

Collective Agreement

between

EMC Emergency Medical Care Incorporated

and the

International Union of Operating Engineers, Local 727

(April 1, 2008 - March 31, 2011)

12313 (04)

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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 (including their physical safety and psychological well being), 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.) **Effective April 1, 2010, part-time Employees will only be eligible for shifts at the premium rate after they have worked 84 hours in the pay period. Shift overruns will continue to be compensated at the premium rate.**
 - (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-four (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 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 International Union of Operating Engineers, Local **727**.

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/she 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 Employees 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 or registered nurses) shall not work on a ground or air ambulance, except as follows:

- (a) In recognition of the benefit of having Supervisors (and certain other management personnel who are paramedics or registered nurses) maintain their certification and skill level as paramedics and registered nurses, Supervisors (and those other management personnel who are paramedics or registered nurses) may work on a ground or air ambulance as follows:
 - (i) in Halifax-Dartmouth-Bedford-Sackville and Cape Breton Regional Municipality, Supervisors (or other management personnel who are Employees) may work on a day ambulance on Friday or any other mutually agreeable day, with one (1) week's notice to a Union Business Representative;

- (ii) for all other areas, Supervisors (or other management personnel who are paramedics or registered nurses) may work on a ground or air ambulance for any open shift (for example, when an Employee is on vacation or other scheduled day off), provided however:
 - A) a Supervisor shall not bump any Employee who has already been assigned the open shift;
 - B) for any individual Supervisor, there shall be a maximum of twelve (12) shifts per contract year; and
 - C) one (1) week's notice is to be provided to a Union Business Representative; and
- (iii) in any location, a Supervisor (or other management personnel who are paramedics or registered nurses) may work on a ground or air ambulance where an extra unit that is not normally scheduled is being used.
- (b) Nothing above restricts a Supervisor (or any other management personnel who are paramedics or registered nurses) from working on a ground or air ambulance:
 - (i) after the call-in list has been exhausted; or
 - (ii) in an emergency situation of wide scope such as a mass casualty incident.

Effective April 1, 2010, Supervisors and other management personnel who are paramedics or registered nurses, will not be restricted from working on the ambulance, however will not be paid at a premium rate unless shifts have first been offered to the bargaining unit at the premium rate.

- (c) Nothing above restricts a physician from replacing a scheduled flight shift of Flight Critical Care Paramedics and Flight Critical Care Nurses on the air ambulance:
 - (i) after the LifeFlight call-in procedure has been exhausted; or
 - (ii) in an emergency situation of wide scope such as a mass casualty incident.

ARTICLE 4 - APPLICATION

- 4.01 This Agreement, including the Memoranda of Agreement and the Schedules which are attached, applies to and is 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 or abuse 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 of 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 Office Administrator 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, because of his/her religious conviction or belief, cannot pay union dues and assessments, provided he/she 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. The Union's Business Representative 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 five (5) business days' 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/her 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/her work site without obtaining the permission of his/her 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 Business Representative 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/her 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 six (6) 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 fifty percent (50%) of regular time lost from work for each of the above representatives 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 Business Manager or designate and shall normally

remain posted for fourteen (14) calendar days. The Employer reserves the right to remove such notices, but should the Employer remove the notice prior to the expiry of the fourteen (14) calendar days, an Employer's representative shall give notice to the site Steward (or in the absence of a Steward, to the Union), along with his/her reasoning for the removal.

10.04 EHS Provincial Medical Policies and Procedures Manual

- (a) The Employer will provide a copy of the EHS Provincial Medical Policies (EHS LifeFlight Medical Protocols in the case of LifeFlight and Procedure Manual), with updates provided as available. The copy may be provided electronically, for example via the on-board e PCR tablet.
- (b) The Employer will continue to provide a handbook (a "field guide edition" of the Manual) to each ground paramedic.

10.05 Job Descriptions

- (a) Upon request by an Employee, the Employer shall provide to the Employee the position description for the position held by the Employee, provided however, the Employer is obliged to provide a position description to an Employee only once during the term of this Agreement, unless the position description is changed, in which case the Employer is again obliged to provide the new position description to an Employee once during the term of this Agreement.
- (b) The Employer shall ensure the position descriptions are reviewed, and revised if necessary, within one (1) year of the signing of this Agreement.
- (c) All revised position descriptions shall be provided to the Union within fifteen (15) days of any revision.
- (d) Reference to position descriptions in this Collective Agreement does not in any way restrict management rights with respect to job duties of a position or the assignment of work.

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/her complaint with his/her 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 to the Employee's supervisor or designate within twelve (12) days, including any time required under Article 11.01 (a), of the occurrence of the event giving rise to the grievance, or of the time the Employee could reasonably be expected to be aware of the occurrence of the event giving rise to the grievance, but in no case more than thirty (30) days after the occurrence of the event. 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 Business Representative 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/her 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 Business Representative 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 Business Representative, 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 suspension or 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 Business Representative 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 Business Representative 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 Business Representative.

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 12.01. 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 the 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/she 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/she 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/her resignation within seventy-two (72) hours from the time it was submitted to the Employer.

ARTICLE 14 - PERFORMANCE APPRAISALS

- 14.01 (a) 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.
- (b) Performance appraisals will be conducted on a regular predetermined schedule and will be conducted during the regular working hours of the Employee.
- (c) 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 twenty-four (24) hours notice of the performance appraisal meeting with such meeting to take place during an Employee's regular hours of work, unless the Employee agrees to less notice and/or a different time.

- (d) 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.
- (e) An Employee who chooses not to accept extra workload and/or duties (e.g., extra shifts or volunteer positions including interim SOP), will not, as a result, receive an unacceptable evaluation. However, an Employee who chooses to accept extra workload and/or duties may, as a result, be commended and the extra workload and/or duties may have a positive affect on that Employee's evaluation.
- (f) 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.
- (g) 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 Executive Board of the Union for the attendance at Board meetings;
 - (ii) as delegates to attend conventions of the Union's affiliated bodies including, IUOE, CLC, Nova Scotia Federation of Labour;
 - (iii) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
 - (iv) 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 Executive Board 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 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.

15.05 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.

15.06 Leave of Absence for Union President

An extended leave of absence for the President of the Union shall be granted in accordance with the following:

- (a) An Employee who declares his/her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring his/her intention to seek the office of the President.
- (b) An Employee elected or appointed as President of the Union may, on request of the Union's Business Manager, be given leave of absence without pay.
- (c) For the purposes of paragraph (b), the leave of absence
 - (i) shall be for six (6) months or longer;
 - (ii) shall commence and end as determined by the Union, provided one (1) month's notice of both the commencement and expiry of the leave is provided to the Employer.
- (d) All Employee benefits (Article 31) of the Employee shall continue in effect while the Employee is on leave of absence and the Union shall reimburse the Employer for the Employer's share of the contributions.
- (e) 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.
- (f) Upon expiration of his/her leave of absence, the Employee shall be reinstated in the position he/she held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (g) 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.
- (h) 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.

15.07 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/her probationary period) whose employment was terminated for any reason and who is re-employed 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/her 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/her probationary period, the Employer shall:
 - (i) advise the Employee of the reason(s) in general; and
 - (ii) where the dismissal is for reasons other than wilful misconduct or disobedience or neglect of duty, 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/her 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 five (5) business 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 human resources 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 forty-eight (48) hours notice, may examine their human resources file in their respective administrative areas and within seventy-two (72) 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/her 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) Annually 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/her 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/her return to work to object in writing to his/her 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/her seniority date, the Employee may not dispute his/her 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/her 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/her 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/her recall, unless he/she 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; or
- (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/her first twenty-four (24) months of disability, but prior to the expiry of thirty-six (36) months from his/her initial date of disability, and his/her recall rights expire in accordance with Article 21.12; (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/her regular site, but is only entitled to be placed on the Recall List pursuant to Article 21.11).

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) on hiring of an Employee such as credits recognized for time worked with other Employers as an Employee.
- (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.

Any other day declared by the Province of Nova Scotia to be a general holiday.

- (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) (i) 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.
- (ii) For those Employees who work shifts of varying length in a rotation, holiday pay shall be calculated based on the average length of regularly scheduled shifts in the rotation which is calculated on the following formula: total regularly scheduled hours in a rotation divided by total of regularly scheduled shifts in a rotation.

Example: Assuming that an Employee works a sixteen (16) week rotation during which the Employee works fourteen (14) 24-hour shifts and twenty eight (28) 12-hour shifts for a total of 672 hours and 42 shifts.

