

Collective Agreement

between

EMC Emergency Medical Care Incorporated

and the

Nova Scotia Government Employees Union

(April 1, 1999 - March 31, 2002)

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PREAMBLE

The purpose of this Agreement is to promote and maintain a harmonious relationship between the Employer and all employees covered by this Agreement with mutual respect between the Employer and the Union, to set forth terms and conditions of employment for all such employees with an amicable method of settling grievances or differences which may from time to time arise and to provide for the carrying on of the business under methods which will further the well being of employees, together with efficiency and quality of operation, in order to ensure for the community a high standard of emergency health care.

ARTICLE 1 - DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

- (a) **“Bargaining Unit”** means all employees within the scope of the bargaining unit as described in Article 3 .01.
- (b) **“Casual”** means a person employed (1) on a call in basis or (2) on a relief basis to cover leaves up to three (3) months.
- (c) **“EHS”** means Emergency Health Services (NS).
- (d) **“Employee”** means a person who is included in the bargaining unit as defined in Article 3 .01 and includes:
 - (i) **“Full-time employee”** is an employee who is hired for and regularly scheduled to work the full-time hours of work as provided in this Agreement on an indefinite basis.
 - (ii) **“Regular Part-time employee”** is an employee who is hired for and regularly scheduled to work less than the full-time hours of work as provided in this Agreement on an indefinite basis.

(Regular part-time employees shall be entitled to benefits pro-rated on the basis of regularly scheduled hours of work, except as otherwise agreed to by the parties. For the purposes of earning entitlement to a benefit (for

example, vacation, merit increments or **pregnancy** leave), calendar time of employment will be applicable.)

- (iii) **“Term employee”** means a person who is hired for and regularly scheduled to work for a term in excess of three (3) months but not more than twenty (24) months.
- (e) **“Employer”** means EMC Emergency Medical Care Incorporated.
- (f) **“Lockout”** includes the closing of a place of employment, suspension of work or a refusal by the Employer to continue to employ a number of its employees done to compel its employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (g) **“Predecessor Employer”** means an Ambulance Service which has been acquired by EMC.
- (h) **“Site”** means the base at which an employee is stationed.
- (i) **“Spouse”** means husband, wife, and common-law spouse. Common-law spouse includes a same sex partner in a common-law relationship except for the purpose of a pension plan where the pension plan contemplates otherwise.
- (j) **“Strike”** includes a cessation of work, or refusal to work or continue to work by employees in a combination or in concert or in accordance with a common understanding, for the purpose of compelling their Employer to agree to terms or conditions of employment or to aid other employees in compelling their Employer to agree to terms or conditions of employment.
- (k) **“Supervisor”** means a person appointed by the Employer as a supervisor and excluded in accordance with Subsection 2 of Section 2 of the Trade Union Act.
- (l) **“Union”** means the Nova Scotia Government Employees Union.

1.02 Gender

Where the masculine gender is used it shall be read as including the feminine gender.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 **Management Rights**

The Union recognizes and acknowledges **that the** operation and **management** of the service and direction of the work force are vested exclusively in the Employer unless specifically abridged, deleted or modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend or otherwise discipline employees for just cause provided that a claim by an employee that he has been disciplined without just cause may be the subject of a grievance and dealt with subject to the provisions of this Collective Agreement; and
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees.

2.02 **Consistent Application**

The Employer shall not act in a manner inconsistent with the express provisions of this Agreement. The Employer shall exercise its rights in a reasonable manner.

2.03 **Identification of Supervisory Officials**

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

ARTICLE 3 - RECOGNITION

3.01 **Bargaining Unit Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all full-time, regular part-time and term Emergency Medical Technicians and Ambulance Attendants (now known as Paramedics) in the bargaining unit as described in

Certification Order L.R.B. 4619 or such further classification(s) as may be agreed upon, save and except:

- (a) Supervisors;
- (b) any other persons excluded by subsection (2) of Section 2 of *the Trade Union Act of Nova Scotia*;
- (c) casuals.

3.02 Mutual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer, or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Bargaining Unit Work - Supervisors

Supervisors (or other management personnel who are paramedics) shall not work on ambulances, except as follows:

- (a) In Inverness, Cheticamp, Barrington and Eskasoni where Supervisors regularly work on the ambulances, Supervisors may continue to work on the ambulances.
- (b) In recognition of the benefit of having Supervisors (and certain other management personnel who are paramedics) maintain their certification as paramedics and their skill level, Supervisors (and those other management personnel who are paramedics) may work on ambulances as follows:
 - (i) in Halifax-Dartmouth-Bedford-Sackville and Cape Breton Regional Municipality, Supervisors (or other management personnel who are paramedics) may work on a day ambulance on Friday or any other mutually agreeable day;
 - (ii) for all other areas, Supervisors (or other management personnel who are -paramedics) may work on a ambulance for any open shift (for example, when an employee is on vacation or other scheduled day off), up to a maximum of twelve (12) shifts per contract year, with two (2) weeks' notice to the Union Chief Steward; and

- (iii) in any location, a Supervisor (or other management personnel who are paramedics) may work on an ambulance where an extra ambulance that is not normally scheduled is being used.
- (c) Nothing above restricts a Supervisor (or any other management personnel who are paramedics) from working on an ambulance:
 - (i) after the call-in list has been exhausted at straight time; or
 - (ii) in an emergency.

ARTICLE 4 - APPLICATION

4.01 This Agreement, including the Memoranda of Agreement and the Schedules which are attached, apply to and are binding on the Union, the employees and the Employer.

ARTICLE 5 - FUTURE LEGISLATION

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

ARTICLE 6 - NO DISCRIMINATION

6.01 No Discrimination for Union Activity

The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or legal activity in the Union.

6.02 No Discrimination - Human Rights

The parties agree that there shall be no discrimination against any employee on the basis of race, religion, creed, color, ethnic, national or aboriginal origin, sex, sexual orientation, source of income, political belief, affiliation or activity, family status,

marital status, age, or physical disability or mental disability, contrary to *the Human Rights Act* (Nova Scotia).

6.03 Sexual and Personal Harassment

The Employer shall make all reasonable efforts to provide, and the Union and employees shall support, a workplace free from sexual harassment and any other harassment based on the protected characteristics set out in Article 6.02.

ARTICLE 7 - RIGHTS AND PROHIBITIONS

7.01 No Lockout or Strike

The Employer shall not cause a lockout and an employee shall not strike during the term of this Agreement.

7.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members or any of them who are governed by the provisions of this Agreement during the term of this Agreement.

7.03 Picket Line or other Strike Activity

Notwithstanding any picket line or other strike activity, legal or illegal, by employees of any other employer, employees shall continue to perform their normal work duties.

ARTICLE 8 - CHECK OFF

8.01 Deduction

The Employer agrees that, commencing the first pay in the calendar month following completion of the first month of employment, it will deduct from the bi-weekly earnings of all employees an amount equal to the regular dues payable by all members of the Union, as well as any special assessments uniformly required to be paid by all members of the Union.

8.02 Notification Deduction

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

8.03 Remittance of Union Dues

- (a) Subject to paragraph (b), the amount deducted shall be forwarded to the Secretary-Treasurer of the Union no later than the month following the month in which deductions were made and shall be accompanied by a list showing all employees from whom deductions were made. At this time, the Employer shall also advise the Union in writing of all employees who have been hired or terminated the previous month.
- (b) Deductions for regular dues and any special assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided he makes a contribution equal to such union dues and assessments to some recognized charitable cause.

8.04 Indemnification

In consideration of the Employer deducting and remitting amounts to the Union, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this Article.

8.05 Income Tax Receipt for Dues

The Employer shall include on all T-4 slips the amount deducted from employees' pay under this Article in the previous calendar year.

ARTICLE 9 - UNION REPRESENTATION AND AFFAIRS

9.01 Appointment of Stewards

The Employer acknowledges the right of the Union to appoint a reasonable number of Stewards (including a reasonable number of Chief Stewards). The Union's Employee Relations Officer shall advise the Employer's Director of Human Resources in writing of the names of Stewards, from time to time appointed, with a

copy to the Employer's Regional Managers. The Employer shall not be required to recognize new Stewards until there has been reasonable advance notification.

9.02 Steward's Duties

- (a) The Union shall designate one (1) Steward or alternate designate to deal with a Supervisor with respect to any complaint arising out of this Agreement or any general working conditions to be discussed with the Supervisor, subject to maintaining as much continuity as is reasonably possible.
- (b) A Steward may attend to his duties during working hours without loss of pay provided that:
 - (i) the duties do not disrupt the Steward's normal duties as an employee or the normal duties of any other employees;
 - (ii) in order to ensure compliance with (i), no Steward shall leave his work site without obtaining the permission of his Supervisor or designate, such permission not to be unreasonably withheld; and
 - (iii) the time shall be devoted to the prompt handling of necessary Union business.

9.03 Union Officials

The Union's Employee Relations Officer or other Union official may enter a site office for the purpose of meeting with management or for the purpose of conferring with a Steward or an employee with respect to any dispute arising out of this Agreement provided:

- (a) he obtains the prior approval of the Employer's Regional Manager or his representative, such approval not to be unreasonably withheld; and
- (b) such visits shall not interfere with normal operations.

9.04 Negotiating Committee

The Employer shall grant special leave for not more than four (4) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union, where operational requirements permit, and on

reasonable notice, such permission not to be unreasonably withheld. The Employer shall pay the Local President or designate one hundred percent (100%) of regular time lost from work to attend the meetings and shall pay the three (3) other employees fifty percent (50%) of regular time lost from work to attend the meetings.

ARTICLE 10 - EMPLOYEE INFORMATION

10.01 Acquainting New Employees

The Employer agrees to acquaint new employees with the fact that the Collective Agreement is in effect and with the conditions of employment in Article 8 (Check Off). The Employer shall provide a copy of the Collective Agreement to each new employee.

10.02 Printing of Collective Agreement

Within a reasonable time of signing this Agreement, the Employer agrees to arrange for printing a copy of the Collective Agreement in booklet form and to supply a copy to all employees. The Union and the Employer shall share the cost of printing the Collective Agreement on a fifty-fifty (50/50) basis.

10.03 Bulletin Boards

The Employer shall allow the Union use of bulletin boards at each site for posting of notices of Union meetings and other Union activities. Such notices shall be dated and signed on behalf of the Union by the Steward or designate. The Employer reserves the right to remove such notices, such right not to be unreasonably exercised.

10.04 EHS Provincial Medical Policies and Procedures Manual

- (a) The Employer will provide a copy of the EHS Provincial Medical Policies and Procedure Manual, with updates from time to time, for each ambulance.
- (b) Within a reasonable time after the Provincial Medical Director completes the major review and revision of the Manual which is currently underway, the Employer will provide a handbook (a "field guide edition" of the Manual) to each employee.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Complaints

Any complaint by an employee as to the interpretation or application of the provisions of this Agreement shall be considered a grievance, provided that:

- (a) no complaint by an employee shall be considered a grievance until the employee has discussed his complaint with his immediate supervisor and the immediate supervisor has had twenty-four (24) hours to adjust the complaint with the employee, with or without a Steward, (provided however this requirement for a discussion does not apply in the case of discipline which has been imposed), and
- (b) the complaint is submitted in writing in accordance with Article 11.02.

11.02 Steps in Grievance Procedure

The following procedure shall be adhered to in processing grievances:

- Step No. 1 The employee and/or Steward shall present the grievance in writing within twelve (12) days, including any time required under Article 11 .01 (a), of the occurrence of the event giving rise to the grievance, to the employee's Supervisor or designate. The grievance shall be on a form approved by the Employer and the Union and shall contain the name of the grievor, the date upon which the grievance was prepared, the nature of the grievance and the date(s) upon which it is alleged to have occurred or arisen, the article and subsections of the Collective Agreement which the grievor alleges to have been violated, the remedy sought and the signature of the grievor, together with the signature of either the Union Steward or the Union's Employee Relations Officer or the designated representative of either; (there are two (2) mandatory signatures, one being the grievor and the second being the Union representative). The Supervisor shall reply giving his decision in writing within five (5) days following receipt of the grievance.
- Step No. 2 If the grievance is not satisfactorily resolved at Step No. 1, the Union's Employee Relations Officer or designated representative shall present the grievance in writing in accordance with the form set

out in Step No. 1 to the Employer's Director of Human Resources or her designated representative. The grievance shall be presented within the earlier of five (5) days of receipt of the reply at Step No. 1 or the deadline for such reply if not submitted by the Employer. The Director of Human Resources and the Union's Employee Relations Officer, or their designated representatives, shall make all reasonable efforts to meet within ten (10) days after presentation of the grievance at Step No. 2, to discuss the grievance. The meeting shall take place at premises of the Employer or such other facilities as may be arranged by the Employer. The Director of Human Resources or her designated representative shall reply giving her decision in writing within ten (10) days following a meeting, or if a meeting cannot be arranged, within ten (10) days of the expiry period for the meeting.

Step No. 3 If the grievance is not satisfactorily resolved at Step No. 2, the Union **may**, within the earlier of twenty (20) days of the reply at Step No. 2 or the deadline for such a reply should no such reply be submitted by the Employer, refer the grievance to arbitration.

11.03 Suspension or Discharge Grievances

A grievance alleging suspension or discharge without just cause shall be submitted at Step No. 2 of the grievance procedure. The employee shall present this grievance in the form set out in Step No. 1 above within five (5) days from the date of the discharge.

11.04 Union Policy Grievance

A Union policy grievance, defined as a dispute with respect to the general application, interpretation or administration of this Agreement, may be lodged by the Union's Employee Relations Officer or designate in writing with the Director of Human Resources at Step No. 2 of the grievance procedure at any time within twenty (20) days of the occurrence of the circumstances giving rise to the grievance; and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee. This paragraph does not apply in cases of individual grievances and may not be used to by-pass the grievance procedure set out in the foregoing paragraphs of this Article.

11.05 Employer Grievance

Any complaint of the Employer with respect to the general application, interpretation or administration of this Agreement shall also be considered a grievance to be dealt with in the same manner as an employee grievance, except that the Director of Human Resources of the Employer or her designated representative shall first discuss the complaint with the Union's Employee Relations Officer and failing an answer or satisfactory settlement, the Director of Human Resources of the Employer or her designated representative may submit the grievance in writing to the Union's Employee Relations Officer.

