plan as well as any benefits are pursuant to the contract of insurance. The Employer's obligation is limited to the payment of premiums indicated above.

ARTICLE 26 – RETIREMENT SAVINGS PLAN

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

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

26.03 The Employer will match employee contributions up to a maximum of 6%

ARTICLE 27 – HEALTH AND SAFETY

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

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

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

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

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

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

27.07 Joint Occupational Health and Safety Committee

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

b) The Employees on the Committee are to be elected by the Employees they represent.

c) An Employee who is a member of the Committee, is entitled to time off from work with pay, as is necessary to attend meetings of the Committee, to take any training prescribed by the Occupational Health and Safety Act and regulations at a time approved by the Employer and to carry out the Employee's functions as a member of the Committee.

d) Time spent pursuant to Article 27.08(c) shall be considered to be time worked.

ARTICLE 28 – LABOUR MANAGEMENT

28.01 In accordance with Article 28.02, the Union and the Employer shall participate in a Labour Management Committee which shall consist of up to two (2) representatives each of the bargaining unit and the Employer. Minutes shall be kept of all Labour Management Committee meetings and shall be circulated to committee members for review and approval following the meeting. Upon approval the minutes will be posted for viewing by all Employees.

28.02 The Labour Management Committee shall deal with any items of concern to either party arising out of the operation of the Collective Agreement and the sites covered by the agreement.

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

ARTICLE 29 – INFORMATION

29.01 Copy of Agreement

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

29.02 Letter of Appointment

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

29.03 Personnel File

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

29.04 Performance Reviews – Annual

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

ARTICLE 30 – UNION INFORMATION

30.01 The Employer will provide an online notice board for the Union's exclusive use, where the Local Executive will have the right to post notices of meetings or such other official union notices as may be required.

ARTICLE 31 – TRAINING LEAVE

31.01 Employees shall have the opportunity for paid training leave when the training is job related and approved by and at the discretion of the Employer.

31.02 Employees shall suffer no loss of pay for the time spent at mandatory training and all associated costs will be paid by the Employer.

ARTICLE 32 – EMPLOYEE AND FAMILY ASSISSTANCE PROGRAM

32.01 The Employer shall provide access to an Employee & Family Assistance Program (“EFAP”) for all employees, at no cost to the employees.

ARTICLE 33 – TERM OF AGREEMENT

33.01 This Collective Agreement shall be effective from the date of signing of this Collective Agreement until October 31, 2025, and from year to year thereafter, until notification to re-open the Collective Agreement is served by either party by registered mail no later than sixty (60) days prior to the expiration date.

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

ARTICLE 34 – STRIKES, SLOWDOWNS, LOCKOUTS

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

ARTICLE 35 – TECHNOLOGY CHANGE

35.01 "Technological Change" means the introduction of equipment different in nature than that previously utilized that is likely to affect the employment security of employees in the bargaining unit.

35.02 In the event the Employer is considering the introduction of technological change which results in the layoff of employees in the bargaining unit, the Employer shall provide the Union and employees affected notice in writing within fourteen (14) days of the decision being finalized. The Employer will consult with the Union on the impact of the technological change.

35.03 In the event the Employer intends to introduce technological change which would affect the classification of employees, the Employer shall provide the Union and employees affected notice in writing within fourteen (14) days of the decision being finalized.

35.04 Lay off as a result of technological change will be in accordance with Article 17 of this Collective Agreement.

ARTICLE 36 – NEW CLASSIFICATION

36.01 New Classification

a) When a new classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days' written notice in advance.

b) If the parties are unable to agree on the rate of pay for the new classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay.

c) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation of the classification.

ARTICLE 37 – AMENDMENT TO THE COLLECTIVE AGREEMENT

37.01 Amendment

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

Signed on unceded Mi'kmaq territory in the Halifax Regional Municipality, NS, this ___17th___ day of _____March_____, 2025.