– Calculation of average shift length: $672 \text{ hours} \div 42 \text{ shifts} = 16 \text{ hours per shift}$.

- (d) In accordance with Article 1.01 (d)(ii), holiday pay for a regular part-time Employee is pro-rated based on the Employee's regularly scheduled hours of work. Holiday pay is therefore calculated on the Employee's regular shift length pro-rated based on the part-time Employee's total regularly scheduled hours of work in a rotation compared to the total regularly scheduled hours of work for a full-time Employee in a rotation (a percentage sometimes referred to as "full-time equivalency").

Example of calculation of holiday pay for each holiday for which a regular part-time Employee is entitled to receive holiday pay:

– assumption: a regular part-time Employee works 48 hours in a pay period at a site where the regular shift is 12 hours;

– calculation:

full-time equivalency: $48 \text{ hours} \div 84 \text{ hours} = 58\%$

holiday pay: $58\% \text{ of } 12 \text{ hours} = 6.96 \text{ hours pay}$

19.02 Exception

Article 19.01 does not apply to an Employee who is absent without pay on either his/her working day immediately preceding or his/her 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

- (a) Where a day that is a designated holiday for an Employee as defined in Article 19.01, falls within a period of leave with pay (for example vacation), the holiday shall not count as a day of leave.
- (b) If an Employee is regularly scheduled to work on a holiday, but is unable to work due to illness or injury which is not compensable under WCB or a private disability insurer, the Employee shall receive:
 - (i) holiday pay which the Employee would have received if he/she had not been scheduled to work on the holiday; and
 - (ii) sick leave, provided however, sick leave shall be paid at the straight time rate and hours will be deducted from the sick leave to which an Employee is entitled under Article 29.02.

19.04 Compensation for Work on a Holiday

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

- (a)
 - (i) compensation at one and one-half (1½) times his/her regular rate of pay, for the hours worked on the holiday; plus
 - (ii) pay which the Employee would have received if he/she had not worked on a holiday.
- (b) Notwithstanding (a)(ii) above, an Employee, upon his/her request, may take time off with pay in lieu of the holiday based on regular hours of work with such time off to be banked and available for payout in accordance with Article 28.06.

19.05 Christmas Day or New Year's 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 the company website for a minimum of two (2) weeks. If the Employer becomes aware that there will be a permanent vacancy arising within four (4) weeks (for example, an Employee has submitted a written resignation effective a certain date), the Employer will post the notice at the time of the next weekly postings.
- (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) With the exception of LifeFlight, 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.
- (d) The Company shall determine the position requirements for the LifeFlight program, using reasonable selection standards, medical and physical fitness requirements, security requirements, clinical aptitude and experience, medical director approval, and other bona fide occupational requirements and accreditation.

20.02 Job Postings (General)

- a) When a permanent job vacancy occurs, the Employer shall post the job - Paramedics by certification level (for example PCP, ICP, ACP) or Senior Operations Paramedic - 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 via the on-line application system.
- (b) (i) Job postings for "PCP" are for PCP applicants only, not for paramedics in a higher classification.

(ii) Job postings for “PCP or higher” may be awarded to a paramedic in a classification higher than PCP only if there are no suitable PCP applicants, in which case preference is given first to ICP applicants and then to ACP applicants.

(iii) Job postings for “ACP or lower” may be awarded to a paramedic in a classification lower than ACP only if there are no suitable ACP applicants, in which case preference is then given first to ICP applicants and then to PCP applicants.

(iv) Where a job posting is classification specific and there are no suitable Employee applicants in the classification, the Employer may at its option repost the position or may hire from outside the bargaining unit.

(c) 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 three (3) months.

(d) (i) If there is a permanent job vacancy at a site (and therefore a regularly scheduled shift which is open in that no individual Employee is regularly assigned to the shift), a Full-time Employee already working within the site may, within the posting period for the vacancy, request in writing to be regularly assigned to the open shift.

(ii) The Employer shall consider such request, taking into account any factors which the Employer considers relevant, including classification, seniority, experience as a paramedic and knowledge of the site. If the Employer denies the request, the Employer shall advise the Employee in writing of the reason(s) for the denial, with a copy to the Union’s Business Manager.

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) Selection of persons to fill the posted permanent job shall be based on seniority among qualified applicants (PCP, ICP or ACP as the case may be) and by:

(i) Employees who have completed probation;

(ii) followed by term Employees who have not yet completed probation; these terms will then start the probation period over in the new site;

(iii) then outside the bargaining unit;

(iv) ICPs and ACPs who have completed less than twenty-four (24) months of employment as a full-time Employees (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.

- (b) Term Employees are subject to the following conditions:
 - (i) Term Employees can only apply for another term position during the last thirty (30) days of their term and may be required to complete their term before moving to a new term position unless the new term position is at the same site.

On expiry of a term position, the former Term Employee shall, for a period of ninety (90) calendar days, or such earlier time as the former Term Employee accepts another position with the Employer, be given preference over a Casual Employee for any posted position for which the former Term Employee applies. It is understood that such preference does not give the individual status as an Employee or give any seniority date and, on receiving a posted position, a former Term Employee is subject to a new probationary period unless he/she has successfully completed his/her probationary period and has received a posted position within the ninety (90) calendar days. In the case of two or more people in this ninety day period applying for the same position, an interview will be conducted and the position will be awarded based on merit and ability.

- (c) When there are no qualified ACP applicants for a posted ACP position the employer may, at the employer's discretion, repost for "ACP Student".
 - (i) ACP Student postings are open for those who are accepted or enrolled into a recognized ACP program.
 - (ii) Positions posted for "ACP Student" will be awarded first by seniority, then open to those ACP students outside of the bargaining unit.
 - (iii) In the event that a paramedic who is awarded a position under this provision fails to successfully complete the ACP program and/or does not register as an ACP, the following will apply:
 - 1) A regular Employee will be able to return to his or her previous position which will be filled as a term position for a period of up to 24 months.
 - 2) Term and casual Employees will be provided three months working notice to secure another position; if unsuccessful, the Employee is considered laid off.

20.04 Promotion

In selecting persons to fill a posted job which involves a promotion (for example, Senior Operations Paramedics such as 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/her 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/her own vehicle, pay kilometrage for travel to and from that other site. If LifeFlight Employees are reassigned prior to the start of the shift, any costs for parking and

any mileage over the usual distance from Employee's home to the LifeFlight base, will be reimbursed. Where Operational requirements permit, the Employer will endeavour to provide as much notice as possible.

20.07 Secondments

- (a) Where it is determined by the Employer that bargaining unit Employees will be considered for secondment opportunity, either with EMC or Medavie EMS, 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 an additional year.
- (c) When an Employee is seconded:
 - (i) If the secondment is for more than three (3) months and the secondment is for a full-time position (which, for the purposes of this Article, means forty (40) hours per week or more), then the Employer will post a term position.
 - (ii) If the secondment is for more than three (3) months and if the secondment is for a full-time position, then during the period of the secondment:
 - A) the Employee will be removed from his/her regular scheduled shifts at his/her regular site;
 - B) the Employee will be permitted to participate in the call-in system through the availability lists provided, however:
 - the seconded Employee has provided his/her availability dates;
 - the Employee is not eligible to work a call-in during the ten (10) hour period immediately before he/she is on duty in the seconded position.

Examples (for illustration purposes only):

Example 1: An Employee who is seconded to EMC's Dartmouth office for three (3) months and who is working Monday through Friday from 8 a.m. to 5 p.m. (a full-time position):

- will be taken out of their regular rotation in the field for the

three (3) month period;

- is not eligible for call-ins for the period starting Monday until after he has completed his work relating to the secondment on Friday;
- is eligible for call-ins on weekends, subject to the ten (10) hour limitation.

Example 2: An Employee seconded to Medavie EMS to work on an oil rig for six (6) months on a cycle of two (2) weeks on and two (2) weeks off (a full-time position):

- is removed from their regular rotation in the field for the full six (6) months;
 - is not eligible for call-ins during the two (2) weeks when they are on duty;
 - is eligible for call-ins during the two (2) weeks when they are ashore, subject to the ten (10) hour limitation period.
- (iii) If the secondment is for more than three (3) months, but not for a full-time position (example: an individual is seconded to EMC's Dartmouth office for three (3) days each week), the Company may post for a part-time term position.
- (iv) If the secondment is for less than three (3) months, either full-time or part-time, then the Company will attempt to fill the regular shifts of the seconded Employee through the call-in system.
- (v) Where the secondment is not for a full-time position in excess of three (3) months, but is for more than one (1) month, the Employer will discuss with the Union's Business Representative whether the secondment creates any significant adverse effects on Employees at the site where the seconded Employee is normally based (for example, whether the secondment creates significant difficulties for Employees to obtain leaves) and whether the Employer should take steps to address that adverse effect.