11.06 Time Limits

- (a) The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sunday and holidays.
- (b) Any of the time limits provided in this Article may be extended by mutual agreement in writing between the Employer and the Union.
- (c) The time limit for the initial submission of a grievance, whether it be at Step No. 1 or Step No. 2, is mandatory (that is, failure by the grieving party to comply with the time limit shall result in the grievance being deemed abandoned and terminated with all rights of recourse to the grievance procedure at an end). Subsequent time limits are directory (that is, the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limit was missed, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the position of either party is not significantly prejudiced by the delay).

11.07 Grievance Hearings

In any hearing at any step of the grievance procedure or arbitration procedure, the grievor shall have the right to be present and shall suffer no loss of regular pay.

ARTICLE 12 - ARBITRATION PROCEDURE

12.01 Reference to Arbitration

Either of the parties may, after exhausting the grievance procedure in Article 11, notify the other party within twenty (20) days of the receipt of the reply at Step No. 2 or the deadline for receipt of such reply, of its desire to refer the grievance to arbitration pursuant to provisions of the *Trade Union Act* (Nova Scotia) and this Agreement.

12.02 Single Arbitrator Unless Board Requested

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three member arbitration board.

12.03 Single Arbitrator

If a grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of an arbitrator within seven (7) days of notice of arbitration being given in accordance with Article 12.01, either party may apply to the Minister of Labour for Nova Scotia for appointment of the arbitrator in accordance with the provisions in the *Trade Union Act* (Nova Scotia).

12.04 Arbitration Board

If either party requests that a grievance be heard by a three member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within seven (7) days of notice of arbitration being given in accordance with Article 12.0 1. Should either party fail to appoint a nominee or if the two nominees fail to agree upon a chair within ten (10) days of the appointment of the second of them, then either party may apply to the Minister of Labour for Nova Scotia for appointment of the chair or such other appointment as is necessary to constitute the board of arbitration.

12.05 Authority of Arbitrator/Board

The single arbitrator or board of arbitration, as the case may be, shall not have any authority to alter, modify or amend any part of this Agreement, or to give any decision contrary to the terms or conditions of this Agreement.

12.06 Hearing and Decision

The single arbitrator or board of arbitration, as the case may be, shall hear and determine the difference or allegation, including any question as to whether the difference is arbitrable, and shall issue a decision. All decisions arrived at by a single arbitrator or board shall be final and binding upon the Employer, the Union and the employee or employees concerned. The decision of the majority is the decision of the board.

12.07 Fees and Disbursements of Arbitrator/Board

Each of parties to the Agreement will pay the fees and disbursements of its nominee to the board of arbitration, and will share equally the fees and disbursements of the chair or single arbitrator.

12.08 Time Limits

- (a) The time limits specified in this Article shall be deemed to be exclusive of Saturday, Sunday and holidays.
- (b) Any of the time limits provided in this Article may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 13 - RESIGNATION

13.01 Notice of Resignation

An employee will provide the Employer with two (2) weeks' notification in writing of their intention to resign from their employment with EMC, provided however the Employer may accept a shorter period of notice.

13.02 Failure to Give Notice

- (a) An employee who fails to give notice required by Article 13.01 shall be struck from the payroll effective the date he absents himself without leave, and shall have deducted from monies owed him by the Employer from all sources, including any vacation pay, a sum equivalent to the salary payable to him for the period of notice which he failed to work.

- (b) If the employee is reinstated in accordance with 13.03, then any deductions made pursuant to 13.02 (a) shall be reinstated.

13.03 Withdrawal of Resignation

An employee who has resigned as a result of anxiety or similar emotional state after a traumatic event arising in the course of employment may withdraw his resignation within seventy-two (72) hours from the time it was submitted to the Employer.

ARTICLE 14 - PERFORMANCE APPRAISALS

- 14.01 The Performance Appraisal System provides a framework for ongoing communication between employees and their supervisors regarding the employee's job performance and satisfaction. Performance appraisals will be used for employee development purposes only. Performance appraisals shall not be used by the Employer to adversely affect the employees' promotional opportunities or as the basis of discipline.
- 14.02 Performance appraisals will be conducted on a regular predetermined schedule and will be conducted during the regular working hours of the employee.
- 14.03 The performance appraisal interview is a two-way dialogue that will include an opportunity for the employee to provide feedback to their supervisor on a voluntary basis. An employee shall be given at least five (5) working days' notice of the performance appraisal meeting.
- 14.04 The criteria used to evaluate an employee's performance in the performance appraisal must reflect the job the employee performs as it relates to the goals and values of the Employer in the delivery of patient care.
- 14.05 Where an employee indicates satisfaction with their current position and does not express an interest in future promotion or advancement, these statements or views shall not be construed against the employee in any respect. Such opinions or views of the employee may be subject to change at a future date. An employee's comments on their performance appraisal shall not be the sole factor considered in determining which employees shall be given training opportunities.

14.06 The employee shall be given a copy of any performance appraisal before it is placed in their file. The employee shall have the right to respond in writing to the performance appraisal, and such response shall form part of the employee's file.

ARTICLE 15 - TIME OFF FOR UNION BUSINESS

15.01 Leave for Union Business

- (a) Employees who are elected to the following positions may be granted leaves of absences without pay in accordance with the conditions set out in paragraph (c):
 - (i) as members of the Board of Directors of the Union for the attendance at Board meetings;
 - (ii) as members of the Bargaining Unit Negotiating Council of the Union for the attendance at Council Meetings;
 - (iii) as delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, Nova Scotia Federation of Labour;
 - (iv) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
 - (v) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour.
- (b) Employees who are selected or appointed to attend Union educational programs or to work as replacements for union staff on a relief basis and for such other proposed reasons as may be agreed to by the Employer may be granted a leave without pay in accordance with the conditions set out in paragraph (c).
- (c) The leaves of absence in paragraphs (a) and (b) are subject to the following conditions:
 - (i) the Employer receives reasonable notice;
 - (ii) operational requirements; and

- (iii) permission being granted by the Employer, permission not to be unreasonably refused.

15.02 Notification To Employer

The Union shall notify the Employer of the names, including the site wherein the employee is employed, of the members of the Board of Directors and Bargaining Committee.

15.03 Annual Meeting

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave without pay for a period not exceeding two (2) days, and special leave without pay for traveling time for such portion of the working day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer, in writing, of the names, including the site wherein the employee is employed, of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance.

15.04 Number of Employees Eligible

The number of employees eligible for special leave provision under Articles 15.01 and 15.03 shall be in accordance with the numbers laid down in the Nova Scotia Government Employees Union Constitution.

15.05 Salary Continuance

The Employer will continue the salary of an employee who is granted leave without pay in accordance with Article 15 and will bill the union for the employee's salary.

15.06 Arbitrations and Joint Consultation

- (a) Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are called as a witness by an arbitrator or an arbitration board as prescribed by Article 12. The Union will reimburse the Employer for one-half of the salary.
- (b) Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who attend meetings with management in a joint consultation as prescribed in Article 22.

15.07 Leave of Absence for Full-Time Union President

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

- (a) An employee who declares his intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring his intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) he is to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one (1) month's notice is provided to the Employer.
- (e) All employee benefits (Article 3 1) of the employee shall continue in effect while the employee is serving as President and the Union shall reimburse the Employer for the Employer's share of the contributions.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.
- (g) Upon expiration of his term of office, the employee shall be reinstated in the position he held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.

- (i) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.

15.08 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business pursuant to this Article.

ARTICLE 16 - APPOINTMENT

16.01 Probation

- (a) New employees shall serve a probationary period as follows:
 - (i) Full-time employee: six (6) months; and
 - (ii) Part-time employee: number of hours equivalent to hours worked by a full-time employee in the employee's location, but no more than twelve (12) months.
- (b) The Employer may extend an employee's probationary period for three (3) months.
- (c) A previous permanent employee (who had successfully completed his probationary period) whose employment was terminated for any reason and who is re-employed in the same classification within twelve (12) months from the date of such termination shall not be required to undergo a second probationary period.

16.02 Dismissal of Probationary Employee

- (a) An employee can be dismissed during his probationary period, including any extension in accordance with 16.01 (b) above, if the Employer determines that the employee is unsatisfactory and such dismissal shall be deemed to be for just cause.

- (b) If an employee is dismissed during his probationary period for reasons other than wilful misconduct or disobedience or neglect of duty, the Employer shall advise the employee of the reason(s) in general and shall provide the employee with one (1) week's notice and/or pay in lieu of notice.
- (c) The Employer shall notify the Union when a probationary employee is terminated.

16.03 Union Notification

The Employer shall notify the Union, in writing, of all appointments, lay-offs, recalls and terminations.

ARTICLE 17 - DISCHARGE, SUSPENSION AND DISCIPLINE

17.01 Just Cause

No employee who has completed his probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

17.02 Notification

Where an employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) days of the discipline, suspension or discharge notify the employee and the Union in writing by registered mail, personal service or facsimile stating the reason for the discipline, suspension or discharge.

17.03 Record of Disciplinary Action

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after three (3) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

17.04 Employee Access to Human Resources File

- (a) An employee, upon giving twenty-four (24) hours notice, may examine their human resources file in their respective administrative areas and within forty-eight (48) hours in the Human Resource Department. For the purpose of this provision the notice period shall not include Saturdays, Sundays or Statutory Holidays. Complaints about an employee from outside the Employer's place of business which are placed in the employee's human resources file shall be shown or made available to the employee. The employee shall have the right to make copies of any material contained in his file not previously provided to the employee.
- (b) The human resources records of an employee shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned except for EHS (record related only to clinical issues, registration or driving record) or as required by law.

17.05 Right to Have Steward Present

- (a) When management meets with an employee to discipline the employee (other than in the cases of where spontaneous discipline may be warranted), the employee shall have a right to have a Steward present, provided the meeting is not unreasonably delayed to allow for the presence of the Steward.
- (b) Verbal warnings are not considered discipline and shall not form part of the Human Resources file. Employees shall not have the right to have a Steward present when issued a verbal warning.

ARTICLE 18 - SENIORITY

18.01 Seniority Defined

Seniority shall be defined in accordance with the following:

- (a) Seniority shall mean the length of continuous employment in a bargaining unit position as an employee with the Employer including any Predecessor Employer (and in the event of loss of seniority, from the most recent date of hire as an employee).

(b) **Former “non-permanent employees”:**

The continuous employment of formerly “non-permanent employees” is considered to have been broken in a year in which they did not work or receive pay for at least sixty (60%) of full-time hours. For such employees, their date of hire, for the purpose of establishing seniority as of the time of transfer from a predecessor employer to the Employer, shall be their actual date of hire where there is no break in continuous employment or January 1st of the year following the most recent break in continuous employment.

18.02 Posting of Seniority Lists

- (a) Within sixty (60) days following the signing of this Agreement, and annually thereafter on February 1, the Employer shall post a list setting out each employee’s seniority date. Each employee shall have thirty (30) days from the date the list is posted to challenge his seniority date in writing. The Employer shall reply to the employee’s written objection within thirty (30) days of receipt of the written objection. If no written objection is received by the Employer within thirty (30) days from the date the list is posted, the seniority date on the list shall be the employee’s seniority date for all purposes following the posting of the list.
- (b) An employee who is absent from work for two (2) or more calendar weeks of the thirty (30) day posting period shall have the posting period extended by the equivalent number of days from the date of his return to work to object in writing to his seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the employee’s return to work, the posted seniority date for the employee will be considered to be the employee’s seniority date for all purposes.
- (c) Once an employee unsuccessfully challenges his seniority date, the employee may not dispute **his seniority date unless** there is new **material** evidence which could not reasonably be expected to have been available at the earlier time.
- (d) The parties agree to the expedited process to resolve disputes regarding seniority as outlined in Memorandum of Agreement #1 .

18.03 Loss of Seniority

An employee shall no longer be considered an employee and his seniority shall cease if he:

- (a) resigns verbally or in writing and does not withdraw such resignation within seventy-two (72) hours; in accordance with Article 13.03.
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is absent and does not notify the Supervisor or his delegate within four (4) consecutive working days, unless such notification is not possible;
- (d) is laid off for a period in excess of twelve (12) months;
- (e) fails to respond to a notice of recall within two (2) working days after receipt of the recall by registered mail or fails to report for work within fourteen (14) calendar days after being advised of his recall, unless he is unable to return due to illness or injury and so notifies the Supervisor. This provision shall have no application in the case where an employee refused recall for casual work or term employment of less than twelve (12) months if the employee is employed elsewhere.
- (f) is absent from work as a result of illness or accident for a period in excess of thirty-six (36) months; or returns from disability to the Recall List after his first twenty-four (24) months of disability, but prior to the expiry of thirty-six (36) months from his initial date of disability, and his recall rights expire in accordance with Article 2 1.12; (it is understood that after twenty-four (24) months of disability, but prior to the expiry of thirty-six (36) months, an employee is not entitled to return to his regular site, but is only entitled to be placed on the Recall List pursuant to Article 2 1.11).

18.04 Service

For the purpose of this Agreement, “service” means:

- (a) (i) the service with which an employee was credited with as an employee with a Predecessor Employer at the time of transfer to the Employer; and
- (ii) total accumulated months of employment with the Employer; and
- (iii) other service credits which may be recognized by the Employer (not predecessor Employer) such as credits recognized for time worked with other Employers, voluntary ambulance service or educational training/leave.

- (b) Service credits shall be prorated for regular part-time employees and employees who work part-time during a term appointment.

18.05 Service Credits

Service credits shall be used for the purpose of determining service related benefits such as vacation and severance pay.

ARTICLE 19 - HOLIDAYS

19.01 Holidays

- (a) The Employer agrees that the following shall be designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (b) Holiday means in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing at the start of the day shift on the date of holiday and ending twenty-four (24) hours later.
- (c) It is understood that an employee who is not scheduled to work on the holiday shall be paid for the entire shift an employee would normally work.

19.02 Exception

Article 19.01 does not apply to an employee who is absent without pay on either his working day immediately preceding or his working day immediately following the designated holiday (for example, employees on unpaid leave, suspension without pay or layoff are not eligible).