For NSGEU:

Sandra Mullen
Sandra Mullen (Mar 20, 2025 21:15 ADT)

Sandra Mullen, NSGEU President

Lori Smith
Lori Smith (Mar 17, 2025 16:49 ADT)

Lori Smith, Lead Negotiator

Karen Grandy
Karen Grandy (Mar 17, 2025 17:42 ADT)

Karen Grandy, Labour Relations Officer

Wanda Bennett
Wanda Bennett (Mar 18, 2025 18:27 GMT-2.5)

Wanda Bennett, Bargaining Committee Member

Alexa LeBlanc
Alexa LeBlanc (Mar 18, 2025 15:51 ADT)

Alexa LeBlanc, Bargaining Committee Member

For Employer:

Matthew Crossman (Mar 26, 2025 15:15 ADT)

Matthew Crossman

KBalcom

Kaylee Balcom

Amy Pike

Wendy Boutilier
Wendy Boutilier (Mar 27, 2025 09:07 ADT)

Wendy Boutilier

Robin McKay
Robin McKay (Mar 27, 2025 09:32 ADT)

Robin McKay

APPENDIX "A" WAGES

TeleHealth RN Rate		
Step	**April 3, 2024**	**November 3, 2024**
1*	$ 43.62	$ 44.49
2	$ 45.10	$ 46.01
3	$ 46.64	$ 47.58
4	$ 47.81	$ 48.77
5	$ 49.01	$ 49.99

*The above wage rates are based a minimum of three (3) full years of satisfactory nursing experience as a Registered Nurse. Employees with three (3) years' experience will be placed at Step 1 of the wage grid. Each additional year of experience entitles a new employee to placement one additional step. Seven (7) plus years of experience shall constitute placement at Step 5.

MEMORANDUM OF AGREEMENT #1
Work From Home

The Union and the Employer agree that Telehealth and IHP RNs primary work location will be their home office. Employees will be subject to the Work at Home Requirements policy. The Employer agrees to consult with the Union regarding any material changes to this policy.

Internet and Power Disruptions

It is the responsibility of the Nurse to make every reasonable effort to work from the Main Office when the power or internet is interrupted at their home office or when other circumstances prevent them from working from their home office. When such arrival is impossible, or delayed the Nurse has the option to:

(i) take the absent time as unpaid; or

(ii) deduct the absent time from accumulated overtime, banked holiday time or vacation; or

(iii) when the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows at straight time.

In determining reasonable effort pursuant to the Employer shall have regard to the Employee's place of residence.

Hotel, meals and mileage will not be unreasonably denied and will be compensated per the Employer's travel policy.

No Lost Wages- IT Disruption

There shall be no lost wages for a Nurse because of IT failure of Employer provided technology and software.

A nurse whose scheduled shift is impacted as a result of IT failure of Employer provided technology and software, and as a result is required to change their shift on short notice, shall be compensated as per article 8.05

Signed on unceded Mi'kmaq territory in the Halifax Regional Municipality, NS, this ___17th___ day of _____March_____, 2025.

For NSGEU:

Sandra Mullen
Sandra Mullen (Mar 20, 2025 21:15 ADT)

Sandra Mullen, NSGEU President

Lori Smith
Lori Smith (Mar 17, 2025 16:49 ADT)

Lori Smith, Lead Negotiator

Karen Grandy
Karen Grandy (Mar 17, 2025 17:42 ADT)

Karen Grandy, Labour Relations Officer

Wanda Bennett
Wanda Bennett (Mar 18, 2025 18:27 GMT-2.5)

Wanda Bennett, Bargaining Committee Member

Alexa LeBlanc
Alexa LeBlanc (Mar 18, 2025 15:51 ADT)

Alexa LeBlanc, Bargaining Committee Member

For Employer:

Matthew Crossman (Mar 26, 2025 15:15 ADT)

Matthew Crossman

KBalcom

Kaylee Balcom

Amy Pike

Wendy Boutilier
Wendy Boutilier (Mar 27, 2025 09:07 ADT)

Wendy Boutilier

Robin McKay
Robin McKay (Mar 27, 2025 09:32 ADT)

Robin McKay

MEMORANDUM OF AGREEMENT #2

The Employer and the Union agree to a standing agenda item on the Labour Management Committee to review the existing Benefit Plan.