20.08 Trial Period

An Employee who accepts a bargaining unit position as Senior Operations Paramedic or Flight Critical Care Paramedic or Senior Operations Air Medical Crew as a result of a job posting shall be placed in the position for a trial period not exceeding six (6) months. If the Employee proves unsatisfactory or wishes to return to his/her former position, he/she shall be returned to his/her former position. In the case of an Employee who wishes to return to his/her former position, he/she shall advise the Employer in writing and shall be returned to his/her former position within two (2) weeks of the Employer receiving such notification, or such other time as mutually agreed. 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 nine (9) months. During the nine (9) 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 nine (9) 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.

20.11 Job Share Arrangements

- (a) Two Employees may apply together in writing to be considered for a job sharing arrangement to the Human Resources Department. Requests will be considered in consultation with the Regional Manager, and based on operational requirements. One Employee will be the “host” and one Employee will be the “guest” – both Employees will share the “host” position and the “guest” position will be back filled with a term Employee.
- (b) The following conditions will apply to all job sharing arrangements:
 - (i) 12-month minimum commitment, can apply for an extension up to an additional 12 months, approved at the employer’s discretion.
 - (ii) If one Employee decides to leave the arrangement or is no longer an Employee, the other Employee in the job share will return to their original position.
 - (iii) Employees in a job sharing arrangement must be of equal classification.
 - (iv) All benefits are pro-rated (example: vacation, holiday pay).
 - (v) Both Employees in the job share arrangement will cost share 50% of health & dental benefits (as well as be responsible for 100% of premiums for group life and AD & D benefits, which includes STD/ LTD premiums).
 - (vi) All mandatory training will be paid at the regular rate for both Employees in a job share arrangement.

ARTICLE 21 - JOB SECURITY

21.01 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 Business Representative and a designated representative of the Union. 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; and
 - (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.

21.02 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.

21.03 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.

21.04 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 advise, at least thirty (30) days in advance, any training courses and experimental programs for Employees. Employees will be provided the following information:
 - (i) type of course (general description of subject and materials to be covered);

- (ii) date, time, estimated duration, and general location of the course;
- (iii) basic minimum qualifications required for applicants.

The Employer reserves the right to cancel or postpone these courses and programs.

- (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 five hundred and fifty dollars (\$550.00). Employees will not be required to submit receipts. This educational allowance will not apply to Employees with the LifeFlight program as the Employer funds training costs for these Employees.

- (e) LifeFlight Employees who work full-time equivalent positions in accordance with the job requirements will be paid premium rate for training above regularly scheduled hours, subject to being employed in a part-time position with another healthcare employer.
- (f) ACP 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 ACP 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 seniority provided that, in order to level the distribution of ACP Employees throughout the Province, the Employer may give preference to applicants from a site where there is a relatively low percentage of ACP Employees.

Employees who are selected based on their site are required to remain at that site until commencement of the leave and then return to service at the site in accordance with clause (vii).

- (iv) financial assistance: the Employer will provide nine thousand dollars (\$9,000) in financial assistance to be used for program fees, for a maximum of twenty-five (25) Employees per fiscal year;
- (v) group insurance: while a Employee is on leave attending ACP 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 financial assistance referred to in clause 21.05 (e)(iv) above are required to return to service with the Employer at the Employee's regular site for fifteen (15) months following completion of ACP 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/her service commitment.

(g) Deferred Leave for ACP Students

Regular Employees, who are enrolled or anticipate enrolling in an approved full time ACP program, will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Deferred Leave Plan.

Purpose

The deferred leave plan is established to afford Employees the opportunity of taking a leave of absence for full time ACP school and to finance the leave through deferral of salary.

Terms of Reference

- (i) Applications under this plan will not be unreasonably denied.

- (ii) Approval of Employee requests to participate in the plan shall rest solely with the Employer.

Eligibility

- (i) Any Regular Employee planning to attend the full time ACP course is eligible to participate in the plan.
- (ii) Any Regular Employee enrolled in a part-time course may be eligible for this leave during a full time leave of three months or more to complete the ambulance ride time for an approved ACP program.

Application

An Employee must make written application to the Employer requesting permission to participate in the plan. Entry date into the plan for deductions must commence at the beginning of the bi-weekly pay period, in accordance with the operations of the Employer.

Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of the period of leave shall be as follows:

- (i) During the deferral period of the plan, preceding the period of leave, the Employee will be paid a reduced percentage of the salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the Employee by the Employer to finance the period of leave and deposited in a true savings account in the banking institution chosen by the Employer for regular banking business.
- (ii) The deferred amounts, when received are considered to be salary or wages and as such are subject to withholding for Income Taxes, Canada Pension Plan and Employment Insurance at that time and provided this is in accordance with legislation at the time of deductions and deferrals.
- (iii) The credit of interest under the terms of this plan shall be done at month's end based on the bi-weekly pays in the month. The interest paid shall be the interest earned.
- (iv) A yearly statement of the amount standing in the Employee's credit will be sent to the Employee by the Employer no later than the 31st day of August.
- (v) The minimum and maximum deferred amount may range from ten percent (10%) to thirty-three and one-third percent (33 1/3 %) of

salary. The minimum and maximum length of any contract under the plan may range from three (3) months to twenty-four (24) months.

- (vi) The Employee may request any length of deferral period in accordance with the provisions set out under Payment Formula and Leave of Absence, section (v).

Benefits

- (i) While the Employee is enrolled in the plan prior to the period of leave, any benefits related shall be structured according to the salary the Employee would have received had she not been enrolled in the plan.
- (ii) An Employee's benefits will be maintained by the Employer during the leave of absence.
- (iii) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave, had she not been enrolled in the plan.
- (iv) Both Employer and Employee pension contributions shall be paid by the Employee during the periods of leave if in accordance with the pension plan.
- (v) The period of leave shall be a period of pensionable service subject to section (iv).
- (vi) Pension deductions shall be made on the salary the Employee would have received had she not entered the plan or gone on leave. (To be checked and determined if it is in accordance with the pension plan).
- (vii) Sick leave, seniority and vacation credits will not be earned during the period of leave nor will any leave be available during such period. Unless otherwise identified in this Article, the deferred salary leave will accrue no benefits different than a leave of absence without pay.

Withdrawal

An Employee may withdraw from the plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness. Requests for withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of leave.

Withdrawal of the plan will occur with termination of employment.

- (i) In the event of withdrawal the Employee shall be paid a lump adjustment equal to any monies deferred plus accrued interest minus usual deductions or monies due to the Employee. Repayment, in accordance with the

Employee's direction, shall be made as soon as possible and within sixty (60) calendar days of withdrawal from the plan.

- (ii) Should an Employee die while participating in the plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate as soon as possible.

Written Contract

Article 1: All Employees will be required to sign an approval contract before enrolling in the plan. The contract will set out all other terms of the plan in accordance with the provisions set out herein.

Article 2: Once entered into, the contract provisions concerning the percentage of salary deferral may be amended by mutual agreement between the Employee and the Employer.

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).

21.07 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 21.11; 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 five (5) full days following receipt of the layoff notice. If the Employee does not indicate such intent within this period, he/she will be deemed to have opted to accept layoff in accordance with (d)(ii) above.

21.08 Pay in Lieu of Notice

Where the notice required by Article 21.07 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.

21.09 Placement

- (a) An Employee in receipt of layoff notice may choose to accept placement within a vacant position, for which he/she is qualified as referenced in Article 21.10, within his/her administrative area or any region of the Province.
- (b) A permanent Employee in receipt of layoff notice, who is placed in a term position, shall retain his/her status as a permanent Employee.
- (c) An Employee will have a maximum of two (2) full days to exercise his/her 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/her former site, should a position become available provided he/she has the qualifications as referenced in Article 21.10. When two (2) or more Employees request transfer back to a former site, the Employee with the greatest length of seniority will have preference.
- (e) An Employee who has been transferred to a site due to circumstances identified in Article 21 shall, notwithstanding the limitation in Article 20.03 (b)(i), be eligible to apply for any posted vacancy subject to the following:
 - (i) if the Employee is a probationary Employee at the time of transfer, the Employee has completed his/her probationary period;
 - (ii) the Employee has completed at least ninety (90) days of employment at the new site; and
 - (iii) if the Employee is successful in any application for a posted vacancy, the Employee is no longer eligible under Article 21.09 (d) for transfer back to the site from which he was transferred due to circumstances identified in Article 21.