19.03 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 19.0 1, falls within a period of leave with pay, the holiday shall not count as a day of leave.

19.04 Compensation for Work on a Holiday

Where an employee is regularly scheduled to work in accordance with Article 27 and his regularly scheduled day of work falls on a paid holiday, as defined in Article 19.01, or he is called back to work on a paid holiday, he shall receive compensation equal to two and one-half (2½) times his regular rate of pay as follows:

- (a) (i) compensation at one and one-half (1½) times his regular rate of pay, including the holiday pay, for the hours worked on the holiday; plus
- (ii) time off with pay in lieu of the holiday based on regular hours of work will be banked and available for pay out in accordance with Article 28.06 (banking excess hours).
- (b) Notwithstanding (a)(ii) above, an employee, upon his request, will be granted all compensation for working on a holiday at his regular rate of pay.

19.05 Christmas Day or New Years Off

- (a) Employees who are scheduled to work on both Christmas Day and New Year's Day may, prior to November 30, request to be scheduled off for one of the days.
- (b) Employees who are scheduled to work Christmas Day after having worked Christmas Day the previous year may, prior to November 30, request to be scheduled off on Christmas Day.
- (c) Upon receipt of a request under paragraph (a) or (b), the Employer will make reasonable efforts, subject to operational requirements, to accommodate the request by scheduling a replacement.

ARTICLE 20 - JOB POSTING

20.01 Job Posting

- (a) When a new position, permanent vacancy or term position is created within the bargaining unit, the Employer shall post a notice on bulletin boards for a minimum of two (2) weeks.
- (b) The notice posted shall include:
 - (i) the classification and work area;
 - (ii) whether the posting is for a permanent position or a term position;
 - (iii) in the case of a term position, the expected duration;
 - (iv) whether the appointment is full-time, part-time and any applicable part-time designation; and
 - (v) the hourly rate of pay.
- (c) Only those postings which cannot be filled with a qualified employee from the bargaining unit will be available for filling from outside the bargaining unit.

20.02 Job Postings (General)

When a permanent job vacancy occurs, the Employer shall post the job - Paramedics by certification level (P1, P2, P3) or Crew Chief - for fourteen (14) calendar days. An employee desiring the position must make application in writing to management within fourteen (14) days of the first day of posting.

The Employer may postpone the start time for the successful applicant in the posted position for operational reasons such as difficulty in obtaining the ALS replacement for up to six (6) months (which shall be reduced to three (3) months on the last day of the Collective Agreement).

20.03 Filling: Position for a Field Paramedic

Selection of persons to fill a posted job which may involve a lateral transfer will be governed by the following conditions:

- (a) until the employee has completed twelve (12) months of full-time employment (or equivalent hours for Part-Time employee) at a site, an employee is not eligible to apply for a posting for another site;
- (b) selection of persons to fill the posted job shall be based on seniority among qualified applicants, except that:
 - (i) preference will be given to employees from within the Administrative Area (although there is a province wide posting), and
 - (ii) P2s and P3s who have completed more than one (1) year of employment as a Full-Time employee (or equivalent hours of a Part-Time employee), but less than two (2) years of employment as a Full-Time employee (or equivalent hours of part-time employment) may be considered, but may be refused a posted position for operational reasons such as difficulty in obtaining an ALS replacement at the site where the employee is working.

20.04 Promotion

In selecting persons to fill a posted job which involves a promotion (for example, Senior Operations Paramedics such as Crew Chief, Medical Operations, Paramedic, Fleet Paramedic, Procurement Paramedic, etc.) the following conditions apply:

- (a) selection shall be based on merit (including skill and ability) and where applicants are of equal merit, seniority shall govern; and
- (b) preference shall be given to applicants from within the Administrative Area as set out in Schedule "C", but the Employer may fill the vacancy from outside the Administrative Area where there are no suitable applicants from within the Administrative Area.

20.05 Temporary Transfers

- (a) In circumstances where there is a need to temporarily transfer employees to any part of the Province for a period not to exceed sixty (60) calendar days the following shall apply:
 - (i) The Employer shall notify employees by inviting expressions of interest.

- (ii) Preference for the transfer will be given first to the most senior qualified employee as per Article 28.08 (a) within the Region who expressed an interest in the temporary transfer, provided operational requirements permit.
 - (iii) Any employee who accepts a temporary transfer in accordance with this Article shall receive fifteen percent (15%) over and above his hourly rate for the length of the temporary transfer. In addition, an employee shall receive reasonable expenses incurred as a result of the temporary transfer which shall include meals and kilometrage, and other reasonable expenses which may include accommodations.
- (b) Where there is no response to the expression of interest, the most junior qualified employee as per Article 28.08(a) will be transferred by reverse seniority within the region provided operational requirements permit and there is no undue hardship placed on the employee as a result of the temporary transfer. The Employer shall not exercise the right to temporarily transfer an employee in an unreasonable or arbitrary manner.
 - (c) Notwithstanding the above, if the circumstances are of an urgent nature or an emergency the Employer shall use the Call Back System in accordance with Article 28.08 until the completion of (a) and (b) above.
 - (d) The Employer's right to transfer employees in accordance with this provision shall not be used to avoid the posting of positions in accordance with Article 20.01.

20.06 Reassignments

Employees shall report for work for regularly scheduled shifts at their regular site (which may vary in the case of employees who regularly rotate through various sites), unless mutually agreed otherwise, but it is understood that after reporting for work an employee may be assigned to work out of another site in which event the Employer will provide transportation to and from that other site or, if there is mutual agreement for the employee to utilize his own vehicle, pay kilometrage for travel to and from that other site.

20.07 Secondments

- (a) Where it is determined by the Employer that bargaining unit employees will be considered for secondment opportunity, the Employer will notify the employees by posting an Expression of Interest (other than where an employee is assigned light duties on a temporary basis). Any bargaining unit employee who accepts the secondment opportunity shall be covered under all provisions of the Collective Agreement in addition to receiving any additional remuneration applicable to the position to which the employee is seconded. (It is understood that allowing bargaining unit employees secondment opportunities does not result in the work being done during the secondment being considered bargaining unit work).
- (b) A secondment means a temporary assignment to a position outside the bargaining unit. The initial secondment will not exceed one (1) year, but may be extended for up to six (6) months.
- (c) For any bargaining unit employee who has been seconded to a temporary position prior to the date of signing, the start date for such secondment shall be deemed to have begun effective the date of signing of the Collective Agreement.

20.08 Trial Period

An employee who accepts a bargaining unit position as Senior Operations Paramedic as a result of a job posting shall be placed in the position for a trial period not exceeding three (3) months. If the employee proves unsatisfactory or wishes to return to his former position, he shall be returned to his former position within two (2) weeks. The former position shall be filled on a casual basis during the trial period.

20.09 Non-Bargaining Unit Vacant Position

An employee promoted to a position outside the bargaining unit, shall be placed in a position for a trial period of six (6) months. During the six (6) month period the Employer may elect to return such employee to the bargaining unit or the employee may elect to return to the bargaining unit. During the six (6) month period the employee shall continue to accumulate service and seniority credits for all purposes.

20.10 No Avoidance

The Employer will not use casual employees for the purpose of avoiding the filling of a vacancy in the bargaining unit.

⁴ **ARTICLE 21- JOB SECURITY**

2 1 .01 Joint Committee on Labour Relations

- (a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Committee on Labour Relations of equal representation of the Union and the Employer for the purpose of maintaining continuing cooperation and consultation on technological change and job security. The union representation will include the Employee Relations Officer and the Provincial Local 9 11 President. The committee may appoint additional representatives as required.
- (b) The Joint Committee on Labour Relations shall consult as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 21.01 (d).
- (c) The Joint Committee on Labour Relations shall be responsible for:
 - (1) defining problems;
 - (2) developing viable solutions to such problems;
 - (3) recommending the proposed solution to the Employer.
- (d) The Employer will provide the Joint Committee on Labour Relations with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, technological change and any other circumstances which may impact the job security of bargaining unit employees with a view toward minimizing the adverse effects on employees.
- (e) Time spent by employees traveling to and from meetings of the Joint Committee on Labour Relations and in attendance at these meetings shall be considered as time worked and compensated in accordance with the collective agreement.

2 1 .02 Definition

For the purposes of this Article, “technological change” means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees.

2 1.03 Introduction

The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services to the public.

2 1.04 Notice to Union

The Employer will give the Union written notice of technological change at least three (3) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist employees whose job security could be affected.

21.05 Training

- (a) The Employer shall bulletin any training courses and experimental programs for employees. The bulletin shall contain the following information:
 - (i) type of course (subject and materials to be covered);
 - (ii) time, duration, and location of the course;
 - (iii) basic minimum qualifications required for applicants.
- (b) The Employer shall pay for all training programs required or mandated by the Employer and all time in attendance at such programs and practicums shall be considered time worked and compensated in accordance with the pay article of the collective agreement. The Employer also agrees to pay all related expenses incurred through participation in mandated training programs.
- (c) Employees who are laid off shall be offered the opportunity for training which would keep their credentials current. The Employer shall pay for the first day of training only.
- (d) Clinical Education Assistance

In April of each year, upon presentation of a current EHS registration card, each employee shall receive four hundred dollars (\$400) financial assistance for the purpose of clinical education. Employees will not be required to submit receipts.

(e) P3 Leave of Absence

Upon request of an employee and subject to operational requirements, the Employer shall grant a leave of absence for the purpose of attending P3 school, in accordance with the following terms and conditions:

- (i) application: the employee shall make the request by submitting the Employer's "Education Request Form" and "Leave of Absence Request Form", together with proof of the employee's acceptance into the program for which leave is requested, all in accordance with the procedure set out in the Employer's policy on Educational Leave Assistance;
- (ii) approved program: the proposed paramedic education program must be CMA approved, unless waived by the Employer, and meet EHS standards; it is understood that distance education programs do not qualify for this leave;
- (iii) basis for selection: preference shall be given to applicants based on a first come, first serve basis, provided where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees to be granted leave at any one time, preference shall be given to employees based on seniority;
- (iv) financial assistance: the Employer will provide five thousand dollars (\$5,000) in financial assistance, to be used for program fees, for a maximum of twenty (20) employees per fiscal year;
- (v) group insurance: while an employee is on leave attending P3 school, the Employer shall pay one hundred percent (100%) of the employee's group insurance premiums for medical, extended health and life (standard, not optional) insurance;
- (vi) service and seniority: while on such leave, service and seniority shall be deemed continuous and an employee shall continue to accrue and accumulate service and seniority credits, provided however service accumulated during such leave shall not be used for the purpose of calculating vacation leave credits and sick leave credits;
- (vii) return to service: employees who receive the five thousand dollars (\$5,000) financial assistance are required to return to service with the Employer at the employee's regular site for fifteen (15) months following completion of P3 school - and will be required to sign the Employer's "Agreement for Return to Service" form before the Employer disburses any financial assistance. If an employee fails to meet the service

commitment, the employee is required to repay the financial assistance, prorated based on the amount of the unfulfilled commitment. (For example, an employee who only fulfills six (6) months of the fifteen (15) month commitment will be required to repay sixty percent (60%) of the financial assistance.) An employee may, at the discretion of the Employer, be released from his service commitment.

21.06 Application

For the purposes of this Article, “employee” means a permanent employee (that is, a Full-Time employee or Regular Part-Time employee).

2 1.07 Notice of Layoff

- (a) Eight (8) weeks notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- (b) When the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
 - (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
 - (iii) sixteen (16) weeks if three hundred (300) or more persons are to be laid off.
- (c) Notices pursuant to this Section shall include the effective date of layoff and the reasons therefore.
- (d) An employee in receipt of lay off notice shall be entitled to exercise any of the following options:
 - (i) to exercise placement/displacement rights in accordance with the procedure set out in this Article; or
 - (ii) to accept layoff and be entitled to recall in accordance with Article 2 1.11; or
 - (iii) to resign and accept severance pay in accordance with Article 32.01(a);

An employee who intends to exercise placement/displacement rights pursuant to (d)(i) above will indicate such intent to the Employer within two (2) full days following receipt of the layoff notice. If the employee does not indicate such intent within this period, he will be deemed to have opted to accept layoff in accordance with (d)(ii) above.

2 1.08 Pay in Lieu of Notice

Where the notice required by Article 2 1.07 is not given, the employee shall receive pay, in lieu thereof, for the amount of notice or balance thereof to which the employee is entitled.

2 1.09 Placement

- (a) An employee in receipt of layoff notice may choose to accept placement within a vacant position, for which he is qualified as referenced in Article 21 .10, within his administrative area or any region of the province.
- (b) A permanent employee in receipt of lay off notice, who is placed in a term position shall retain his status as a permanent employee.
- (c) An employee will have a maximum of two (2) full days to exercise his rights in any of the steps of the placement/displacement procedures provided for herein.
- (d) For a period of one (1) year, employees who have been transferred due to circumstances identified in Article 21, shall be eligible for transfer back to his former site, should a position become available provided he has the qualifications as referenced in Article 2 1.10. When two (2) or more employees request transfer back to a former site, the employee with the greatest length of seniority will have preference.

2 1.10 Displacement Procedures

- (a) For the purpose of this article Paramedic 1 (B.L.S.) is considered a single classification and Paramedic 2 and 3 (A.L.S.) is considered a single classification.
- (b) Employees in the BLS classification who are employees as of the signing of this Agreement will not be laid off for the purpose of creating an ALS position. Employees in the BLS classification who are hired after the signing of this Agreement and who have completed two (2) years of service as a full-time employee, will not be laid off for the purpose of creating an ALS position.

(c) Employees hired after the date of signing of the collective agreement who have less than two (2) years seniority may be laid off by classification within the site. The least senior person of those employees with less than two (2) years seniority within the classification selected for reduction shall be the person laid off first. The person displaced from a site has the option of:

- (i) displacing either of the two most junior employees within his classification within the administrative area, unless the two (2) most junior employees within the administrative area are employed at the same site in which case the employee with the least seniority shall be the one displaced; or
- (ii) displacing the most junior employee within their classification within their region or the province.

The person displaced within the region, if so chosen, shall then displace the most junior person within their classification within the province.

(d) Employees with two (2) years or more seniority that are to be laid off shall be laid off in reverse order of seniority within a site regardless of classification.