Signed on unceded Mi'kmaq territory in the Halifax Regional Municipality, NS, this ___17th___ day of _____March_____, 2025.

For NSGEU:

Sandra Mullen
Sandra Mullen (Mar 20, 2025 21:15 ADT)

Sandra Mullen, NSGEU President

Lori Smith
Lori Smith (Mar 17, 2025 16:49 ADT)

Lori Smith, Lead Negotiator

Karen Grandy
Karen Grandy (Mar 17, 2025 17:42 ADT)

Karen Grandy, Labour Relations Officer

Wanda Bennett
Wanda Bennett (Mar 18, 2025 18:27 GMT-2.5)

Wanda Bennett, Bargaining Committee Member

Alexa LeBlanc
Alexa LeBlanc (Mar 18, 2025 15:51 ADT)

Alexa LeBlanc, Bargaining Committee Member

For Employer:

Matthew Crossman (Mar 26, 2025 15:15 ADT)

Matthew Crossman

KBalcom

Kaylee Balcom

Amy Pike

Wendy Boutilier
Wendy Boutilier (Mar 27, 2025 09:07 ADT)

Wendy Boutilier

Robin McKay
Robin McKay (Mar 27, 2025 09:32 ADT)

Robin McKay

APPENDIX “B” TERM EMPLOYEES

Notwithstanding the term “Employee” as used in the Agreement, Full Time and Part Time Term Employees shall only be covered by the provisions of the Collective Agreement as expressly provided below:

Article 1 – Definitions – In its entirety

Article 2 – Union Recognition and Scope of Agreement - In its entirety

Article 3 – Discrimination and Harassment - In its entirety

Article 4 – Union Security and Union Dues

Article 5 – Application and Future Legislation - In its entirety

Article 6 – Management Rights - In its entirety

Article 7 – Representation - In its entirety

Article 8 – Hours of Work - In its entirety

Article 9 – Breaks and Meal Periods - In its entirety

Article 10 – Overtime- In its entirety

Article 11 – Wages- In its entirety

Article 12 – Vacation- In its entirety

Article 13 – Sick Time and Medical/Dental Appointments In its entirety

Article 14 – Paid Holidays - In its entirety

Article 15 – Resignation and Termination- In its entirety

Article 16 – Seniority – see below

Direct Hire into Permanent Position A Term Employee hired directly into a permanent position without returning to casual status shall have seniority and service back dated to date of hire in the term position upon successful completion of the probationary period.

Article 17 – Layoff and Recall – doesn’t apply

Article 18 – Job Posting – in its entirety

Article 19 – Appointment – 19.03

Article 20 – Leave of Absence- 20.02, 20.07

Article 21 – Jury and Court Duty Pay – in its entirety

Article 22 – Bereavement Leave – in its entirety

Article 23 – Discharge and Discipline – in its entirety

Article 24 – Grievance and Arbitration – in its entirety

Article 25 – Group Benefit Plans – in its entirety, pursuant to the following:

(a) All Full-Time Employees and eligible Part-Time Employees hired for a term over six (6) months shall participate in and pay the premiums associated with the following “Group Benefits” – life insurance (“Life”), accidental death and dismemberment insurance (AD&D), and health and dental (“H&D”).
(b) The terms are conditions, including premiums, of the “Group Benefits” may be changed from time to time at the Employer’s discretion.

Article 26 – Retirement Savings Plan

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

Article 27 – Occupational Health and Safety - In its entirety

Article 28 – Labor Management Committee - In its entirety

Article 29 – Information - In its entirety

Article 30 – Union Information- In its entirety

Article 31 – Training Leave - In its entirety

Article 32 – EFAP - In its entirety

Appendix “A” Wages - The Term Employee shall be paid at the rate set out in Appendix A for the duration of the term position

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Local 22 Tentative Agreement - FINAL - for signing

Final Audit Report 2025-03-27

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