**MEMORANDUM OF AGREEMENT**

Pay Plan Transition

**WHEREAS** the parties have agreed that previous Health Care wage parity exercises have been completed in the past;

**AND WHEREAS** the parties wish to create a transitional agreement with a focused mandate to agree upon the matching already completed by the employers;

**AND WHEREAS** the parties intend that this MOA will expire once the process is completed; **NOW THEREFORE** the parties agree as follows:

1. The parties will establish a Pay Plan Transition Committee, composed of four representatives each of the Council and the Employers, to review and match all current health care bargaining unit classifications to classifications at the former Capital District Health Authority, NSGEU Local 42, bargaining unit. A representative of HANS will also participate on the Committee on a non-voting, ex-officio basis, and will act as Chair of the committee.
2. For the purposes of determining the correct pay rate for all classifications, the pay rate for all matched classifications shall be the HTH number for the matched classifications at the former CDHA.
3. Except where the parties agree otherwise, the parties shall not use the pay rate of PIO’ed classifications at the former CDHA and shall exclude any market or any other special adjustments currently in place in determining the HTH number and pay rate in paragraph 2, above.
4. For individual Employees whose positions are matched to classifications at the former CDHA:
	1. where the matched position at the former CDHA has a higher pay rate, the Employee shall be placed at the next higher rate of pay on the pay range of the CDHAclassification as increased by the applicable pay increases in the Collective Agreement or the minimum rate of the matched CDHA classification as likewise increased, whichever is greater; or
	2. where the matched position at the former CDHA has a lower pay rate, the Employee shall be granted present incumbent only pay protection and shall progress on the pay range of their previous classification as adjusted by general economic pay increases so long as the incumbent remains in their current position.
5. Unless the parties mutually agree on an alternate dispute resolution mechanism, all disputes regarding whether a position is appropriately matched to a position at the former CDHA shall be referred for resolution to a single arbitrator in accordance with Article 26 of the Collective Agreement.
6. An arbitrator hearing a dispute pursuant to paragraph 5 above shall have the jurisdiction to match the position to a former CDHA position, or determine that there is no match to the position at the former CDHA.
7. In determining whether a position is matched to a former CDHA position, the arbitrator shall consider the factors prescribed by the Aiken (Watson Wyatt) job evaluation system.
8. The arbitrator shall have no jurisdiction to assign a rate of pay for any position.
9. In the event that the parties agree, or an arbitrator determines, that there is no match for a position at the former CDHA, and the position has not been evaluated by the Aiken (Watson Wyatt) job evaluation system:

a. For the NSHA, the position shall be reviewed pursuant to Article 42 of the Collective Agreement;

b. For the IWK, the position will maintain its existing rate of pay.

1. Within sixty (60) days from the signing of the Collective Agreement, the Committee will convene to discuss the review process and determine a timeline for completion of the pay plan transition.
2. Implementation of the reconciled pay plans will occur immediately following completion of the matching exercise, which includes completion of any arbitration arising under paragraph 5. Any rate of pay changes shall be made effective the date Arbitrator Kaplan issues an award.

12.This Memorandum of Agreement will expire immediately upon completion of the matching exercise, inclusive of any arbitration arising under paragraph 5.