Employees with two (2) years or more seniority who are laid off from a site have the option of displacing:

- (i) either of the two (2) most junior employees within the administrative area, regardless of classification, unless the two (2) most junior employees within the administrative area are employed at the same site, in which case the employee with the least seniority shall be the one displaced; or
- (ii) the least junior employee, regardless of classification, within either their region or within the province.

The most junior employee displaced from a region, if he has less than two (2) years seniority, may elect to displace the most junior employee in the province within his classification; or if he has two (2) or more years seniority, may elect to displace the most junior employee in the province of either classification.

(e) An employee who is displaced in accordance with this article shall be entitled to the full rights contained in this article.

(f) An employee who chooses to exercise rights in accordance with Article 2 1.10 may elect at any step to accept layoff and to be placed on the recall list or to resign with severance pay.

- (g) An employee will have a maximum of two (2) full days to exercise his rights at any of the foregoing steps of the displacement procedures provided for herein.

21.11 Recall Procedures

Employees who are laid off shall be placed on the Recall List.

- (a) Employees who were employed on the date of signing of the Collective Agreement will be recalled by seniority regardless of classification. Employees hired after the date of signing of this Collective Agreement who have less than two (2) years seniority at the time of layoff shall be recalled by seniority within their classification as defined in Article 2 1.1 O(a).
- (b) An employee shall be notified of the opportunity for recall by telephone, fax and/or in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.
- (c) The Employer shall notify an employee of recall by Registered Mail. If the employee fails to respond to the notice of recall with two (2) working days after receipt of the notice or fails to report to work within fourteen (14) calendar days after being advised of the recall, he shall be struck from the recall list and shall be deemed to have resigned unless he has notified the Supervisor that he is unable to return to work due to illness, This provision shall have no application in the case where an employee refuses recall for casual work or term employment of less than twelve (12) months if the employee is employed elsewhere.
- (d) Employees are responsible for leaving their current address and phone number with the Employer.
- (e) An employee on layoff shall supersede the call in list and shall be offered work on a casual basis within the Administrative Area of the site from which he was laid off, up to the point when he has worked the regular hours for that site. When the employee is working as a Casual, his status as a laid off employee shall not change; he is considered a Casual and therefore not covered by provisions of this Collective Agreement, except the applicable rate set out in Schedule A-1, A-2 or A-3 for the site where he is working as a Casual. The total of the days worked on a casual basis shall extend the recall period set out in Article 2 1.12 by that total.
- (I) Subject to (a) above, no new employees shall be hired within the bargaining unit until those laid off have been given the opportunity of recall.

- (g) Where the Employer's business plan requires a site to be relocated, the affected employee(s) will move to the new site with full salary and benefits enjoyed at the original site, provided that if the relocation exceeds a radius of sixteen (16) kilometers for sites in Cape Breton Regional Municipality and Halifax-Dartmouth-Bedford-Sackville or a radius of thirty-two (32) kilometers in all other areas, the employee(s) may elect to treat the relocation as a layoff.

21.12 Termination of Recall Rights

If the layoff lasts for more than twelve (12) consecutive months without recall, the layoff shall be a termination of employment and recall rights shall lapse. Similarly, if an employee returns from a disability to the Recall List and remains on that list for more than twelve (12) consecutive months without recall, employment shall be terminated and recall rights shall lapse.

ARTICLE 22 - JOINT CONSULTATION

- 22.01 Within sixty (60) days of the signing of the Collective Agreement, the parties agree to establish a Labour Management Committee in each administrative area comprised of equal representation to meet for the purpose of discussing matters not pertaining to the Collective Agreement.
- 22.02 The terms of reference for the Labour Management Committees shall be developed by the Joint Committee on Labour Relations in accordance with Article 21.01.
- 22.03 Unless otherwise mutually agreed upon, meetings of the Labour Management Committee(s) shall be scheduled at least quarterly. Either party may submit agenda items.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Occupational Health and Safety Act

The Employer agrees to be bound by the provisions of ***the Occupational Health and Safety Act***, S.N.S. 1996, c7. Any breach of the Employer's obligations under that Act may be grieved pursuant to Article 11.

23.02 Occupational Health and Safety Committee(s)

In accordance with *the Occupational Health and Safety Act*, there shall be an Occupational Health and Safety Committee(s).

23.03 Alcohol, Drug 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 employees afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

ARTICLE 24 - UNIFORMS

24.01 Uniforms and Equipment

- (a) Employees will be required to wear a uniform as specified in the EHS Uniform Standards, as may be amended from time to time.
- (b) The Employer agrees to supply a uniform to employees as follows:

	FULL-TIME	REGULARPART-TIME
Shirts	6	3
Pants	4	2
socks	5	2
Black 2-1/2" belt	1	1
3 Seasons Jacket	1	1
Spring/Summer Jacket	1	1
Ball Cap	1	1
Winter Toque	1	1
1 Pair Safety Glasses	1	1

All new employees hired since the previous winter will be provided with a coat.

- (c) The Employer shall replace the above components of the uniform as reasonably required upon return of the worn out clothing, but an employee shall receive no more than two (2) pairs of socks per calendar year. The Employer will make reasonable efforts to supply and replace the uniforms in a timely manner.

- (d) The Employer will provide one (1) stethoscope for each truck.
- (e) The Employer shall reimburse employees who have completed their probationary period for the cost of purchase of components of the EHS approved standard uniform or standard paramedic equipment, to a maximum of fifty dollars (\$50.00) per year, upon presentation of receipt(s).
- (f) Upon termination of employment, an employee is required to return all shirts, vests, jackets and ball caps provided as parts of the uniform. If an employee fails to do so, the employee is liable to the Employer for the cost of any part of the uniform issued to the employee. The Employer is authorized to deduct such amount from the employee's pay, including vacation pay, and after any such deduction, the employee is then liable for any unpaid balance.

24.02 Safety Boots

Employees are required to wear CSA approved safety boots as specified in the EHS Uniform Standards, as may be amended from time to time. The Employer shall reimburse employees who have completed their probationary period for the cost of the purchase of CSA approved safety boots to a maximum of one hundred and fifty dollars (\$150.00), upon presentation of a receipt. The Employer shall reimburse employees for the cost of replacing safety boots to a maximum of one hundred fifty dollars (\$150.00) every two (2) years, upon presentation of a receipt; provided however, in exceptional circumstances, the Employer will consider such reimbursement before the expiry of two (2) years.

ARTICLE 25 - GENERAL CONDITIONS

25 .01 Rate of Pay During Accident Investigation

All employees covered by this Agreement who, while operating vehicles or equipment maintained by the Employer, become involved in any collision or accident with the said vehicle or mobile equipment, will continue to receive their normal rate of pay until the investigation of the collision or accident has been completed by the Employer.

25.02 Crew Quarters

- (a) The Employer agrees to make the following available to employees at crew quarters:
 - (i) Cable TV - the Employer will pay for the cable hookup or, where costs of cable hookup are prohibitive, a satellite dish hookup, to a maximum of one

hundred dollars (\$100.00) per site, provided employees based at the site pay the monthly charge;

- (ii) food preparation area;
 - (iii) fridge and microwave or stove; (existing sites which have both a microwave and stove shall continue to have both microwave and stove);
 - (iv) toilet facilities;
 - (v) personal lockers;
 - (vi) adequate furniture - sofa, chairs, tables, desk;
 - (vii) appropriate ventilation equipment;
 - (viii) sleeping quarters and beds (only at sites where there are 24 hour shifts);
 - (ix) dishes, pots, silverware;
 - (x) potable drinking water (if the tap water is potable, the Employer will pay for a cooler if employees based at the site pay for bottled water).
- (b) Employees shall have reasonable access to showers either at their own crew quarters or nearby (not in a private home).

25.03 Drivers License

Each employee shall be required to:

- (a) advise the Employer as soon as reasonably possible if the license allowing him to drive an ambulance (presently Class 4 or equivalent) is suspended or revoked or if there are any charges which may affect the validity of the driver's license;
- (b) upon the Employer's request, provide a driver's abstract, with any costs incurred to be at the Employer's expense.

25.04 EHS Registration

All employees must, as a condition of employment, be registered with the Province's Minister of Health at the P-1, P-2 or P-3 level. It is understood that the Employer will adhere to all rulings by EHS regarding registration.

The above meal time hours are based on a shift starting at 7 a.m. and meal time hours as defined above shall be adjusted in accordance with different start times, the first meal time hours beginning four (4) hours after the commencement of each shift

It is understood that an employee must work throughout the full period of the meal time hours to be entitled to a meal break. For example, an employee working the twelve (12) hour shift from 7 a.m. to 7 p.m. would only be entitled to the one (1) break during his shift - between 11:00 a.m. and 3:00 p.m.

Employees in the Halifax, Dartmouth, Bedford, Sackville and Cape Breton Regional Municipality shall be assigned noon time breaks (but not other meal breaks) by the Employer through the Communications Centre.

- (b) Employees are entitled to spend their one-half (1/2) hour paid meal break at a base or posting with lunchroom facilities. Employees who are unable to do so shall receive the appropriate meal allowance set out in paragraph (a).
- (c) When an employee does not receive the required meal break, in addition to paying the employee the meal allowance set out in paragraph (a) above, the Employer shall make every reasonable effort to arrange for the employee to receive a one-half (1/2) hour meal break later in the shift.
- (d) The Employer may grant meal allowances for other than the above where the Employer deems circumstances warrant.
- (e) The Employer shall make reasonable efforts (subject to such factors as reasonable cost of installation, availability of space, and health and safety requirements) to install electric coolers in ambulances.

27.05 Posted Schedule

The regular work schedule for all employees shall be posted in an appropriate place at least four (4) calendar weeks in advance of the schedule to be worked.

27.06 Compensation for Partial Shift

An employee who reports to work for his shift or any other shift and is sent home due to lack of work shall be compensated for one full shift.

27.07 Consecutive Days Off

Each employee shall be scheduled for minimum of two (2) consecutive days off in each week unless other acceptable arrangements are mutually agreed upon.

27.08 Stand-By

- (a) Stand-by is a condition of employment whereby employees are required and so designated by the Employer to maintain themselves immediately available for work during a defined period outside their regular hours of work.
- (b) Only employees at sites in the right hand column of Schedule "B-2" (sites transitioning to an average work week of forty-eight (48) hours on March 31, 2002) shall be required to be on stand-by. The employees at such sites shall not be required to be on stand-by for more than twenty-four (24) hours per week above their regularly scheduled hours; (exception: see Schedule B- 1, Note 2.)
- (c) Employees on stand-by shall be required to carry a pager and the Employer shall pay all costs associated with the pager.
- (d) An employee shall be paid Two Dollars and Fifty Cents (\$2.50) per hour for each hour he is scheduled to be on stand-by.
- (e) An employee on stand-by is required to report for duty when called and will be paid the applicable regular hourly rate upon reporting for duty. When reporting for duty on a stand-by, the employee will be guaranteed a minimum of four (4) hours regular pay.

ARTICLE 28 - OVERTIME

28.01 Overtime

Overtime means work in excess of an employee's regularly scheduled hours as set out in Article 27. Overtime may or may not result in an employee being compensated at a higher rate than his regular hourly rate.

28.02 Call in System

- (a) The Employer shall offer extra shifts on a voluntary basis to employees in accordance with the call-in system set out in Article 28.08. Employees who volunteer to work the extra shifts shall be compensated at the straight time rates which apply at the site of the call-in.

- (b) If the Employer is unable to obtain sufficient volunteers at straight time rates under paragraph (a), the Employer is unrestricted in assigning the available shifts and may assign the shifts to casuals, supervisors, or other persons excluded from the bargaining unit.
- (c) If the Employer is still unable to fill the shifts and wishes to do so, then the Employer shall offer the shifts to employees in accordance with a call-in system set out in Article 28.08, but at premium rates, that is time and one-half (1 1/2 x) the rates for the site of the call-in.

28.03 Premium Pay

An employee shall be compensated at the rate of time and one-half (1 1/2 x) the applicable regular hourly rate for time worked where an employee:

- (a) is required to work in excess of his regularly scheduled hours at the end of his regular shift or beyond the end of a call-in shift, in both cases subject to Article 28.04 (Overtime Eligibility); or
- (b) works an extra shift offered to the employee in the second round of the call-in system referred to in Article 28.02(c).

28.04 Overtime Eligibility

An employee must work at least fifteen (15) minutes beyond his regular shift before being eligible for premium pay.

28.05 Computation of Overtime

In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

28.06 Form of Compensation/Banking Excess Hours

Compensation for overtime shall be paid except where, upon request of the employee, overtime will be granted in the form of time off in lieu of overtime hours worked.

- (a) Where an employee works hours in excess of his regularly scheduled hours of work, the employee may bank the excess hours, along with any hours banked under Article 19.04 (work on a holiday).

- (b) Employees may request time off with pay from the banked hours and may, subject to operational efficiency, be granted time off with pay drawn from his banked hours.
- (c) Banked hours remaining in the bank as of November 15 in any year shall be paid out on the first pay in December.
- (d) In all cases, banked hours will be paid out at the rate they were earned with the hours first banked to be paid out first (first in, first out).
- (e) It is understood that the determination of whether operational efficiency permits time off to be granted shall be at the sole and absolute discretion of the Employer (and during the life of this Collective Agreement shall not be the subject of a grievance). As a means of resolving chronic on-going difficulties in granting time off at a particular site, the issue may be referred to the Joint Committee on Labour Relations.

28.07 Call In

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

28.08 Call-In System

(a) Availability Lists:

- (i) The call-in system will be based on availability lists which will be prepared both by site and by administrative area, in both cases by classification, that is, Basic Life Support (BLS) and Advanced Life Support (ALS); (for the purposes of this provision, P2 and P3 shall be considered to be the ALS classification). As a result, for each site, there will be a BLS availability list and an ALS availability list (“site BLS list” and “site ALS list”); for each administrative area, there will be a BLS availability list and an ALS availability list (“administrative area BLS list” and “administrative area ALS list”).
- (ii) For the purposes of this Article 28.08 (call-in system), the Halifax-Dartmouth-Bedford-Sackville administrative area shall be considered one (1) site.