Example: an Employee at site "A" is transferred to site "B" due to circumstances identified in Article 21. After the Employee has been employed at site "B" for at least ninety (90) days and provided the

Employee has completed his/her probationary period, the Employee is eligible to apply for any posted vacancy at another site. If there is a posted vacancy for site "C" and the Employee is successful in his/her application for that posting, the Employee will no longer be eligible for transfer back to site "A" under Article 21.09 (d).

21.10 Displacement Procedures

- (a) For the purpose of this Article, PCP (B.L.S.) is considered a single classification and, ICP and ACP (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 who have less than two (2) years of 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/her 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 most 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 21.10 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/her 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 will be recalled by seniority regardless of classification provided however Employees 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 21.10(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/she shall be struck from the recall list and shall be deemed to have resigned unless he/she has notified the Supervisor that he/she 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/she was laid off, up to the point when he/she has worked the regular hours for that site. When the Employee is working as a Casual, his/her status as a laid off Employee shall not change; he/she is considered a Casual and therefore not covered by provisions of this Collective Agreement, except the applicable rate set out in Schedule A for the site where he/she is working as a Casual. The total of the days worked on a casual basis shall extend the recall period set out in Article 21.12 by that total.

- (f) 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 and Gambling Dependency

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging 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	REGULAR PART-TIME	LifeFlight Team Members
Shirts (Employees may request a maximum of two (2) shirts of this entitlement to be long sleeve shirts)	6	3	0
Pants	4	2	0
Socks	5	2	2 per year
Black 2-1/2" belt	1	1	0
3 Seasons Jacket	1	1	1 – replaced as required
Spring/Summer Jacket	1	1	0
Ball Cap	1	1	0
Winter Toque	1	1	1
1 Pair Safety Glasses	1	1	0
Flightsuit	0	0	2 – replaced every four years, or earlier if needed

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 vehicle.
- (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 equipment, to a maximum of one hundred dollars (\$100.00) per year, upon presentation of receipt(s).
- (f) Upon termination of employment, an Employee is required to return all shirts, vests, flight suits, 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.
- (g) Flight Critical Care Nurses and Flight Critical Care Paramedics with the LifeFlight program will be provided with a varied selection of approved helmets of different sizes at the base. These helmets are for the use of the team members and will remain the property of LifeFlight.

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 eighty dollars (\$180.00), upon presentation of a receipt. The Employer shall reimburse Employees for the cost of replacing safety boots to a maximum of one hundred eighty dollars (\$180.00) every two (2) years, upon presentation of receipts. Only one submission for CSA approved safety boots/and or shoes to a maximum of one hundred and eighty dollars (\$180.00) every two years. One submission could include more than one purchase or more than one vendor. In exceptional circumstances, the Employer will consider such reimbursement before the expiry of two (2) years. Employees who hold more than one position with the Company will only be entitled to one boot allowance.

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 hook-up or, where costs of cable hook-up are prohibitive, a satellite dish hook-up, 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).
- (c) The Employer shall arrange for professional cleaning of each base as follows: floors and carpets to be cleaned on a quarterly basis; walls and windows to be cleaned on an annual basis.

25.03 Driver's License

Each Employee shall be required to:

- (a) advise the Regional Operations Coordinator as soon as reasonably possible if the license allowing him/her to drive an ambulance (presently Class 4 or equivalent) is suspended or revoked or if there are any charges (including both charges incurred while driving an ambulance and charges incurred while driving a vehicle other than an ambulance, for example, charges for speeding in a personal vehicle) which may either immediately or in the future affect the validity of the driver's license; and
- (b) upon the Employer's request, provide a driver's abstract, with any costs incurred to be at the Employer's expense.
- (c) Flight Critical Care Paramedics shall be required to obtain and hold a Class four driver's license, Flight Critical Care Nurses may be required to obtain and hold a class four driver's license. The Employer will be accountable for any associated costs in relation to VSP training and driver's licensing for this Employee group.

25.04 Employee Registration

All Employees must, as a condition of employment, be registered with the Province's Minister of Health at the PCP, ICP, ACP or CCP level. It is understood that the Employer will adhere to all rulings by EHS regarding registration.

Registered Nurses must, as a condition of employment, be registered with the College of Registered Nurses of Nova Scotia and provide proof of registration by October 31st of each year to the employer.

25.05 Deep Cleaning of Vehicles

Employees who are required to clean vehicles are not required to do the following work on the exterior of the vehicle: waxing, detarring or tire dressing.

ARTICLE 26 - PAY PROVISION

26.01 Rate of Pay

The rates of compensation for Employees shall be as contained in Schedule A which shall form part of this Agreement.

26.02 Rate of Pay upon Appointment

Subject to Article 26.03, the rate of compensation of a person upon appointment to a position shall be the minimum rate prescribed for the classification to which he/she is appointed.

26.03 Exception

The rate of compensation of an Employee upon appointment may be at a rate higher than the minimum rate prescribed for the classification, if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

26.04 Rate of Pay upon Reclassification

The rate of compensation of an Employee upon progression to the ACP classification shall be at a rate which is the greater of the minimum for an ACP or a rate which gives the Employee an increase of at least \$1.00 per hour more than the rate received by the Employee before the progression to ACP.

26.05 Anniversary Date

The anniversary date of an Employee shall be the first day of the month in which employment occurs if the Employee reported for duty during the first fifteen (15) calendar days of the month in which he/she was employed, or the first day of the following month if the Employee reported for duty later than the fifteenth (15th) calendar day of the month. The anniversary date will only change to the first day of another month if:

- (a) the Employee is reclassified, at which time the date of the reclassification becomes his/her new anniversary date; or
- (b) the Employee has been on leave of absence without pay, in which case the Employee's anniversary date will be moved forward by the amount of time which the Employee was on leave without pay, unless otherwise provided in this Agreement.

26.06 Salary Increments

The Employer, except as provided for in Article 26.07, may grant an increment for meritorious service after an Employee has served for a period of twelve (12) months following the first day of the month established in Article 26.05 or twelve (12) months following the date of a change in his/her rate of compensation as established in Articles 26.02 or 26.04.

26.07 Notice of Withheld Increment

When an increase provided for in Article 26.06 is withheld, the reason for withholding shall be given to the Employee in writing by the Employer.

26.08 Granting of Withheld Increment

When an increase provided for in Article 26.06 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

26.09 Premium for Senior Operations Paramedics

- (a) Employees designated as Senior Operations Paramedics (which includes Employees sometimes referred to as Crew Chiefs) shall receive the following premiums above the higher rate of pay for the classification: \$2.20 per hour.
- (b) Employees designated as "alternate" Senior Operations Paramedics who are activated during their shift will be paid the SOP rate for a minimum of one half of the total length of the shift.
- (c) The designated Senior Operations Air Medical Crew shall receive a premium of \$2.20 per hour for all regular hours or when designated by the Employer.

26.10 Rate of Pay other than Regular Rate

There are circumstances where an Employee will be paid at an hourly rate different than his/her regular hourly rate:

- (a) if an Employee is working as a Casual while on layoff (see Article 21.11 (e)), he/she shall be paid not less than the hourly rate that he or she was receiving at the time of layoff; and
- (b) if an Employee is temporarily transferred by the Employer under Article 20.05, the Employee shall be paid in accordance with that Article.

ARTICLE 27 - HOURS OF WORK

27.01 No Guarantee of Hours

An Employee's regularly scheduled hours of work shall not be construed as guaranteeing the Employee minimum or maximum hours of work, but is the basis for computing compensation for hours in excess of regularly scheduled hours.

27.02 Regular Work Week

The regular work week for a Full-Time Employee shall, on average, consist of forty-two (42) hours per week.