- (iii) Employees are only eligible for the site availability list for their regular site and for the administrative area availability list for the administrative area which includes their regular site.
- (iv) When the availability lists are first established, employees will be given an opportunity to indicate their willingness to have their names placed on the availability lists. Once a month' employees may either have their name added to or deleted from the availability lists, with twenty-four (24) hours' notice.
- (v) An employee who places his name on an administrative area availability list shall indicate any sites in the administrative area for which he does not wish to be called.
- (vi) An employee who places his name on an availability list shall provide the Employer with at least one contact number (telephone number or pager number), but no more than two (2) contact numbers.
- (vii) The lists shall initially be arranged in order of seniority. An employee who accepts a call-in shall be moved to the bottom of the availability list from which he was called. (If an employee accepts a call-in **from the site** availability list, he moves to the bottom of that list, but does not move on the administrative area availability list.) An employee who refuses a call-in shall not be moved. If an employee adds his name to the availability lists, the Employer shall place the employee on the availability lists (both site and administrative area) by starting at the top of each list and placing him immediately above the first employee on the list who is junior to the employee being added.

(b) Less Than Twenty-Four (24) Hours' Notice

- (i) Where the Employer has less than twenty-four (24) hours' notice of the need for a call-in, the Employer shall administer the call-in system based on the site availability lists only, first by the classification being replaced (BLS/ALS) and then by the other classification. For example, if a BLS employee is being replaced, persons are called in first from the site BLS list and then from the site ALS list; conversely, if an ALS employee is being replaced, persons are called in first from the site ALS list and then from the site BLS list; there is no requirement to proceed to the administrative area availability lists. If no one on the site availability lists is available or can be contacted at the time of the call, then the Employer is unrestricted in offering the shifts.

- (ii) If the Employer is unable to contact an employee after calling the contact number@) provided by the employee, the Employer may immediately proceed to the next name on the availability list. For example, if the Employer attempts to contact employee number 1, but is unable to contact the employee and leaves a message for the employee to call and the Employer then contacts employee number 2, who is lower on the availability list, and employee number 2 agrees to take the shift, the shift remains assigned to employee number 2 even if employee number 1 subsequently calls back and wants to work the shift,

(c) More Than Twenty-Four (24) Hours' Notice and up to Seven (7) Days' Notice

- (i) Where the Employer has more than twenty-four (24) hours' notice, and up to seven (7) days' notice, of the need for a call-in, the Employer shall administer the call-in system based on the availability lists as follows:
 - (A) first, by the site availability list for the classification being replaced;
 - (B) secondly, by the administrative area availability list for the classification being replaced;
 - (C) thirdly, by the site availability list for the other classification;
 - (D) fourthly, by the administrative area availability list for the other classification.

For example, assuming a BLS is being replaced: first by site BLS list, secondly by administrative area BLS list; thirdly, by site ALS list and fourthly, by administrative area ALS list.

Conversely, if an ALS is being replaced: firstly by site ALS list; secondly, by administrative area ALS list; thirdly by site BLS list and fourthly by administrative area BLS list.

- (ii) If the Employer is unable to contact an employee after calling the contact number(s) provided by the employee, but is able to leave a message for the employee requesting the employee to call, the Employer may proceed to the next name on the availability list after giving the employee a reasonable opportunity to respond. For example, if the Employer attempts to contact employee number 1, but is unable to contact the employee and leaves a message for the employee to call and, after giving employee number 1 a reasonable opportunity to respond, the Employer then contacts employee number 2, who is lower on the availability list, and employee number 2 agrees to take the shift, the shift remains assigned to employee

- (b) If the Employer is unable to obtain sufficient volunteers at straight time rates under paragraph (a), the Employer is unrestricted in assigning the available shifts and may assign the shifts to casuals, supervisors, or other persons excluded from the bargaining unit.
- (c) If the Employer is still unable to fill the shifts and wishes to do so, then the Employer shall offer the shifts to employees in accordance with a call-in system set out in Article 28.08, but at premium rates, that is time and one-half (1½ x) the rates for the site of the call-in.

28.03 Premium Pay

An employee shall be compensated at the rate of time and one-half (1½ x) the applicable regular hourly rate for time worked where an employee:

- (a) is required to work in excess of his regularly scheduled hours at the end of his regular shift or beyond the end of a call-in shift, in both cases subject to Article 28.04 (Overtime Eligibility); or
- (b) works an extra shift offered to the employee in the second round of the call-in system referred to in Article 28.02(c).

28.04 Overtime Eligibility

An employee must work at least fifteen (15) minutes beyond his regular shift before being eligible for premium pay.

28.05 Computation of Overtime

In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

28.06 Form of Compensation/Banking Excess Hours

Compensation for overtime shall be paid except where, upon request of the employee, overtime will be granted in the form of time off in lieu of overtime hours worked.

- (a) Where an employee works hours in excess of his regularly scheduled hours of work, the employee may bank the excess hours, along with any hours banked under Article 19.04 (work on a holiday).

8.10 Overtime Restriction

Except in the case of a disaster or extreme emergency, employees who are scheduled for twelve (12) hour shifts or less shall not work or be required to work in excess of twenty-four (24) continuous hours. Employees who are scheduled to work twenty-four (24) hour shifts shall not work or be required to work in excess of thirty-six (36) continuous hours.

ARTICLE 29 - LEAVES OF ABSENCE

29.01 Personal Leave

Employees may request a leave of absence without pay, provided such application is made in writing and the reason for such leave of absence is set out in such written request. Granting of personal leave shall be at the Employer's sole discretion.

29.02 Sick Leave

- (a) An employee who is unable to perform his duties because of illness or injury, which is not compensable under WCB, for a period not exceeding the elimination period required under Weekly Indemnity may be granted leave with pay, not to exceed the following in any fiscal (contract) year:
 - (i) One hundred forty four (144) hours for employees who work eighty four (84) hours bi-weekly;
 - (ii) One hundred sixty eight (168) hours for employees who work ninety six (96) hours bi-weekly;
 - (iii) One hundred ninety two (192) hours for employees who work one hundred and twelve (112) hours bi-weekly.

- (b) **Proof of Illness**
 - (i) An employee who is ill shall notify the Employer as soon as reasonably possible upon recognizing that he will be unable to report for work.
 - (ii) An employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence exceeding three (3) consecutive days for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Employer has reason to believe an employee is misusing sick leave

privileges, the Employer may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.

- (iii) For the purposes of proof of illness (and also for medical clearance to return to work), the Employer may require that the employee be examined by an alternate physician. If the employee is dissatisfied with the alternate physician selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with the names of three (3) other physicians and the employee will select one (1) of the three (3). Where the Employer refers an employee to an alternate physician pursuant to this Article, and where medical fees in excess of those covered by any **medical insurance are** incurred by the employee, the Employer shall pay the cost of those fees.

29.03 Other Uses for Sick Leave

An employee may also use their sick leave allowance for the following purpose:

- (a) Sick Leave for Family Illness

In the case of illness of a member of an employee's immediate family, meaning spouse, son, daughter, father or mother and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his immediate management supervisor, leave with pay up to one (1) working day per fiscal year, for the purpose of making such arrangements as are necessary to permit the employee's return to work.

- (b) Leave for Medical and Dental Appointments

Subject to providing as much notice as reasonably possible to the Employer, employees shall be allowed paid leave of absence up to two (2) working days per fiscal year, in order to engage in personal preventative medical and dental care.

- (c) Leave for Birth or Adoption of Child

An employee shall be granted leave with pay of one (1) day either;

- (i) where an employee's spouse gives birth to a child; or
- (ii) for the purpose of adoption of a child pursuant to the laws of the Province.

(d) Leave for Emergency

An employee shall be granted leave of absence with pay of one (1) working day per fiscal year to attend to an emergency of a nature not provided elsewhere in this Agreement which cannot be attended to by others or attended to by an employee at a time when he is normally off duty.

29.04 Summary/Clarification

For clarification, the combined use of sick leave shall not exceed the number of hours set out in Article 29.0 1, and within that time;

- (a) Leave for personal illness or injury shall not exceed the number of days set out in Article 29.0 1;
- (b) Sick leave for family illness shall not exceed one (1) day per fiscal year;
- (c) Leave for medical or dental appointments shall not exceed two (2) days per fiscal year;
- (d) Leave for the birth of a child or adoption shall not exceed one (1) day per fiscal year;
- (e) Leave for emergency shall not exceed one (1) day per fiscal year.

Employees who exhaust all or part of their allotted sick leave entitlement in one (1) fiscal year shall have it reinstated on April 1 of the following fiscal year.

29.05 Leave for Family Illness

In the case of illness of a member of an employee's immediate family, meaning spouse, son, daughter, father or mother and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his immediate management supervisor, leave with pay up to one (2) working days per fiscal year, for the purpose of making such arrangements as are necessary to permit the employee's return to work.

29.06 Proration of Sick Leave

- (a) A new employee who is appointed subsequent to April 1 shall have his maximum sick leave entitlement for the first fiscal year prorated in accordance

with the number of months of service he will accumulate in the fiscal year of appointment.

- (b) Where, as a result of a job posting, an employee is transferred from one site to another and the transfer results in a change in the employee's regular weekly hours of work (and therefore the amount of sick leave), the employee's sick leave entitlement for the year shall be prorated based on the amount of time during the year spent at each site.

29.07 Court Leave

- (a) Any employee who is required by subpoena or summons to attend as a witness in any Court proceeding which is work related shall be entitled to the following:
 - (i) when such attendance is required at a time when the employee would otherwise be at work - leave of absence without loss of regular pay;
 - (ii) when such attendance is required at a time when the employee is scheduled off or on leave - pay for time in Court, plus reasonable travel time, all subject to a maximum of twelve (12) hours per day and a minimum of four (4) hours per day.
- (b) Any employee who is required by subpoena to attend as a witness in an arbitration under this Collective Agreement shall be granted leave of absence with regular pay provided that where an employee is not subpoenaed by the Employer, the Union shall reimburse the Employer for fifty percent (50%) of the amount paid to the employee for the leave.

When such attendance is required by the Employer at a time when the employee is scheduled off or on leave - pay for time in arbitration, plus reasonable travel time will be paid to a maximum of twelve- (12) hours per day and a minimum of four (4) hours per day.

29.08 Pregnancy Leave

- (a) Pregnancy leave: A pregnant employee, who has been employed by the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon
 - (i) giving the Employer notice of the date that she will begin the leave and the date she will return to work as required by Article 29.08 (f), and

- (ii) providing to the Employer, where the Employer so requests, a certificate of a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (b) Beginning of leave: Pregnancy leave pursuant to this Article begins on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (c) End of leave: Pregnancy leave pursuant to this Article ends on such date
 - (i) not sooner than one (1) week after the date of delivery; and
 - (ii) not later than seventeen (17) weeks after the pregnancy leave began pursuant to this Article,as determined by the employee.
- (d) Requirement by Employer to take leave: Notwithstanding Article 29.08 (a), (b) and (c), the Employer may require a pregnant employee, who has been employed by the Employer for at least one (1) year, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected.
- (e) Human Rights Act: For greater certainty, nothing in this Article affects any protection provided to a pregnant employee regardless of the length of employment, by *the Nova Scotia Human Rights Act*.
- (f) Notice: An employee shall give the Employer four (4) weeks' notice of
 - (i) the date the employee will begin pregnancy leave pursuant to this Article; and
 - (ii) the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.
- (g) Amendment of notice: The notice given pursuant to Article 29.08 (f) may be amended from time to time by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;

- (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work
- (h) **Short notice:** An employee shall give the Employer through the Manager of Human Resources as much notice as reasonably practicable of:
- (i) the date the employee will begin the pregnancy leave where she is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy; and
 - (ii) the delivery where the actual delivery occurs sooner than expected;
- and Article 28.08 (f) does not apply.
- (i) **Notice in Writing:** Notice given pursuant to this Article shall be put in writing where the Employer so requests.
- (i) **Resumption of work:** When an employee returns to work upon the expiry of a leave of absence taken pursuant to this Article 29.08, the Employer shall permit the employee to resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave. Where the position no longer exists, the matter shall be referred to the Joint Committee on Labour Relations.
- (k) **Maintenance of benefit plan:** While an employee is on pregnancy leave, the Employer shall maintain coverage for Group Life (Article 31.02), Extended Health Benefit Plan (Article 31.03), Weekly Indemnity and Long Term Disability (Article 3 1.04) and shall pay the premium cost for maintaining such coverage during the period of the pregnancy leave.
- (l) **Service and seniority:** While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. Vacation leave credits will be prorated for the period of time the employee is not on such leave during the vacation year.

- (m) Illness during pregnancy: Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 29.08 may be granted in accordance with the provisions of Article 31.04 (Weekly Indemnity).

29.09 Pregnancy Leave Allowance

The Employer agrees to pay a pregnancy leave allowance effective on the date of signing of this Agreement in accordance with the following:

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance (EI) benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.
- (b) In respect to the period of pregnancy leave, payment made according to the SUB Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period; and
 - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly EI benefits the employee is eligible to receive and eighty percent (80%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI 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 bi-weekly rate of pay to which the employee is entitled for her classification on the day immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) 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 SUB Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada where her annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

29.10 Parental Leave

- (a) Parental leave: An employee, who has been employed by the Employer for at least one (1) year, and who becomes, before or after this Article comes into force, a parent of one (1) or more children through the birth of a child or children is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Employer notice of the date that the employee will begin the leave and the date the Employee will return to work, as required by Article 29.10 (f), (g) and (h).
- (b) Beginning and end of leave after pregnancy leave: Where an employee takes pregnancy leave pursuant to Article 29.08 and the employee's new-born child or children arrive in the employee's home during the pregnancy leave, parental leave pursuant to this Article:
 - (i) begins immediately upon completion of the pregnancy leave and without the employee returning to work; and
 - (ii) ends not later than seventeen (17) weeks after the parental leave began pursuant to this Article, as determined by the employee.
- (c) Beginning and end of leave otherwise: Where Article 29.10 (b) does not apply, parental leave pursuant to this Article
 - (i) begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the employee's home; and
 - (ii) ends not later than seventeen (17) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier,as determined by the employee.