27.03 Shifts

- (a) Subject to paragraphs (b) through (d), shifts shall be scheduled according to operational requirements and consistent with efficient operations. The Employer reserves the right to rotate shifts or to have Employees work a combination of days and nights.
- (b) Regularly scheduled shifts shall not be for less than eight (8) hours and there shall be no split shifts.
- (c) There will be at least ten (10) hours rest between regularly scheduled shifts.
- (d) The Employer shall not change an Employee's regularly scheduled shifts without:
 - (i) consultation with the Union prior to making any change; and
 - (ii) at least sixty (60) days' notice of the change to the Employee(s) affected.

27.04 Breaks and Allowances

- (a) Employees shall be entitled to a one-half (½) hour paid break without interruption. An Employee who is working throughout the hours set out below and who either does not have a reasonable opportunity to take a break within the hours or has his/her break interrupted, shall receive an allowance as follows:

\$8.00	11:00 a.m. to 3:30 p.m. (day time break)
\$12.00	5:00 p.m. to 9:00 p.m.
\$8.00	11:00 p.m. to 3:00 a.m.
\$8.00	5:00 a.m. to 9:00 a.m.

The above hours are based on a shift starting at 7 a.m. and hours as defined above shall be adjusted in accordance with different start times, the first 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 hours to be entitled to a 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/her shift - between 11 a.m. and 3:30 p.m.

LifeFlight Employees will not be assigned breaks by the employer but are entitled to the breaks and allowances described above.

- (b) Employees are entitled to spend their one-half (½) hour paid break at a base or posting with lunchroom facilities. Employees who are unable to do so shall receive the appropriate allowance set out in paragraph (a).
- (c) When an Employee does not receive the required break, or does not have an opportunity to take the break, in addition to paying the Employee the allowance set out in paragraph (a) above, the Employer shall make every reasonable effort to arrange for the Employee to receive a one-half (½) hour break later in the shift. If the Employee is not given an opportunity to take the break later in the shift, the Employee shall be paid an additional allowance of Five Dollars (\$5.00) for the shift.
- (d) When an Employee performs a “long haul” trip with a distance, one way, of Two Hundred (200) kilometers or more, the Employee shall receive an additional allowance of Five Dollars (\$5.00) per return trip.
- (e) The Employer may grant allowances for other than the above where the Employer deems circumstances warrant.
- (f) Effective three months following the signing of the collective agreement, all Employees shall be assigned day time breaks (but not other breaks) by the Employer through the Communications Centre. If units have not been assigned a break by the 7th hour into the shift, they must contact the Communications Centre at that time to request a break within the next 90 minutes. (Example: an Employee working a shift commencing at 7:00 a.m. must notify the Communications Centre by 2 p.m. to request a meal break, if they have not yet been assigned a break.)
 - (i) If Employees who work shifts shorter than 12 hours have not been assigned a break by the 5th hour into the shift, they must contact the Communications Centre at that time to request a break.

For LifeFlight Employees Articles 27.04 b) and d) are not applicable.

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/her 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) Employees shall only be required to be on stand-by in the event of an emergency situation of wide scope such as Y2K, the crash of Swiss Air Flight 111 or "9/11" (the diversion of air traffic in Nova Scotia on September 11, 2001. Employees shall not be required to be on stand-by for more than twenty-four (24) hours per week above their regularly scheduled hours.
- (c) An Employee shall be paid Two Dollars and Fifty Cents (\$2.50) per hour for each hour he/she is scheduled to be on stand-by.
- (d) 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.

27.09 LifeFlight Flight Duty Preparation

Employees with the LifeFlight program shall not accept or be scheduled to work any shifts or combinations of shifts within Medavie EMS, or any other employer, immediately prior to their flight duty period that may comprise their off duty rest time, except in an emergency situation. This will assist the air medical crew member to be adequately rested prior to flight duty.

ARTICLE 28 - OVERTIME

28.01 Overtime

- (a) 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/her regular hourly rate.

Effective April 1, 2010, all additional hours over the 84 hour average per pay, will be paid at the premium rate of one and one half times the regular rate.

Effective April 1, 2010, part-time Employees will only be eligible for shifts at the premium rate after they have worked over 84 hours in the pay period.

- (b) The LifeFlight program's call-in procedure shall be completed according to each classification. If unable to fill a shift with the same classification, the employer is then unrestricted in filling the shift.

(i) The call-in procedure shall be completed according to the call-in list, except for the restrictions set out by the Medical Director for partnering of experienced LifeFlight Employees with Employees who are less experienced, or other clinical considerations, as determined by the Medical Director or LifeFlight program.

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. **Effective April 1, 2010, the Employer shall offer shifts (for those openings due to vacation, sick time, STD, WCB, etc. or vacancies which are not eligible for a term position for 3 - 24 months) to qualified Employees outside of the bargaining unit at straight time rates as long as the assigned hours to any non-bargaining unit Employee does not exceed forty-eight (48) hours in any week. Shift overruns shall not count towards this 48-hour maximum.**
- (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 to casuals, supervisors, or other person excluded from the bargaining unit so long as the assigned hours to any non-bargaining unit Employee do not exceed forty-eight (48) hours in any week.

For greater certainty, supervisors or non-bargaining Employees shall not be assigned or scheduled to work overtime hours, i.e. hours in excess of forty-eight (48) in any week, unless and until those hours have first been offered to all bargaining unit Employees who have indicated their availability to work overtime hours on designated shifts.

For further certainty, a casual, supervisor or non-bargaining Employee who has commenced working on a scheduled shift in conformity with this article 28.02 (b) and as a result of operational requirements arising after the start of a shift is required to continue working beyond the regularly scheduled shift, may continue to work to the end of the shift overrun even though this may cause the Employee to exceed 48 hours work in a week. **Effective April 1, 2010, the call-in system will be followed as described in 28.02 a) and c).**

- 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 the call-in system set out in Article 28.08, but at premium rates, that is time and one-half (1½ x) the rate. **Effective April 1, 2010, if the Employer is still unable to fill shifts and wishes to do so, then the Employer shall offer the shifts to Employees in accordance with the call-in system set out in Article 28.08 at premium rates, that is time and one-half (1½ x) the regular rate.**

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/her regularly scheduled hours at the end of his/her 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). **Effective April 1, 2010: works an extra shift offered to the Employee through 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/her 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 ($\frac{1}{2}$) 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/her banked hours.
- (c) When a Full-Time Employee is regularly scheduled for only 72 hours or less in a pay period, the Employee may draw a block of 12 hours from his banked hours, subject to the following qualifications:
 - (i) if the Employee has less than 12 hours banked, the Employee may withdraw the remaining hours in his/her bank (but cannot create a negative balance); and
 - (ii) withdrawal of banked hours cannot result in an Employee receiving more pay than if he/she had worked 84 hours in the pay period.
 - (iii) Banked hours remaining in the bank as of the end of the first full pay period in November and May in any year shall be paid out on the first pay in December and June. Bank payout in December will be automatic and mandatory. Bank payout in June will be processed for all Employees unless Payroll Supervisor is notified in writing by April 30th to hold hours in bank until December.

This clause (c) shall only apply on elimination of “pay smoothing”.

- (d) Banked hours remaining in the bank as of the end of the first full pay period in November in any year shall be paid out on the first pay in December.
- (e) 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).
- (f) 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.
 - (i) Attempts to fill shifts and grant time off for Employees using banked time will be made, however, shifts will not be filled at the premium rate to grant banked time off for Employees. Priority will be given to vacation shifts prior to banked time shifts.
 - (ii) For the LifeFlight program only, the Employer will not post shifts, due to part-time staff not regularly being at the site and will perform all call-ins via telephone or Company e-mail.

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/her 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) Availability lists will be used to indicate an Employee’s willingness to work hours outside the Employee’s regularly scheduled hours at individual sites within the Employee’s administrative area.
 - (ii) An Employee who places his/her name on availability list shall provide the Employer with at least one (1) contact number (telephone number or pager number), but no more than two (2) contact numbers.
 - (iii) Employees may indicate, in writing, their willingness to be either added to, or deleted from, individual sites on the availability list. Any such changes will be effective the first business day of the month after the Employee has given the Employer at least twenty-four (24) hours’ notice of the change.
 - (iv) In administering the call-in system and subject to the exception set out in

Article 28.08 (f), the Employer is not obligated to call Employees for sites for which an Employee has not indicated on the availability list that he/she is willing to work.

(b) Call-In Lists

- (i) The call-in system will be based on call-in 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, ICP and ACP shall be considered to be the ALS classification). As a result, for each site, there will be a BLS call-in list and an ALS call-in list ("site BLS list" and "site ALS list"); for each administrative area, there will be a BLS call-in list and an ALS call-in 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 call-in list for their regular site and for the administrative area call-in list for the administrative area which includes their regular site.
- (iv) Where two (2) contact numbers have been provided by an Employee, both shall be called by the person(s) administering a call-in. Where there is a message service, a message will be left for the Employee advising him/her of the date(s) or day(s) of the available shift(s).
- (v) An Employee who accepts a call-in shall be moved to the bottom of the call-in list from which he/she was called. (If an Employee accepts a call-in from the site call-in list, he/she moves to the bottom of that list, but does not move on the administrative area call-in list.) An Employee who refuses a call-in shall not be moved. If an Employee is added to the call-in lists, the Employer shall place the Employee on the call-in 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.

c) Less than Six (6) Hours' Notice

Where the Employer has less than six (6) hours notice of the need for a call-in, the Employer is unrestricted in offering the shifts. **Effective April 1, 2010, where the Employer has less than twelve (12) hours notice of the need for a call-in, the Employer is unrestricted in offering the shifts. The employer may contact bargaining unit members at the premium rate but is not required to complete a full call-in or use the availability lists with this short notice.**

d) Six (6) Hours or More, But Less Than Twenty-Four (24) Hours' Notice

- i. Where the Employer has six (6) hours or more, but 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 call-in 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 call-in lists. If no one on the site call-in lists is available or can be contacted at the time of the call, then the Employer is unrestricted in offering the shifts. **Effective April 1, 2010, where the Employer has twelve (12) hours or more, but 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 call-in lists only as described above.**
- 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, if the Employee responds within fifteen (15) minutes, he/she will be awarded the shift. Prior to expiry of the fifteen (15) minutes, the Employer may proceed to the next names on the call-in list, but any other Employee shall be offered the shift subject to the Employee higher on the call-in list with whom the message was left returning the call and agreeing to take the shift during his/her allowed fifteen (15) minutes.

For example, if the Employer attempts to contact Employee number one, but is unable to contact the Employee and leaves a message for the Employee to call and during Employee number one's fifteen (15) minute response time, the Employer contacts Employee number two who is lower on the call-in list, Employee number two is to be awarded the shift only on condition that Employee number one does not return the call and accept the shift during his/her fifteen (15) minute response time. If Employee number one responds and accepts the shift during his/her fifteen (15) minute response time, the shift is assigned to Employee number one. If Employee number one does not respond and accept the shift during his/her fifteen (15) minute response time, that shift is unconditionally assigned to Employee number two (even if Employee number one subsequently responds 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 call-in lists as follows:
 - i) first, by the site call-in list for the classification being replaced;

- ii) secondly, by the administrative area call-in list for the classification being replaced;
- iii) thirdly, by the site call-in list for the other classification;
- iv) fourthly, by the administrative area call-in 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: first by site ALS list; secondly, by administrative area ALS list; thirdly by site BLS list and fourthly by administrative area BLS list.

(d) More Than Seven (7) Days Notice

Where the Employer has more than seven (7) days notice of the need for a call-in, the Employer shall post a notice for the available shifts for five (5) days so as to give Employees an opportunity to indicate their willingness to work the shifts. Supervisors shall then administer the call-in system in accordance with paragraph (e), but instead of contacting Employees individually, may use the response to the notice as a basis for assigning the work. To be eligible for call-in under this paragraph (f), it is not necessary for an Employee to have indicated willingness to work at a site on the availability list under paragraph (a).

(e) Separate Call-In Lists for Special Events and for Hospitals

- (i) The Employer may establish separate call-in lists by classification (ALS/BLS) in each administrative area for special events in that administrative area and also separate call-in lists in each administrative area for work in hospitals in that administrative area.
- (ii) Such call-in lists shall initially be arranged in order of seniority and shall then normally be operated on the same principles as the regular call-in lists, for example, an Employee who accepts a call-in shall be moved to the bottom of the call-in list from which he/she was called, but an Employee who refuses the call-in shall not be moved.
- (iii) Notwithstanding the general principles for operation of the separate call-in lists set out above:
 - A. an Employee will not be offered a call-in until he/she has received any required orientation; for example, orientation is generally required for hospital work;

- B. all assignments are subject to the requirements of the contractor; for example, normally hospitals request ALS and then BLS and normally for special events there is one ALS and one BLS, but a hospital may request an ACP instead of ALS, or a contractor for a special event may request two ALS or two BLS and call-ins will then be offered in accordance with the contractor's request.

(f) Cancellation of Call-In

Where an Employee accepts the call-in (and is therefore moved to the bottom of the call-in list), but the call-in is cancelled:

- (i) the Employee will be placed at the top of the call-in list at the time of the cancellation; and
- (ii) when the cancellation occurs less than twenty-four (24) hours before the start of the cancelled shift, the Employee shall receive four (4) hours pay at his regular rate of pay.

The above provisions only apply where the reason for the cancellation is caused by the Employer (that is, "Employer driven") and also where an Employee has been scheduled to attend in Court for circumstances arising out of his/her employment and the shift is cancelled because his/her attendance in Court is no longer required.

(g) No Restriction on Use of Term Employees

It is understood that the call-in system does not restrict the Employer from using a Term Employee (who is hired for and regularly is scheduled to work for a term in excess of three (3) months but not more than twenty-four (24) months).

(h) Full Shifts or Half Shifts

- (i) In the case of a twenty-four (24) hour shift, an eighteen (18) hour shift or a sixteen (16) hour shift, the Employer has the option of attempting to fill the full shift or creating "half shifts", i.e. replacing a twenty-four (24) hour shift with two (2) twelve (12) hour shifts, replacing an eighteen (18) hour shift with two (2) nine (9) hour shifts and replacing a sixteen (16) hour shift with two (2) eight (8) hour shifts.
- (ii) The appropriate process to be followed for a call-in for the second half of any such "half shift" shall be determined at the time of the Employee's initial notification with respect to the original shift, not based on any follow-up call from the Employee with respect to the possibility of filling the second half of the original shift.

28.09 Overtime Meal Allowance

An Employee who is required to work a minimum of three (3) hours overtime following his/her scheduled shift shall be paid a meal allowance of \$10.00 in addition to the overtime rate of pay. In such circumstances, Article 27.04 shall not apply.

28.10 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/her duties on his/her regularly scheduled shift 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 One hundred and forty-four (144) hours for Employees who work eighty four (84) 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/she 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 one (1) shift 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).

(iv) Where the Employer requires a medical certificate under clause (ii) or refers an Employee to an alternate physician pursuant to clause (iii), 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 Immediate 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/her immediate management supervisor, leave with pay up to **two (2) working days** per fiscal year, for the purpose of making such arrangements as are necessary to permit the Employee's return to work. (This leave is to be taken only after an Employee has used leave for family illness under Article 29.05.)

(b) Leave for Medical and Dental Appointments

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, subject to providing as much notice as reasonably possible to the Employer, and subject to operational requirements. Leave shall not be unreasonably refused; for example, the employer shall give consideration to whether the appointment is with a specialist and/or for an emergency.

(c) Leave for Birth or Adoption of Child

An Employee shall be granted leave with pay for up to two (2) shifts, to a maximum of 28 hours (those working a shift with the shift length greater than 14 hours are entitled to one shift).

(i) where an Employee's spouse gives birth to a child;

(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) shift 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/she is normally off duty. In the event of special circumstances, the leave may be extended into the Employee's next scheduled shift, subject to a maximum of twenty-four (24) hours in total.

29.04 Summary/Clarification

For clarification, the combined use of sick leave shall not exceed the number of hours set out in Article 29.02, and within that time:

(a) Leave for personal illness or injury shall not exceed the number of hours set out in

Article 29.02;

- (b) Sick leave for family illness shall not exceed one (2) days per fiscal year;
- (c) Leave for medical or dental appointments shall not exceed two (2) working days per fiscal year;
- (d) Leave for the birth of a child or adoption shall not exceed the number of shifts or hours set out in Article 29.03 (c);
- (e) Leave for emergency shall not exceed the number of shifts and hours referred to in Article 29.03 (d).

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 an Employee's spouse, son, daughter, father, mother or legal guardian 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 two (2) working days per fiscal year, for the purpose of making such arrangements as are necessary to permit the Employee's return to work. (This leave is to be used before any leave for family illness under Article 29.03 (a).)