- (d) **Interruption of leave by hospitalization of child:** Notwithstanding Articles 29.10 (a), (b) and (c), where an employee has begun parental leave pursuant to these Articles and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work in accordance with Article 29.1 O(m) and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the Employer notice in accordance with Article 29.10 (f), (g) and (h).
- (e) **Limitation:** An employee is entitled pursuant to Article 29.10 (d) to only one (1) interruption and deferral of each parental leave.
- (f) **Notice:** An employee shall give the Employer four (4) weeks notice of
- (i) the date the employee will begin parental leave pursuant to Article 29.10 (a); and
 - (ii) the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.
- (g) **Amendment of notice:** Notice given pursuant to Article 29.10 (f) may be amended from time to time by the employee
- (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;
 - (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.
- (h) **Short notice:** An employee shall give the Employer as much notice as reasonably practicable of
- (i) the return to work of the employee pursuant to Article 29.10 (e); and
 - (ii) the resumption of parental leave by the employee in accordance with Article 29.10 (e);
- and Article 29.10 (f) does not apply.

- (i) **Notice in writing**: Notice given pursuant to this Article shall be put in writing where the Employer so requests.
- (j) **Proof of entitlement**: Upon the request of the Employer, where an employee takes parental leave pursuant to Article 29.10 (a) (b) and (c), interrupts and defers leave pursuant to Article 29.10 (d) or gives notice pursuant to Article 29.10 (h), the employee shall provide such proof as is reasonably necessary to establish the entitlement of the employee pursuant to those provisions.
- (k) **Certificate as proof**: The certificate of a legally qualified medical practitioner is sufficient proof for the purpose of Article 29.10 (j) of the matters attested to in the certificate.
- (l) **Maintenance of benefit plan**: While an employee is on parental leave, the Employer shall maintain coverage for Group Life (Article 31.02), Extended Health Benefit Plan (Article 31.03), Weekly Indemnity and Long Term Disability (Article 3 1.04) and shall pay the premium cost for maintaining such coverage during the period of the parental leave.
- (m) **Resumption of work**: When an employee returns to work upon the expiry of the leave of absence taken pursuant to Article 29.10, the Employer shall permit the employee to resume work in the same position she held prior to the commencement of the parental leave, with no loss of seniority or benefits accrued to the commencement of the parental leave. Where the position no longer exists, the matter shall be referred to the Joint Committee on Labour Relations.
- (n) **Service and seniority**: While on parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits, Vacation leave credits will be prorated for the period of time the employee is not on such leave during the vacation year.

29.11 Adoption Leave

- (a) An employee, who has been employed by the Employer for at least one (1) year and who becomes, before or after this Article comes into force, a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Employer notice of the date that the employee will

begin the leave and the date that the employee will return to work as required by Article 29.11 (f).

(b) Beginning and end of Adoption Leave: Adoption leave pursuant to paragraph

(a):

- (i) begins on such date coinciding with the child or children first arriving in the employee's home; and
- (ii) ends not later than seventeen (17) weeks after the adoption leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier;

as determined by the employee.

(c) Interruption of leave by hospitalization of child: Notwithstanding Articles 29.11 (a) and (b), where an employee has begun adoption leave pursuant to those Articles and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work in accordance with Article 29.11 (1) and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the Employer notice in accordance with Article 29.11 (g).

(d) Limitation: An employee is entitled pursuant to Article 29.11 (c) to only one (1) interruption and deferral of each adoption leave.

(e) Notice: An employee shall give the Employer four (4) weeks notice of

- (i) the date the employee will begin adoption leave pursuant to Article 29.11 (a); and
- (ii) the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.

(f) Amendment of notice: Notice given pursuant to Article 29.11 (e) may be amended from time to time by the employee

- (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;
- (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and

- (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work
- (g) Short notice: An employee shall give the Employer as much notice as reasonably practicable of
- (i) the first arrival of the child or children in the employee's home where that arrival is not anticipated or occurs sooner than reasonably expected;
 - (ii) the return to work of the employee pursuant to Article 29.11 (b); and
 - (iii) the resumption of adoption leave by the employee in accordance with Article 29.11(c);
- and Article 29.11 (e) does not apply.
- (h) Notice in writing: Notice given pursuant to this Article shall be put in writing where the Employer so requests.
- (i) Proof of entitlement: Upon the request of the Employer, where an employee takes adoption leave pursuant to Articles 29.11 (a) and (b), interrupts and defers leave pursuant to Article 29.11 (f), the employee shall provide such proof as is reasonably necessary to establish the entitlement of the employee pursuant to those provisions.
- (j) Certificate as proof: The certificate of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof for the purpose of Article 29.11 (i) of the matters attested to in the certificate.
- (k) Maintenance of benefit plan: While an employee is on adoption leave, the Employer shall maintain coverage for Group Life (Article 31.02), Extended Health Benefit Plan (Article 31.03), Weekly Indemnity and Long Term Disability (Article 31.04) and shall pay the premium cost for maintaining such coverage during the period of the adoption leave.
- (l) Resumption of work: When an employee returns to work upon the expiry of the leave of absence taken pursuant to Article 29.11 (e) or (f), the Employer shall permit the employee to resume work in the same position he held prior to the commencement of the adoption leave. Where the position no longer exists, the matter shall be referred to the Joint Committee on Labour Relations.

- (m) Vacation leave credits will be prorated for the period of time the employee is not on such leave during the vacation year.
- (n) Service and seniority: While on adoption leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits. Vacation leave credits will be prorated for the period of time the employee is not on such leave during the vacation year.

29.12 Adoption Leave Allowance

- (a) An employee entitled to adoption leave under the provision of this Agreement, who provides the Employer with proof that he has applied for and is eligible to receive employment insurance (EI) benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.
- (b) In respect to the period of Adoption Leave, payments made according to the SUB Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period; and
 - (ii) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly EI benefits the employee is eligible to receive and eighty percent (80%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI 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 bi-weekly rate of pay to which the employee is entitled for her 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-six

(26) 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 SUB Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada where her annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the Employment Insurance Act.

29.13 Interview Leave

When an employee participates in a personnel selection process for a position with the Employer, including a promotion, and the employee's presence is required for purposes of the selection or promotion process including such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is required:

- (a) the employee shall be granted a leave of absence with pay for the required period; or
- (b) the Employer shall reschedule the time when the employee's presence is required.

provided the employee requests a leave of absence of his supervisor as soon as possible after the requirement of his presence is known.

29.14 Bereavement Leave

- (a) If a death occurs in the employee's immediate family when the employee is at work, the employee shall be granted leave with pay for the remainder of his scheduled shift. The employee shall also be granted seven (7) calendar days' leave of absence effective midnight following the death and shall be paid for all shifts the employee is scheduled to work during the seven (7) calendar day period. "Immediate Family" is defined as the employee's father, mother, guardian, brother, sister, spouse, child, father-in-law, mother-in-law, step-child or ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) Every **employee shall** be entitled to leave with pay up to a maximum of one (1) day in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, and may be granted up to two (2) days for travel for purposes of attending the funeral and shall be paid for those travel days which are not regularly scheduled days of rest.
- (c) Every employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the employee.
- (d) The above entitlement is subject to the proviso that proper notification is made to the Employer.
- (e) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to his vacation or sick leave credits.

ARTICLE 30 - VACATIONS

30.01 Vacations

- (a) Effective April 1, 2000, employees will be entitled to vacation leave with pay based on continuous service as of March 31 of the previous vacation year on the following basis:
 - (i) less than one (1) year: three (3) weeks on a pro rata basis;
 - (ii) one (1) year or more: three (3) weeks;
 - (iii) six (6) years or more: four (4) weeks;
 - (iv) seventeen (17) years or more: five (5) weeks;
 - (v) twenty-five (25) years or more: six (6) weeks.
- (b) Weeks of vacation leave under paragraph (a) will be converted to hours on the basis of one (1) week being equivalent to the average number of hours in an employee's regularly scheduled work week.

Example #1 : Assume a Full-Time Employee had six (6) or more years of service as of March 31 and is therefore entitled to four (4) weeks' vacation. If his regularly scheduled work week averages

forty-two (42) hours, he receives one hundred sixty-eight (168) hours' vacation; if his regularly scheduled work week averages forty-eight (48) hours, he receives one hundred and ninety-two (192) hours' vacation; if his regularly scheduled work week averages fifty-six (56) hours, he receives two hundred and twenty-four (224) hours' vacation.

Example #2: If a Part-Time Employee is regularly scheduled to work an average of twenty-four (24) hours per week, one (1) week is converted to twenty-four (24) hours.

- (c) Employees who are on unpaid leave or are otherwise absent without pay for more than ten percent (10%) of the regular hours of work for the Employee's location shall have their paid vacation leave pro rated, provided however they shall not receive less than the following vacation benefits:
 - (i) vacation leave: employees with one (1) year or more service as of March 31 shall receive two (2) weeks' vacation (with vacation pay to be determined under clause (ii));
 - (ii) vacation pay will not be less than four percent (4%) of wages received from the Employer as taxable income in the previous vacation year, exclusive of vacation pay.
- (d) An employee who has received, in accordance with a collective agreement with a predecessor employer, more vacation leave entitlement than provided for in paragraph (a) above, shall continue to be entitled to that vacation leave, provided, however, an employee shall not be entitled to more than the six (6) weeks' maximum vacation leave entitlement under paragraph (a) above.

It is understood that this modified "grandparenting" applies only to employees previously employed under the New Glasgow collective agreement where employees were entitled to ten (10), fifteen (15) or twenty (20) working days' vacation leave depending on length of service. New Glasgow employees who have received more working days' vacation than they would be entitled to under paragraph (a) shall continue to receive the number of working days they received under the New Glasgow collective agreement, subject to the six (6) week maximum; if the shift length is reduced to less than the present twenty-four (24) hours, employees will receive less hours vacation, but will receive the same number of working days; any increase in vacation time for such employees shall be pursuant to paragraph (a).

30.02 Vacation Year

The vacation year shall be from April 1 to March 31.

30.03 Vacation Requests

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 Supervisor by March 1. The Employer shall make all reasonable efforts to post the vacation schedule by April 1.

30.04 Vacation Scheduling

The Employer shall make reasonable efforts to accommodate an employee's request for vacation. The following procedure shall be used in scheduling vacations for employees:

- (a) Vacations shall be scheduled by site, For this purpose Halifax-Dartmouth-Bedford-Sackville shall be considered one (1) site.
- (b) Subject to operational requirements (not ALS/BLS) preference for vacation at each site shall be on the basis of seniority, provided however:
 - (i) an employee shall not have preference based on seniority for more than two (2) weeks of vacation until other employees have had an opportunity to be scheduled for up to two (2) weeks;
 - (ii) an employee who fails to submit his vacation preference by March 1 shall lose any preferred status to other employees who have indicated their preference before that date. Vacation requests received after March 1 shall be considered on a first come first serve basis;
- (c) Employees will normally be required to take their vacation in blocks equivalent to the normal work cycle (for example, one (1) full week), provided however, employees may split their vacation periods into smaller increments (but no smaller than a full shift) with the approval of the Employer.

30.05 Payout of Vacations Entitlements

- (a) An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

- (b) An employee, upon his separation from the Employer, shall compensate the Employer for vacation which was taken but to which he was not entitled.
- (c) When the employment of an employee who has been granted more vacation with pay than he has earned is terminated **by** death, the employee is considered to have earned the amount of leave with pay granted to him/her.

30.06 Illness During Vacation

When an employee is scheduled to commence vacation and becomes ill or injured immediately prior to the commencement of his vacation or is admitted into hospital during his vacation (including an employee who is admitted into hospital during his vacation and also discharged during his vacation), an equivalent number of sick days may be taken provided he has 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.

30.07 Bereavement Leave During Vacation

When an employee is entitled to paid bereavement leave during his period of vacation, an equivalent number of days may be taken as rescheduled vacation days at a later date to be agreed upon between the Employer and the employee.

30.08 Vacation Carry-Over

An employee shall be granted permission to carry over one week of his vacation leave each year to the following year.

30.09 Vacation Records

An employee is entitled to be informed, upon request, of the balance of his vacation leave with pay credits.

30.10 Recall from Vacation

The Employer shall not recall an employee to duty after he has proceeded on vacation leave, subject to mutual agreement with the individual employee.

ARTICLE 31 - EMPLOYEE BENEFITS

31.01 Pension

Effective January 1, 2002, the Employer shall establish a defined contribution pension plan for the benefit of employees. The Employer's contribution to the pension plan shall be 2% of an employee's earnings based on regular salary and the Employer's contribution shall be matched by each employee.

3 1.02 Group Life Insurance Plan

It is a condition of employment that employees covered by this Agreement will participate in the Group Life Plan for employees. Employees shall pay the full cost of the Group Life Insurance.

31.03 Extendend Health Benefit Plan (Medical and Dental)

It is a condition of employment that employees covered by this Agreement will participate in the Extended Health Benefit Plan for employees. The Employer shall pay the full cost of this plan.

3 1.04 Short Term Disability and Long Term Disability

- (a) It is a condition of employment that the employees covered by this Agreement will participate in the Long Term Disability Program for employees. Employees shall pay the full cost of this program.
- (b) It is a condition of employment that the employees covered by this Agreement will participate in the Short Term Disability (Weekly Indemnity) Program for employees. Employees shall pay the full cost of this program.

3 1.05 Regular Part-Time Employees

In order for a Regular Part-time employee to be eligible to participate and to continue to participate in the group insurance (Articles 31.02,3 1.03 and 31.04), the employee must work at least twenty-four (24) hours per week, on average over the previous six (6) months.

3 1.06 Benefits Committee

Matters of general concern regarding employee benefits under Article 3 1 may be referred by either party to the Joint Committee on Labour Relations established pursuant to Article 21.01.

31.07 Employer's Responsibility

The Employer's responsibility under this Article is limited to the payment of necessary premiums to purchase the required insurance. It has no liability for the failure or refusal of the insurance carrier to honour an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in Articles 11 and 12 of this Agreement, except an allegation that the Employer has failed to pay the premiums required to purchase the required insurance coverage.