29.06 Proration of Sick Leave

- (a) A new Employee who is appointed subsequent to April 1 shall have his/her maximum sick leave entitlement for the first fiscal year prorated in accordance with the number of months of service he/she 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. Time will be paid at the premium rate.

- (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 Director 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 29.08 (f) does not apply.
- (i) Notice in Writing: Notice given pursuant to this Article shall be put in writing where the Employer so requests.
- (j) 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 31.04) 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 ½) 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, subject to Article 29.10 (d), up to fifty-two (52) 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 (g), (h) and (i).
- (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 thirty-five (35) 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 fifty-two (52) weeks after the child or children first arrive in the Employee's home,as determined by the Employee.
- (d) Maximum leave: The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.
- (e) Interruption of leave by hospitalization of child: Notwithstanding Articles 29.10 (a), (b), (c) and (d), 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 29.10(n) 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 (g), (h) and (i).
- (f) Limitation: An Employee is entitled pursuant to Article 29.10 (e) to only one (1) interruption and deferral of each parental leave.

- (g) 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.
- (h) Amendment of notice: Notice given pursuant to Article 29.10 (g) 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.
- (i) 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 (g) does not apply.
- (j) Notice in writing: Notice given pursuant to this Article shall be put in writing where the Employer so requests.
- (k) 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 (e) or gives notice pursuant to Article 29.10 (i), the Employee shall provide such proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.
- (l) Certificate as proof: The certificate of a legally qualified medical practitioner is sufficient proof for the purpose of Article 29.10 (k) of the matters attested to in the certificate.
- (m) 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 31.04) and shall pay the premium cost for maintaining such coverage during the period of the parental leave.

- (n) 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 he/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.
- (o) 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 fifty-two (52) 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 fifty-two (52) weeks after the child or children first arrive in the Employee's home;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 (l) 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 (c), 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/she 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 his/her leave, and his/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/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 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 (1-½) 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/her 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/her supervisor as soon as possible after the requirement of his/her 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/her 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.

In the event of the death of an Employee's father, mother, spouse or child the leave shall be the greater of:

- (i) the seven (7) calendar day period referred to above; or
- (ii) a continuous period during which the Employee's regular scheduled shifts, if he/she had been at work, would have totaled forty-eight (48) hours; e.g. four (4) twelve (12) hour shifts or two (2) twenty-four (24) hour shifts.

"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/her vacation or sick leave credits.

ARTICLE 30 - VACATIONS

30.01 Vacations

- (a) 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) five (5) years or more: four (4) weeks;
 - (iv) sixteen (16) 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 five (5) or more years of service as of March 31 and is therefore entitled to four (4) weeks' vacation. If his/her regularly scheduled work week averages forty-two (42) hours, he/she receives one hundred sixty-eight (168) 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)); and
- (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.

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 February 1. The Employer shall make all reasonable efforts to post the vacation schedule by the end of the first full week in March.

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/her vacation preference by February 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 Vacation Entitlements

- (a) An Employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- (b) An Employee, upon his/her separation from the Employer, shall compensate the

Employer for vacation which was taken but to which he/she was not entitled.

- (c) When the employment of an Employee who has been granted more vacation with pay than he/she has earned is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to him/her.
- (d) Employees who have used a minimum of three weeks vacation may have remaining vacation paid on the first pay period in May. Employees with excess vacation may request to carry over up to the maximum allowed or have all remaining vacation paid out.

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/her vacation or is admitted into hospital during his/her vacation (including an Employee who is admitted into hospital during his/her vacation and also discharged during his/her vacation), an equivalent number of sick days may be taken provided he/she 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/her 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 a maximum of 48 hours 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/her vacation leave with pay credits.

30.10 Recall from Vacation

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

30.11 Vacation Advancement

Based on operational requirements, the employer shall approve up to 48 hours of vacation advancement upon receiving written request from an Employee with greater than two years continuous service. All current vacation entitlement must be used before an Employee can apply for vacation advancement.

ARTICLE 31 - EMPLOYEE BENEFITS

31.01 Pension

The Employer shall maintain a defined contribution pension plan for the benefit of Employees. The Employer's contribution to the pension plan shall be 6% of regular earnings and 7% of regular earnings above the Year's Maximum Pensionable Earnings (YMPE). An Employee's earnings are based on regular salary and the Employer's contribution shall be matched by each Employee.

31.02 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 Extended 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.

31.04 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.

31.05 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, 31.03 and 31.04), the Employee must work at least twenty-four (24) hours per week, on average over the previous six (6) months.

31.06 Benefits Committee

Matters of general concern regarding Employee benefits under Article 31 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 21.07 (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/her 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/she 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 \$2,500.00 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/her employment;
- (b) this does not apply to traffic violations by the Employee unless the Employee has been found not guilty, or to arbitration cases; and
- (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 300
 239 Brownlow Avenue
 Dartmouth NS B3B 2B2

To the Union: International Union of Operating Engineers,
 Local 727
 PO Box 38013
 Dartmouth, NS B3B 1X2

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

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, 2008 (subject to Article 36.02) and shall remain in force until the 31st day of March, 2011 and thereafter 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

Only the wage rates set out in Schedule "A" are retroactive and only Employees on staff on the date of signing of this Agreement and Employees who have retired since April 1, 2008 are entitled to retroactive pay.

DATED at Halifax, Nova Scotia, this ____ day of _____, 2009.

SIGNED ON BEHALF OF THE
UNION

SIGNED ON BEHALF OF THE
EMPLOYER

Dwayne Fitzgerald

George McLellan

Terry Chapman

Susanne Dittmer

Jack Galley

Craig Popwell

Gregory Hann

Kelly Foley

Geoff Haines

Dwayne Semple

Sean Brophy

Paula Martell

Crystal Upshaw

Chris Renaud

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SCHEDULE A
(SALARY SCALE)

Primary Care Paramedic Pay Scale					
1-Apr-08	\$18.27	\$18.81	\$19.33	\$19.99	\$20.48
	\$39,906	\$41,084	\$42,214	\$43,663	\$44,719
1-Oct-08	\$18.66	\$19.21	\$19.73	\$20.41	\$20.91
	\$40,744	\$41,947	\$43,100	\$44,580	\$45,658
1-Apr-09	\$19.20	\$19.76	\$20.31	\$21.00	\$21.51
	\$41,925	\$43,164	\$44,350	\$45,873	\$46,982
1-Oct-09	\$19.60	\$20.18	\$20.73	\$21.44	\$21.96
	\$42,806	\$44,070	\$45,282	\$46,836	\$47,969
1-Apr-10	\$20.17	\$20.76	\$21.33	\$22.07	\$22.60
	\$44,047	\$45,348	\$46,595	\$48,194	\$49,360
1-Oct-10	\$20.59	\$21.20	\$21.78	\$22.53	\$23.08
	\$44,972	\$46,300	\$47,573	\$49,206	\$50,396

Intermediate Care Paramedic Pay Scale					
1-Apr-08	\$19.15	\$19.70	\$20.28	\$20.46	\$21.77
	\$41,821	\$43,024	\$44,301	\$44,680	\$47,543
1-Oct-08	\$19.55	\$20.11	\$20.71	\$20.89	\$22.23
	\$42,699	\$43,928	\$45,232	\$45,618	\$48,541
1-Apr-09	\$20.12	\$20.70	\$21.31	\$21.49	\$22.87
	\$43,938	\$45,202	\$46,543	\$46,941	\$49,949
1-Oct-09	\$20.54	\$21.13	\$21.76	\$21.94	\$23.35
	\$44,860	\$46,151	\$47,521	\$47,927	\$50,998
1-Apr-10	\$21.14	\$21.74	\$22.39	\$22.58	\$24.03
	\$46,161	\$47,489	\$48,899	\$49,317	\$52,477
1-Oct-10	\$21.58	\$22.20	\$22.86	\$23.06	\$24.53
	\$47,131	\$48,487	\$49,926	\$50,352	\$53,579

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SCHEDULE A
(SALARY SCALE)

Advanced Care Paramedic Pay Scale					
1-Apr-08	\$21.84	\$22.47	\$23.16	\$24.21	\$25.31
	\$47,690	\$49,065	\$50,588	\$52,872	\$55,278
1-Oct-08	\$22.29	\$22.94	\$23.65	\$24.72	\$25.84
	\$48,692	\$50,096	\$51,650	\$53,982	\$56,439
1-Apr-09	\$22.94	\$23.60	\$24.34	\$25.43	\$26.59
	\$50,104	\$51,549	\$53,148	\$55,548	\$58,076
1-Oct-09	\$23.42	\$24.10	\$24.85	\$25.97	\$27.15
	\$51,156	\$52,631	\$54,264	\$56,714	\$59,296
1-Apr-10	\$24.10	\$24.80	\$25.57	\$26.72	\$27.94
	\$52,639	\$54,157	\$55,838	\$58,359	\$61,015
1-Oct-10	\$24.61	\$25.32	\$26.10	\$27.28	\$28.52
	\$53,745	\$55,295	\$57,011	\$59,584	\$62,296

Flight Critical Care Paramedic Pay Scale					
1-Apr-08	\$24.20	\$24.78	\$25.41	\$26.35	\$27.37
	\$52,857	\$54,116	\$55,487	\$57,554	\$59,779

1-Oct-08	\$24.71	\$25.30	\$25.94	\$26.91	\$27.95
	\$53,967	\$55,252	\$56,652	\$58,763	\$61,034
1-Apr-09	\$25.43	\$26.03	\$26.69	\$27.69	\$28.76
	\$55,532	\$56,855	\$58,295	\$60,467	\$62,804
1-Oct-09	\$25.96	\$26.58	\$27.25	\$28.27	\$29.36
	\$56,699	\$58,049	\$59,519	\$61,737	\$64,123
1-Apr-10	\$26.71	\$27.35	\$28.04	\$29.09	\$30.21
	\$58,343	\$59,732	\$61,245	\$63,527	\$65,983
1-Oct-10	\$27.27	\$27.92	\$28.63	\$29.70	\$30.85
	\$59,568	\$60,986	\$62,531	\$64,861	\$67,369

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SCHEDULE A
(SALARY SCALE)

Flight Critical Care Nurse Wage Scale	
1-Nov-08	\$33.41
	\$72,967
1-Apr-09	\$34.11
	\$74,496

*The parties agree to a wage reopener following completion of the next round of collective bargaining between CDHA and RN's to ensure consistency between the Flight Critical Care Nurse and the "Registered Nurse" with the CDHA.

Note: annual rates are based on a regular work week of 42 hours per week on average.

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SCHEDULE B
ADMINISTRATIVE AREAS

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

Cape Breton Region

- a) Baddeck, Neil's Harbour, Cheticamp, Inverness, Margaree
- b) Glace Bay, Sydney, North Sydney, New Waterford, Eskasoni
- c) St. Peters, Arichat, Port Hawkesbury

Northeastern Region

- d) Amherst, Springhill, Parrsboro
- e) Pugwash, Oxford, Tatamagouche
- f) Truro, Milford
- g) Pictou County
- h) Antigonish, Guysborough
- i) Canso, Country Harbour, Sherbrooke
- j) Musquodoboit, Sheet Harbour

Central Region

- k) Halifax, Dartmouth, Bedford, Sackville

Western Region

- l) Chester, Hubbards, Tantallon, Mahone Bay, Lunenburg
- m) Bridgewater / New Germany, Liverpool
- n) Shelburne, Barrington, Woods Harbour
- o) Yarmouth, Meteghan, St. Bernard, Pubnico
- p) Berwick, Middleton, Bridgetown
- q) Digby / Long and Brier, Annapolis
- r) Kentville, Windsor, Wolfville

LifeFlight Program

- s) LifeFlight program is one Administrative Area

2. The administrative areas listed in (a) through (r), 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.
3. There may be an overlap between regions and administrative areas; for example, at one time, Antigonish was in an administrative area in the Northeastern Region, but was part of a different Region.

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

Since this is only the second province-wide Collective Agreement between the parties and there have been difficulties establishing the proper seniority date for some Employees, 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/her 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 paragraphs 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/her 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 ____ day of _____, 2009.

SIGNED ON BEHALF OF THE
UNION

Dwayne Fitzgerald

Terry Chapman

Jack Galley

Gregory Hann

Geoff Haines

Sean Brophy

Crystal Upshaw

Chris Renaud

SIGNED ON BEHALF OF THE
EMPLOYER

George McLellan

Susanne Dittmer

Craig Popwell

Kelly Foley

Dwayne Semple

Paula Martell

MEMORANDUM OF AGREEMENT #2
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 ____ day of _____, 2009.

SIGNED ON BEHALF OF THE
UNION

SIGNED ON BEHALF OF THE
EMPLOYER

Dwayne Fitzgerald

George McLellan

Terry Chapman

Susanne Dittmer

Jack Galley

Craig Popwell

Gregory Hann

Kelly Foley

Geoff Haines

Dwayne Semple

Sean Brophy

Paula Martell

Crystal Upshaw

Chris Renaud

MEMORANDUM OF AGREEMENT #3
(POLICY OF SHIFT SWITCHES)

The Employer shall establish a province-wide policy in regard to when shift switches will be allowed. (For example, a shift switch shall not be allowed where it would decrease the number of ALS crews operating at any time.)

The terms and administration of this policy on shift switches shall not be subject to the grievance and arbitration provisions of the Collective Agreement between the parties. However, matters of general concern regarding this policy (but not complaints with respect to individual circumstances) may be referred by the Union to the Joint Committee on Labour Relations established pursuant to Article 21.01.

DATED at Halifax, Nova Scotia, this ____ day of _____, 2009.

SIGNED ON BEHALF OF THE
UNION

SIGNED ON BEHALF OF THE
EMPLOYER

Dwayne Fitzgerald

George McLellan

Terry Chapman

Susanne Dittmer

Jack Galley

Craig Popwell

Gregory Hann

Kelly Foley

Geoff Haines

Dwayne Semple

Sean Brophy

Paula Martell

Crystal Upshaw

Chris Renaud

MEMORANDUM OF AGREEMENT #4
(Continuous Hours and Hours of Work)

The Employer and the Union hereby agree that within sixty (60) days of the signing of the collective agreement a joint committee consisting of not more than three representatives of each party will be appointed to discuss issues of 'continuous hours' and 'rest periods between shifts'.

The committee shall report its findings, including recommendations, back to the parties within six months of their appointment.

DATED at Halifax, Nova Scotia, this ____ day of _____, 2009.

SIGNED ON BEHALF OF THE
UNION

SIGNED ON BEHALF OF THE
EMPLOYER

Dwayne Fitzgerald

George McLellan

Terry Chapman

Susanne Dittmer

Jack Galley

Craig Popwell

Gregory Hann

Kelly Foley

Geoff Haines

Dwayne Semple

Sean Brophy

Paula Martell

Crystal Upshaw

Chris Renaud

[TO BE PREPARED ON EMC LETTERHEAD]

[Date]

Terry Chapman, Business Representative
International Union of Operating Engineers,
Local 727
PO Box 38013
Dartmouth, NS B3B 1X2

Dear Terry:

This letter is further to discussions during negotiations with respect to the rate of pay for Employees who have officially retired (that is, eligible for Canada Pension Plan) from EMC, but continue to work for the Company as a Casual.

The Company's practice is to pay such persons no less than the actual rate of pay which they were receiving at the time of retirement.

This letter does not form part of the Collective Agreement, nor does it in any way give rights to retirees, but is for your information only.

Yours truly,

Susanne Dittmer, MBA, CHRP
Director, Human Resources

[TO BE PREPARED ON EMC LETTERHEAD]

[Date]

Terry Chapman, Business Representative
International Union of Operating Engineers
Local 727
PO Box 38013
Dartmouth, NS B3B 1X2
Dear Terry:

This letter - which does not form part of the Collective Agreement - is further to discussions during negotiations in regard to situations in which only one Employee is assigned to an ambulance.

As discussed, EMC's practice is to schedule two Employees per ambulance and if an Employee is absent, EMC makes every reasonable effort to obtain a replacement, including offering the shift to Employees at time and one-half pursuant to the second round of the call-in system referred to in Article 28.02 (c), so as to avoid a situation where only one Employee is assigned to an ambulance. Should that situation arise, the ambulance with only one Employee is used as a "back-up" vehicle in that, to the extent practical, other ambulances will be assigned to a call before the ambulance with only one Employee.

EMC recognizes that there are limitations on the services that can be provided by one Employee on his/her own, rather than as a member of a two person team, but patient care dictates that it is better to have an ambulance with one Employee than to take the ambulance out of service. If the situation arises where only one Employee is assigned to an ambulance, I would be pleased to review the circumstances with you.

Yours truly,

Susanne Dittmer, MBA, CHRP
Director, Human Resources

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