ARTICLE 32 - SEVERANCE PAY

32.01 Severance Pay

- (a) An employee who is in receipt of layoff notice and who opts to resign with severance pay in accordance with Article 2 1.07 (d)(iii) shall receive severance pay in the amount equal to one week pay for each year of service to a maximum of twenty-two weeks pay.
- (b) An employee who has his Long Term Disability benefits terminated after twenty-four (24) months, but before the expiry of thirty-six (36) months, shall be entitled to be placed on the recall list for twelve (12) months. If the employee is not placed in a position by the end of the twelve (12) months, he shall be entitled to receive severance pay as set out in (a) above.

32.02 Outstanding Debts Upon Death

If an employee whose employment is terminated by death has any outstanding debts with the Employer, the debts shall be deemed to have been paid in full.

ARTICLE 33 - EMPLOYER LIABILITY

33.01 Legal Expenses

The Employer shall pay an employee's legal costs up to a maximum of \$500.00 for any claim, action or other proceeding against the employee where the claim arises from the employee's work performance, provided:

- (a) the employee acted in good faith within the scope of his employment;
- (b) this does not apply to traffic violations by the employee unless the employee has been found not guilty, or to arbitration cases;
- (c) this is not applicable where the employee is entitled to recover legal costs under any insurance policy.

ARTICLE 34 - AMENDMENT

34.01 This agreement may be amended in writing by the mutual consent of both parties.

ARTICLE 35 - CORRESPONDENCE

35.01 Any notice, in writing, that a party wishes to give to the other party, shall be given by mail, prepaid and addressed as follows:

To the Employer: Director of Human Resources
EMC Emergency Medical Care Inc.
Suite 400
Bedford Tower
1496 Bedford Highway
Bedford NS B4A 1E5

To the Union: Nova Scotia Government Employees Union
100 Eileen Stubbs Avenue
Dartmouth NS B3B 1Y6

Either party may change its address at any time by giving notice of such change to the other party, as above provided.

35.02 Employees shall keep their current residential address and telephone number on file with the Employer and where any employee moves during the currency of the Collective Agreement, such employee shall deliver to the Employer a written notice of such Employee's new address and telephone number. The Employer shall be entitled to rely on the residential address and telephone number most recently on file with the Employer, when seeking to contact the employee. The Employer agrees not to release this information, without the consent of the employee, except to EHS or as required by law.

ARTICLE 36 - TERM OF AGREEMENT

36.01 Term


This Agreement shall be in force from the 1st day of April, 1999 (subject to Article 36.02) and shall remain in force until the day of March, 2002 and there after from year to year, unless one of the parties hereto notifies the other party in writing, within a period of not more than two (2) months prior to the scheduled termination date of the Collective Agreement, of its intention to revise and amend this Collective Agreement.

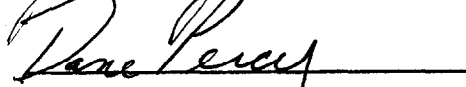
36.02 Retroactivity

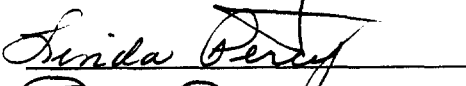
Retroactivity is limited to the following: Schedules A- 1, A-2 and A-3 are retroactive to the 1 st day of January, 2000; Memorandum of Agreement #5 (Retroactive Pay) is retroactive to the 1 st day of April, 1999.


DATED at Halifax, Nova Scotia, this 7th day of February, 2000.


SIGNED ON BEHALF OF THE
UNION






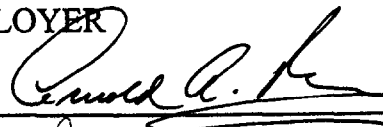


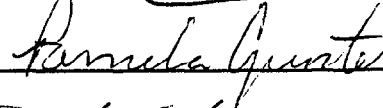


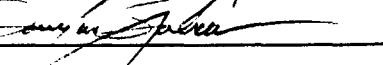


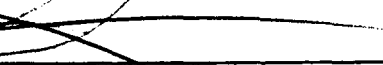



SIGNED ON BEHALF OF THE
EMPLOYER











SCHEDULE A-1
(Salary Scale for employees employed as of December 31, 1999
and remaining in the same classification)

<u>Classification</u>	<u>Completed Years of Service</u> <u>as of December 31, 1999</u>	<u>1-Jan-00</u>	<u>1-Jul-00</u>	<u>1-Jan-01</u>	<u>1-Jul-01</u>	<u>1-Jan-02</u>	
P1	Less than 1 Year	Annual	\$26,335	\$27,709	\$29,084	\$31,595	\$34,106
		Hrly - 56	9.04	9.52	9.99	10.85	11.71
		- 48	10.55	11.10	11.65	12.66	13.66
		- 42	12.06	12.69	13.32	14.47	15.62
	1 Year	Annual	\$27,051	\$28,518	\$29,985	\$32,627	\$35,270
		Hrly - 56	9.29	9.79	10.30	11.20	12.11
		- 48	10.84	11.43	12.01	13.07	14.13
		- 42	12.39	13.06	13.73	14.94	16.15
	2 Years	Annual	\$27,710	\$29,212	\$30,713	\$33,419	\$36,125
		Hrly - 56	9.52	10.03	10.55	11.48	12.41
		- 48	11.10	11.70	12.30	13.39	14.47
		- 42	12.69	13.38	14.06	15.30	16.54
	3 Years	Annual	\$28,209	\$29,586	\$30,963	\$33,544	\$36,125
		Hrly - 56	9.69	10.16	10.63	11.52	12.41
		- 48	11.30	11.85	12.41	13.44	14.47
		- 42	12.92	13.55	14.18	15.36	16.54
4 Years	Annual	\$28,708	\$29,960	\$31,213	\$33,669	\$36,125	
	Hrly - 56	9.86	10.29	10.72	11.56	12.41	
	- 48	11.50	12.00	12.51	13.49	14.48	
	- 42	13.14	13.72	14.29	15.43	16.54	

B

SCHEDULE A-1 (continued)

<u>Classification</u>	<u>Completed Years of Service as of December 31, 1999</u>	<u>1-Jan-00</u>	<u>1-Jul-00</u>	<u>1-Jan-01</u>	<u>1-Jul-01</u>	<u>1-Jan-02</u>	
P2	Less than 1 Year	Annual	\$28,246	\$29,535	\$30,824	\$33,306	\$35,788
		Hrly - 56	9.70	10.14	10.59	11.44	12.29
		- 48	11.32	11.83	12.35	13.34	14.34
		- 42	12.93	13.52	14.11	15.25	16.39
	1 Year	Annual	\$29,005	\$30,429	\$31,853	\$34,517	\$37,180
		Hrly - 56	9.96	10.45	10.94	11.85	12.77
		- 48	11.62	12.19	12.76	13.83	14.90
		- 42	13.28	13.93	14.58	15.80	17.02
	2 Years	Annual	\$29,736	\$31,268	\$32,800	\$35,612	\$38,424
		Hrly - 56	10.21	10.74	11.26	12.23	13.20
		- 48	11.91	12.53	13.14	14.27	15.39
		- 42	13.62	14.32	15.02	16.31	17.59
3 Years	Annual	\$30,236	\$31,642	\$33,049	\$35,737	\$38,424	
	Hrly - 56	10.38	10.87	11.35	12.27	13.20	
	- 48	12.11	12.68	13.24	14.32	15.39	
	- 42	13.84	14.49	15.13	16.36	17.59	
4 Years	Annual	\$30,735	\$32,017	\$33,299	\$35,861	\$38,424	
	Hrly - 56	10.55	10.99	11.44	12.31	13.20	
	- 48	12.31	12.83	13.34	14.37	15.39	
	- 42	14.07	14.66	15.25	16.42	17.59	

SCHEDULE A-1 (continued)

<u>Classification</u>	<u>Completed Years of Service as of December 31, 1999</u>	<u>1-Jan-00</u>	<u>1-Jul-00</u>	<u>1-Jan-01</u>	<u>1-Jul-01</u>	<u>1-Jan-02</u>	
P3	Less than 1 Year	Annual	\$31,113	\$32,274	\$33,435	\$35,872	\$38,310
		Hrly - 56	10.68	11.08	11.48	12.32	13.16
		- 48	12.47	12.93	13.40	14.37	15.35
		- 42	14.25	14.78	15.31	16.42	17.54
	1 Year	Annual	\$31,936	\$33,295	\$34,655	\$37,350	\$40,044
		Hrly - 56	10.97	11.43	11.90	12.83	13.75
		- 48	12.79	13.33	13.88	14.96	16.04
		- 42	14.62	15.24	15.87	17.10	18.33
	2 Years	Annual	\$32,776	\$34,353	\$35,929	\$38,901	\$41,873
		Hrly - 56	11.26	11.80	12.34	13.36	14.38
		- 48	13.13	13.76	14.39	15.59	16.78
		- 42	15.00	15.73	16.45	17.81	19.17
	3 Years	Annual	\$33,275	\$34,727	\$36,178	\$39,026	\$41,873
		Hrly - 56	11.43	11.93	12.42	13.40	14.38
		- 48	13.33	13.91	14.49	15.64	16.78
- 42		15.24	15.90	16.57	17.87	19.17	
4 Years	Annual	\$33,775	\$35,101	\$36,428	\$39,151	\$41,873	
	Hrly - 56	11.60	12.05	12.51	13.44	14.38	
	- 48	13.53	14.06	14.59	15.69	16.78	
	- 42	15.46	16.07	16.68	17.93	19.17	

Notes to Schedule A- 1:

1. Employees employed as of December 31, 1999 are placed on the above scale based on their length of service with the Employer (including predecessor Employers) as of December 31,1999; since service increments are built into each row in the above scale, employees wage rates are determined only by horizontal movement across the scale with time. For example, a Full-Time Employee who is a P2 with less than 1 year of service as of December 3 1, 1999 will be paid on the basis of an annual salary of \$28,246 effective January 1, 2000 and will move across that row with time so that effective January 1, 2002, he will be paid on the basis of an annual salary of \$35,788.
2. Employees who move to a higher classification (for example P1 to P3) after December 3 1, 1999 will be paid in accordance with Schedule A-3.

SCHEDULE A-2

<u>Classification</u>	<u>Completed Years of Service as of December 31/99</u>	<u>December 31/99 Standard Annual Salary</u>	<u>Jan. 1/2002 Target Annual Salary (before Special Adjustment)</u>
P1	Less than 1 year	\$24,960	\$31,833
	1 Year	25,584	32,919
	2 Years	26,208	33,717
	3 Years	26,832	33,717
	4 Years	27,456	33,717
P2	Less than 1 Year	\$26,957	\$33,402
	1 Year	27,581	34,701
	2 Year	28,205	35,863
	3 Years	28,829	35,863
	4 Years	29,453	35,863
P3	Less than 1 Year	\$29,952	\$35,756
	1 Year	30,576	37,375
	2 Years	31,200	39,081
	3 Years	31,824	39,081
	4 Years	32,448	39,081

SCHEDULE A-3
(Salary Scale for Employees who are Hired or Move to a Higher
Classification After December 31, 1999)

		<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Jan. 1, 2000	P1	Annual	\$25,984	\$26,661	\$27,333	\$28,049	\$28,708
		Hrly - 56	8.92	9.16	9.39	9.63	9.86
		- 48	10.41	10.68	10.95	11.24	11.50
		- 42	11.90	12.21	12.52	12.84	13.14
	P2	Annual	\$27,873	\$28,554	\$29,244	\$30,003	\$30,735
		Hrly - 56	9.57	9.80	10.04	10.30	10.55
		- 48	11.17	11.44	11.72	12.02	12.31
		- 42	12.76	13.07	13.39	13.74	14.07
	P3	Annual	\$30,705	\$31,395	\$32,111	\$32,934	\$33,775
		Hrly - 56	10.54	10.78	11.03	11.31	11.60
		- 48	12.30	12.58	12.86	13.19	13.53
		- 42	14.06	14.38	14.70	15.08	15.46
July 1, 2000	P1	Annual	\$27,009	\$27,738	\$28,458	\$29,267	\$29,960
		Hrly - 56	9.28	9.53	9.77	10.05	10.29
		- 48	10.82	11.11	11.40	11.73	12.00
		- 42	12.37	12.70	13.03	13.40	13.72
	P2	Annual	\$28,788	\$29,528	\$30,284	\$31,178	\$32,017
		Hrly - 56	9.89	10.14	10.40	10.71	10.99
		- 48	11.53	11.83	12.13	12.49	12.83
		- 42	13.18	13.52	13.87	14.28	14.66
	P3	Annual	\$31,458	\$32,214	\$33,023	\$34,044	\$35,101
		Hrly - 56	10.80	11.06	11.34	11.69	12.05
		- 48	12.60	12.91	13.23	13.64	14.06
		- 42	14.40	14.75	15.12	15.59	16.07
Jan. 1, 2001	P1	Annual	\$28,033	\$28,814	\$29,583	\$30,484	\$31,213
		Hrly - 56	9.63	9.89	10.16	10.47	10.72
		- 48	11.23	11.54	11.85	12.21	12.51
		- 42	12.84	13.19	13.55	13.96	14.29

SCHEDULE A-3 (continued)

<u>Classification</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>		
July 1, 2001	P2	Annual	\$29,704	\$30,502	\$31,323	\$32,352	\$33,299	
		Hrly - 56	10.20	10.47	10.76	11.11	11.44	
		- 48	11.90	12.22	12.55	12.96	13.34	
		- 42	13.60	13.97	14.34	14.81	15.25	
		P3	Annual	\$32,211	\$33,032	\$33,934	\$35,154	\$36,428
		Hrly - 56	11.06	11.34	11.65	12.07	12.51	
		- 48	12.91	13.23	13.60	14.08	14.59	
		- 42	14.75	15.12	15.54	16.10	16.68	
		P1	Annual	\$30,131	\$30,997	\$31,844	\$32,877	\$33,669
		Hrly - 56	10.35	10.64	10.94	11.29	11.56	
		- 48	12.07	12.42	12.76	13.17	13.49	
		- 42	13.80	14.19	14.58	15.05	15.43	
Jan. 1, 2002	P2	Annual	\$31,746	\$32,634	\$33,556	\$34,766	\$35,861	
		Hrly - 56	10.90	11.21	11.52	11.94	12.31	
		- 48	12.72	13.07	13.44	13.93	14.37	
		- 42	14.54	14.94	15.36	15.92	16.42	
		P3	Annual	\$34,168	\$35,090	\$36,122	\$37,599	\$39,151
		Hrly - 56	11.73	12.05	12.40	12.91	13.44	
		- 48	13.69	14.06	14.47	15.06	15.69	
		- 42	15.64	16.07	16.54	17.22	17.93	
		P1	Annual	\$32,230	\$33,180	\$34,106	\$35,270	\$36,125
		Hrly - 56	11.07	11.39	11.71	12.11	12.41	
		- 48	12.91	13.29	13.66	14.13	14.48	
		- 42	14.76	15.19	15.62	16.15	16.54	
	P2	Annual	\$33,788	\$34,767	\$35,788	\$37,180	\$38,424	
	Hrly - 56	11.60	11.94	12.29	12.77	13.20		
	- 48	13.54	13.93	14.34	14.90	15.39		
	- 42	15.47	15.92	16.39	17.02	17.59		
	P3	Annual	\$36,125	\$37,147	\$38,310	\$40,044	\$41,873	
	Hrly - 56	12.41	12.76	13.16	13.75	14.38		
	- 48	14.47	14.88	15.35	16.04	16.78		
	- 42	16.54	17.01	17.54	18.33	19.17		

SCHEDULE B-1
(RE AVERAGE REGULARLY SCHEDULED HOURS PER WEEK)

SITE	AVERAGE REGULARLY SCHEDULED HOURS PER WEEK
CAPE BRETON	
Arichat	56
Baddeck	56
Cape North/Dingwall	84 (1)
Cheticamp	120 on call (2)
Eskasoni	56
Glace Bay	48
Ingonish	84 (1)
Inverness	72 (1)
Margaree	84 (1)
New Waterford	56
North Sydney/Sydney Mines	56
Port Hawkesbury	56
St. Peters	84 (1)
Sydney	56
HALIFAX-DARTMOUTH METRO	
Metro District	42
Sackville	56 (P1); 48 (P2); 44 (P3)
NORTHERN	
Amherst	56
Kennetcook/Milford	56
New Glasgow	56
Oxford	56

SITE	AVERAGE REGULARLY SCHEDULED HOURS PER WEEK
Parrsboro	56
Pictou	56
Pugwash	56
Springhill	56
Tatamagouche	56
Truro	56
WESTERN	
Annapolis Royal	56
Barrington	54.5
Berwick	48
Bridgetown	56
Bridgewater / New Germany	56
Digby	56
Hubbards	56
Kentville	48
Liverpool	56
Mahone Bay (Formerly Blockhouse) / Lunenburg	56
Meteghan / Church Point	56
Middleton	48
Shelburne	54.5
Windsor	56
Wolfville	48
Woods Harbour	56
Yarmouth	56
EASTERN	
Antigonish	56

SITE	AVERAGE REGULARLY SCHEDULED HOURS PER WEEK
Canso	56
Country Harbour	67.2 (1)
Ecum Secum	56
Guysborough	56
Musquodoboit	56
Sheet Harbour	56
Sherbrooke	67.2 (1)

NOTES:

- (1) Employees at these sites are regularly scheduled for more than 56 hours per week, on average, but receive a salary based on 56 hours per week and are paid on an hourly basis at straight time rates for all hours in excess of the 56 hours. Where the average regular hours of work exceed the 56 hours per week, Employees will continue to receive straight time pay for any hours between the 56 hours and their regularly scheduled hours. The Employer will make every reasonable effort to recruit qualified individuals to work in these locations and to reduce the average regular hours of work to 56 hours per week as soon as reasonably possible. Unless otherwise agreed by the parties, the reduction to 56 hours per week in these locations will occur no later than April 1, 2001.
- (2) Re Cheticamp: At present, the Employees in Cheticamp do not operate out of a base, but are on call 120 hours per week. The Employer intends to have employees in Cheticamp operate out of a base in the near future. While this on call arrangement continues, employees in Cheticamp shall be paid on the basis of the annual salaries set out in Schedule "A-1" and, for all hours on call in excess of 56 hours per week, shall be paid in accordance with Article 27.08 on standby (except that the 24 hour per week restriction does not apply). Once they are operating out of a base, they shall not be regularly scheduled for more than 84 hours per week, on average (similar to employees at other sites in the Cape Breton Highlands) and Note 1 shall apply.

SCHEDULE B-2
(RE TRANSITION OF HOURS OF WORK)

APRIL 1, 2000 to 42 hrs.	OCT. 1, 2000 56 to 48 hrs.	APRIL 1, 2001 56 to 48 hrs.	OCT. 1, 2001 56 to 48 hrs.	MARCH 31, 2002 56 to 48 hrs.
Cape Breton Reg. Municipality	Amherst - Reg. Hosp.	Annapolis Royal	Arichat	Canso
All of Halifax, Dartmouth, Bedford & Sackville	Antigonish - Reg. Hosp.	Baddeck	Inverness	Cape North/Dingwall
	Bridgewater - Reg. Hosp.	Barrington	Meteghan / Church Point	Cheticamp
	Kentville - Reg. Hosp.	Bridgetown	Musquodoboit	Country Harbour
	New Germany (with Bridgewater)	Chester	Oxford	Ecum Secum
	New Glasgow - Reg. Hosp.	Digby	Parrsboro	Guysborough
	Truro - Reg. Hosp.	Eskasoni	Pictou	Ingonish
	Windsor	Hubbards	Port Hawkesbury	Margaree
	Yarmouth - Reg. Hosp.	Liverpool	Sheet Harbour	Sherbrooke
		Lunenburg	Springhill	Woods Harbour
		Mahone Bay (formerly Blockhouse)	St. Peter's	
		Milford / Kennetcook	Tatamagouche	
		Pugwash		
		Shelburne		
		Tantallon		

SCHEDULE C
ADMINISTRATIVE AREAS

1. Administrative areas refer to the following groupings which are set out by region as follows:

Cape Breton Region

- (a) Baddeck, Ingonish, Cape North, Cheticamp, Inverness, Margaree
- (b) Glace Bay, Sydney, North Sydney, New Waterford, Eskasoni
- (c) St. Peters, Arichat, Port Hawkesbury

Eastern Region

- (d) Antigonish, Guysborough, Canso, Country Harbour, Sherbrooke
- (e) Musquodoboit, Sheet Harbour, Ecum Secum

Halifax-Dartmouth Metropolitan Region

- (f) Halifax, Dartmouth, Bedford, Sackville

Western Region

- (g) Chester, Hubbards, Tantallon, Bridgewater, Blockhouse, New Germany, Lunenburg, Liverpool
- (h) Shelburne, Barrington, Woods Harbour, Yarmouth, Meteghan, Church Point
- (i) Berwick, Kentville, Wolfville, Windsor
- (j) Bridgetown, Digby, Annapolis, Middleton

Northern Region

- (k) New Glasgow, Pictou, Kennetcook, Shubenacadie, Truro, Tatamagouche
- (l) Amherst, Wallace, Pugwash, Oxford, Springhill, Parrsboro

SCHEDULE C (continued)

2. The administrative areas listed in (a) through (1), and also the regions, are subject to change by the Employer, provided that the change will not be made on an arbitrary basis or without full consultation with the Union.



MEMORANDUM OF AGREEMENT #1
(RE ARTICLE 18 - SENIORITY)

Since this is the first province-wide Collective Agreement between the parties and a seniority list has not yet been established, the parties agree to the following:

1. The parties agree to establish a Joint Committee (consisting of two (2) representatives from each party) to review the work history of employees who object to their date on the seniority list as posted.

The Employer will provide the Joint Committee with work history that it has in its possession for each employee.

An employee who requests a review of his work history shall be responsible for providing all relevant information to the Joint Committee.

After a claim has been reviewed by the Joint Committee, the Union shall make a recommendation to the Employer as to how the claim should be resolved.

If the Employer accepts the Union's recommendation, the recommendation shall be binding on the Employer, the Union and all employees.

If the Employer does not accept the Union's recommendation, the dispute shall be referred to a single arbitrator in accordance with #2 & 3 of this Memorandum.

2. The following expedited arbitration process will be used to resolve any dispute arising from an employee's objection to his date on the posted seniority list:
 - (a) the parties will meet to attempt to resolve the dispute;
 - (b) failing resolution, the parties will refer the dispute to a single arbitrator;
 - (c) if the dispute proceeds to arbitration, the parties shall make reasonable efforts to:
 - (i) establish and attempt to agree on the facts and prepare an Agreed Statement of Facts (which may be supplemented by oral evidence);
 - (ii) forward to the other party a copy of any document that it intends to use during any hearing; and,
 - (iii) minimize the use of witnesses at any hearing;

- (d) on request of the parties, the arbitrator may, prior to rendering a decision, assist the parties in mediating a resolution of the grievance;
 - (e) failing resolution, the arbitrator shall be instructed to render a written decision within seven (7) days of the presentation to him of an Agreed Statement of Facts or, in the event of a hearing, within seven (7) days of the hearing;
 - (f) the decision of the arbitrator shall be final and binding upon both parties.
3. No decision of the Employer based on seniority (other than a layoff) shall be reversed and the Employer shall not be liable for any such decision if such decision is based on the seniority list as posted unless the decision was made after the list had been corrected in accordance with an agreement of the parties or the decision of an arbitrator.

DATED at Halifax, Nova Scotia, this 7th day of February, 2000.

SIGNED ON BEHALF OF THE UNION

Joan Jessome
Dave Percy
Linda Percy
Paul D. De
John King
Kevin Smith

SIGNED ON BEHALF OF THE EMPLOYER

Paul G. G.
Pamela Hunter
Paul G. G.
Paul G. G.
Paul G. G.

MEMORANDUM OF AGREEMENT
GRANDPARENTING OF SERVICE CREDITS

The parties agree that any employee who, as of the date of signing, has received service credits will continue to receive such credits.

The Union agrees that the continuation of these service credits does not entitle any other employees who may not have received similar credits to receive such credits and does not constitute inconsistent application or discrimination which is contrary to the Agreement.

The Union agrees that it will not advance any grievance, either a Union grievance or an individual grievance, which is based on the continuation of such credits or alleges that the Employer has been inconsistent in its application of Article 18.04 or that the Employer has discriminated against other employees by grandparenting the aforementioned employees.

DATED at Halifax, Nova Scotia, this 7th day of February, 2000.

SIGNED ON BEHALF OF THE
UNION

Jean Jessome
Rene Percy
Linda Percy
Paul [unclear]
[unclear]
Kevin [unclear]

SIGNED ON BEHALF OF THE
EMPLOYER

[unclear]
[unclear]
[unclear]
[unclear]

MEMORANDUM OF AGREEMENT #3
BANKED SICK LEAVE

The parties agree that employees who were covered by a Collective Agreement prior to the signing of this Collective Agreement and have banked sick leave credits will have those credits paid out subject to the following conditions:

1. The sick leave credits shall be paid out on April 1, 2000 at the rate of one (1) sick day for every two (2) sick days banked at the rates of pay in effect prior to the signing of the Collective Agreement.
2. The total dollar value of the payout shall not exceed **\$70,000.00** which is based on the Employer's current calculation of total banked sick time equaling approximately **\$140,000.00**
3. Should the final calculation of total banked sick time exceed **\$140,000.00** when the final calculation is completed, sick leave will be paid out at a rate lower than No. 1 above.

DATED at Halifax, Nova Scotia, this 7th day of February, 2000.

SIGNED ON BEHALF OF THE
UNION

Joan Jerome
Dave Percy
Linda Percy
Paul [unclear]
[unclear]
Kevin [unclear]

SIGNED ON BEHALF OF THE
EMPLOYER

Donald Bell
Barbara Gunter
[unclear]
[unclear]
[unclear]

MEMORANDUM OF AGREEMENT #4
BENEFITS COMMITTEE TRANSITIONAL)

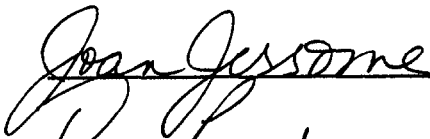

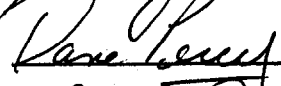
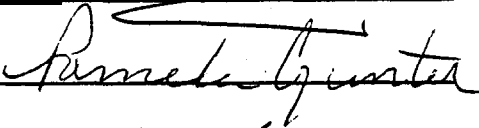
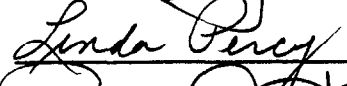
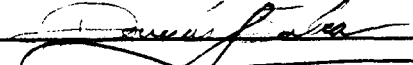


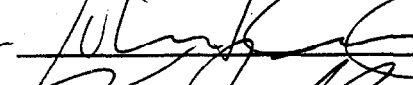

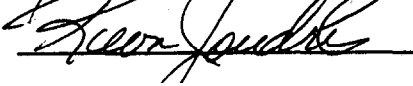

The parties agree to the establishment of a Benefits Committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall be in place for six (6) months from signing of the Collective Agreement to deal with transitional issues related to the introduction of employee benefits under Article 31.

After the six (6) month period for operation of the Benefits Committee, matters of general concern regarding employee benefits under Article 31 may be referred to the Joint Committee on Labour Relations in accordance with Article 3 1.06.

DATED at Halifax, Nova Scotia, this 7th day of February, 2000.

SIGNED ON BEHALF OF THE
UNION

SIGNED ON BEHALF OF THE
EMPLOYER

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

MEMORANDUM OF AGREEMENT #5
(RETROACTIVE PAY)

It is understood that employees have already received lump sum payments of Three Thousand Dollars (\$3,000) for the period April 1, 1999 to September 30, 1999, less required deductions, prorated based on hours worked, but with a minimum payment of One Thousand Five Hundred Dollars (\$1,500), less required deductions. There shall be no further retroactive pay for this period.

As retroactive pay for the period October 1, 1999 to December 31, 1999, the Employer shall pay each employee a lump sum payment of One Thousand Five Hundred Dollars (\$1,500), less required deductions, prorated based on hours worked, but with a minimum payment of Seven Hundred and Fifty Dollars (\$750), less required deductions.

DATED at Halifax, Nova Scotia, this 7th day of February, 2000.

SIG-NED ON BEHALF OF THE
UNION:

SIGNED ON BEHALF OF THE
EMPLOYER:





