IWK & NSH / Support Bargaining Full OFFER PACKAGE

Article 1.01 (12) – Definitions

"Spouse" means husband, wife, and common-law spouses either person in a marriage, inclusive of common-law spouse, Common-law spouse includes a same sex partner in a common-law relationship except for purposes of a pension plan where the pension plan contemplates otherwise.

Article 2.07 - Diversity

(NSHA)

The Employer and each Constituent Union recognize the values of diversity, equity and inclusion in the workplace and agree to the principle of, and are committed to, establishing a workplace that is inclusive, and diverse and reflective of the different communities, cultures and peoples of Nova Scotia. In order to help achieve these goals, the parties agree to establish a Diversity, Equity Equity, Diversity, and Inclusion, Reconciliation and Accessibility (EDIRA) Committee, composed of equal representatives from the Employer and all Constituent Unions, that will meet on an as needed basis, but no less than quarterly.

(IWK)

The Employer and each Constituent Union recognize the values of diversity, equity and inclusion in the workplace and agree to the principle of, and are committed to, establishing a workplace that is inclusive, and diverse and reflective of the different communities, cultures and peoples of Nova Scotia. In order to help achieve these goals, the parties agree to establish a joint Equity, Diversity, Inclusion, and Reconciliation and Accessibility (EDIRA) Committee, composed of equal representatives from the Employer and the Union, that will meet on an as needed basis, but no less than quarterly.

Article 7.02 – Distribution of Union Literature

- (a) The Employer will provide each new Employee with a link to an electronic package prepared by the applicable Union along with a link to a copy of the collective agreement. The Employer will update the link as required by the Union. space to the Union during Employee orientation to allow the Union to distribute Union literature related to the orientation of new Union members.
- (b) The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

(c) Computer Access

Where possible, providing no additional costs are incurred by the Employer, one (1) authorized representative of each Union shall be entitled to submit for posting on the Employer's electronic communication system one electronic Union notice per month for members of the bargaining unit. The Employer shall determine the method of

distribution. The Employer shall review all proposed notices and retain a discretion not to post any notice that it deems unlawful or contrary to the Employer's interests, which discretion shall not be unreasonably exercised. The Union agrees to indemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union. Nothing in this Article requires a change to distribution practices that existed prior to April 1, 2015.

Article 7.03 (c) – Computer Access (clerical amendment- add number and lettering)

- (a) Where possible, providing no additional costs are incurred by the Employer, one (1) authorized representative of each Union shall be entitled to submit for posting on the Employer's electronic communication system one electronic Union notice per month for members of the bargaining unit.
- (b) The Employer shall determine the method of distribution. The Employer shall review all proposed notices and retain a discretion not to post any notice that it deems unlawful or contrary to the Employer's interests, which discretion shall not be unreasonably exercised. The Union agrees toindemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union. Nothing in this Article requires a change to distribution practices that existed prior to April 1, 2015.

[NEW] Article 10.02(e) - Filling Vacancies or Assignments

(e) The Employer may offer permanent part-time work of less than a 0.4 FTE to qualified employees on the WASCL provided the new position is of the same classification as the employee's current position, without posting in order of seniority first to permanent part-time employees then casual employees.

10.07 Placement in New Position

A successful internal applicant shall normally be placed in a new position within **thirty (30)**-sixty (60) days of their appointment. If such placement does not occur within the **thirty (30**) sixty (60) day period due to operational requirements, the successful applicant will receive the higher rate of pay, where applicable, effective the forty-sixth (46th)-thirty first (31st) day.

Article 13.10 - Leave of absences for the Full-time President and/or Second Officer

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

- (a) An Employee who declares intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the intention to seek the office of President.
- (b) An Employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term(s) they are to serve.

- (c) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purpose of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (e) All benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration, of their term of office, the Employee shall be reinstated in the position they held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (h) Notwithstanding paragraph (b) or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
- (i) Notwithstanding the provisions of the agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, other pension, and group insurance premiums made on behalf of the Employee during the period of leave of absence.
- (k) An Employee elected or appointed as the Second Officer of the Union shall also receive a leave of absence without pay for their term(s) of service in accordance with this article. However, if they are in the same work area as the President, the leave will be subject to operational requirements.

NSH 14.13 / IWK 14.10 Posting of Shift Schedules

a) Shift and standby schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer shall make every reasonable effort not to change shifts. If the Employer changes the shift schedule within forty-eight (48) seventy- two (72) hours of the shift, the Employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform Employees of the shift changes made to the posted schedules.

(NSH)

Article 14.08 – Meal Breaks and Rest Periods (Article 14.05 for IWK)

For each seven and one-half (7 $\frac{1}{2}$) hour shift, subject to the provisions of Article 14.09, the Employer shall provide an unpaid meal break of one-half ($\frac{1}{2}$) hour and paid rest periods totalling one-half ($\frac{1}{2}$) hour, not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an Employee be permitted to leave their work area. Operational

requirements may be such that these breaks may not be able to taken off the premises. These breaks shall be prorated **as per Appendix XX** for shift duration.

Reference APPENDIX XX – Meal Breaks and Rest Periods Chart (IWK)

Same language but article 14.05. IWK will not include 70-hour chart as no 70-hour employees.

Article 14.14 - Exchange of Shifts

Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, Employees may exchange shifts, where operational requirements permit, and there is no increase in cost to the Employer.

Consent shall not be unreasonably withheld by the Employer. Where the Employer denies such request, the immediate manager shall provide a reason to the requesting employee.

Article 15.06 – Overtime Meal Allowance

An Employee, who is required to work a minimum of three (3) hours' overtime immediately following their scheduled hours of work and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at or adjacent to their place of work. Under such conditions they shall be provided a voucher for one (1) meal in the amount of \$15.00 or where *the Employee requests*, the Employee will receive reimbursement in the amount of \$15.00 through the payroll system.

Article 15.09 - Time Off in Lieu of Overtime

Employees may be permitted to continuously carry an accumulation of up seventy-five (75) hours. The Employer shall divide the year into four (4) quarters two (2) six (6) month periods. At the end of each quarter six (6) month period, the Employer may payout any unused overtime down to seventy-five (75) hours.

16.01 Standby Compensation

- (a) Employees who are required by the Employer to standby shall receive standby pay of sixteen dollars and twenty-one cents (\$16.21) for each standby period of eight (8) hours or less.
 - Effective October 31, 2023, Employees who are required by the Employer to standby shall receive standby pay of twenty dollars (\$20.00) for each standby period of eight (8) hours or less.
- (b) Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of thirty two dollars and forty cents (\$32.40) for each standby period of eight (8) hours or less.

Effective October 31, 2023, Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of forty dollars (\$40.00) for each standby period of eight (8) hours or less.

(c) The Employer will endeavor not to schedule Employees to standby for more than two (2) weekends, or partial weekends, in a rolling four (4) week period or for more than seven (7) consecutive calendar days.

Should the Employee be scheduled for stand by for three (3) or more weekends in a rolling four week period, or partial weekends, or eight (8) or more consecutive calendar days, the Employee will receive two times (2X) the stand by pay in (a), or (b) if the stand by occurs on a Holiday, for the standby periods on the eighth (8th) or more consecutive calendar days or on the third (3rd) or subsequent weekend in a rolling 4 week period.

If mutually agreed between the Employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article

Article 16.06 - Rest Interval After Callback

The Employer shall provide at least six (6) eight (8) hours between the time an Employee completes a period of callback and the commencement of the Employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the Employee shall not be entitled to a six (6) eight (8) hour rest interval. If mutually agreeable between the Employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

Article 16.07 – Compensation Where Rest Interval Not Taken

Subject to Article 16.06, where, because operational requirements do not permit or where mutually agreeable variations between the Employee and the Employer are not acceptable, the six (6) eight (8) hour rest period, pursuant to Article 16.06, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one half (1 ½T). two (2) times the employee's rate of pay.

Article 17.17 – Reimbursement of Expenses Upon Recall

Where, during any period of approved vacation, an Employee is recalled to duty, they shall be reimbursed for reasonable expenses, subject to the provisions of Article 28, that they incur:

- (a) in proceeding to their place of duty;
- (b) in returning to the place from which they were recalled if they immediately resume vacation leave upon completing the assignment for which they were recalled; and
- (c) if an Employee's vacation is approved and then cancelled by the Employer causing the Employee to lose a monetary deposit on vacation accommodations and/or travel, and

providing the Employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit.

In addition to the above, an Employee shall be compensated at two (2) three (3) times their regular rate of pay for time worked during the period of recall from vacation. Any decision to recall the Employee from vacation will require the approval at a senior leadership level to be designated by the Employer.

Article 17.XX – Compensation for Cancellation of Approved Vacation

Where the Employer cancels vacation once it has been approved, but prior to the commencement of the vacation, the Employee shall be compensated at two (2) times their regular rate of pay for the time worked during the period of what would have been their period of paid vacation.

17.19 Illness During Vacation (iwk only)

Accumulated sick leave credits may be substituted for hours of vacation interrupted where it can be established by the Employee to the satisfaction of the Employer that an illness or accident occurred prior to the commencement of the vacation and that the illness or the accident was such that the vacation plans of the Employee were interrupted.

If an Employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the Employee will be granted sick leave and their vacation credits restored to the extent of the sick leave. The form is to be provided to the Employer immediately upon the return of the Employee. If the Employee does not have access to the Employer's form, the Employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) the date the Employee saw the physician;
- (b) the date the Employee became ill;
- (c) the nature of the illness; and
- (d) the duration, or the expected duration of the illness.

Upon the Employee's return, they shall sign an authorization if requested by Occupational Health Services, permitting the physician to clarify or elaborate on the nature of the Employee's illness or injury, as it relates to this claim, to Occupational Health Services.

(NSHA)

An Employee who is entitled to time off with pay *may choose alternative days as Holidays* in lieu of Good Friday, Easter Monday, Christmas and/or Boxing Day pursuant to Article 18.03 (c), 18.05 (a) (ii) and/or 18.06 (a) (ii) may to take such time with pay in lieu at a time that permits them to observe a holy day of their own faith. holiday on the day of religious, cultural, or spiritual significance to the employee in lieu of the holidays identified pursuant to this Article. The Employee shall advise her their immediate management supervisor in writing of her their desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavor to grant the request where operational requirements permit.

(IWK)

An Employee who is entitled to time off with pay *may choose alternative days as Holidays* in lieu of Good Friday, Easter Monday, Christmas and/or Boxing Day pursuant to Article 18.03 (c), 18.05 (a) (ii) and/or 18.06 (a) (ii) may to take such time with pay in lieu at a time that permits them to observe a holy day of their own faith. holiday on the day of religious, cultural, or spiritual significance to the employee in lieu of the holidays identified pursuant to this Article. The Employee shall advise their immediate management supervisor in writing of their desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavor to grant the request where operational requirements permit.

Article 18.11 – Carry Over of Banked Holiday Time

Employees may be permitted to continuously carry an accumulation of up to twenty-two and-one-half (22.5)-forty-five (45) hours of banked Holiday time. The Employer shall divide the year into four (4) quarters two (2) six (6) month periods. At the end of each quarter, six (6) month period, the Employer may pay out any unused banked holiday time down to twenty-two-and-one-half (22.5) forty-five (45) Hours.

Article 19.02 - 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 their 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 that seven (7) calendar day period. In any event, the Employee shall be entitled to thirty-seven and one-half (37 ½) consecutive hours paid leave, even if this extends past the seven (7) calendar days leave. "Immediate Family" is defined as the Employee's father, mother parents, guardian, brother, sister, siblings, spouse, child, father in-law, mother in-law, parents-in-law, son in-law, daughter in law, child-in-law, step-child or ward of the Employee, grandparent or grandchild of the Employee, step-mother, step-father, step-parent, step-brother, step-sister, step-siblings, step-grandparent, step-grandchild, and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. For employees whose hours of work are seventy (70) hours bi-weekly or eighty (80) hours bi-weekly the entitlement shall be thirty-five (35)/forty (40) consecutive hours paid leave, even if this extends past the seven (7) calendar days.

The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the death, otherwise eligibility will be determined in accordance with paragraph (c) below.

For the purpose of this Article, "Immediate Family" as defined above will include one person who is equivalent to a member of the immediate family for the Employee. An Employee shall be entitled to be everywhent leave for such person only once during the Employee's total period of employment with the Employer.

- (b) In the event that the funeral or interment for any of the Immediate Family does not take place within the period of bereavement leave provided but occurs later, the Employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral or internment bereavement leave may be deferred wholly or partly for the purpose of attending the ceremonial observances of the death to a maximum of two segments. The Employee shall notify the Employer of this deferment at the time of the bereavement leave. Deferred bereavement leave shall be taken within twelve (12) months of the date of the death.
- (c) Every Employee shall be entitled to leave with pay up to a maximum of three (3) days in the event of death of the Employee's brother-in-law or sister-in-law sibling-in-law, where the relationship is current at the time of death.

Article 19.06 - Pregnancy Leave

Pregnancy/End of Pregnancy Leave

- (n) Every Employee shall be entitled to leave, in accordance with the Labour Standards Code of Nova Scotia, for a pregnancy which ends prior to nineteen (19) weeks. The Employee may be eligible for sick leave or the Employee may elect that such leave be paid by charging the time to the Employee's accumulated vacation or accumulated holiday banks. An Employee shall not be placed or advanced, as part of the Employer's attendance support program as a result of this absence.
- (o) If a pregnancy ends after the 19th week of pregnancy, the Employee shall be entitled to up to sixteen (16) weeks of Pregnancy Leave. Article 19.06 Pregnancy/Birth Allowance shall apply.

Article 19.12 (IWK) - Leave for Family Illness and Medical and Dental Appointments

Full-time Employees shall be entitled to leave of absence with pay for up to thirty-seven and one-half (37.5) hours per fiscal / calendar year to attend to an illness of a member of the Employee's immediate family meaning spouse, son, daughter, child, father or mother (or legal guardian) parent or person to whom the Employee is a legal guardian when no one at home other than the Employee can provide for the needs of the ill person, or to engage in personal preventative medical and dental care of the Employee's Immediate Family.

The benefits shall be pro-rated for Part-time Employees.

Article 19.13 – Leave for Storms of Hazardous Conditions

- (a) Time lost by an Employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an Employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the Employee at a time agreed upon between the Employee and the Employee's immediate supervisor; or
 - (ii) charged to the Employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
- (b) Notwithstanding 19.13 (a) reasonable lateness of less than two (2) hours for a scheduled shift due to such conditions will be compensated as regular time worked. beyond the beginning of an Employee's regular shift starting time shall not be subject to the provisions of Article 19.13 (a)(i), (ii), or (iii), where the lateness is justified by the Employee being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the Employee to arrive at their work station at the scheduled time.
- (c) All time lost in excess of two (2) hours will be deemed to be leave, and shall, at the Employee's option be subject to the provisions of Article 19.13 (a)(i), (ii), or (iii).
- (d)(e)No discrimination is to be practiced in the administration of this Article resulting from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

Article 19.18 (NSHA)/Article 19.19 (IWK) – Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks in accordance with the *Labour Standards Code*, to provide care or support to:

- the spouse of the Employee,
- a child or step-child of the Employee,
- a child or step-child of the Employee's spouse,
- a parent or step-parent of the Employee.
- the spouse of a parent of the Employee,
- the sibling or step-sibling of the Employee,
- the grandparent or step-grandparent of the Employee,
- the grandchild or step-grandchild of the Employee,
- the guardian of the Employee,
- the ward of the Employee,
- a relative of the Employee permanently residing in the household of the Employee or with whom the Employee permanently resides,
- the father-in-law or mother-in-law parent-in-law of the Employee,
- the son-in-law or daughter-in-law child-in-law of the Employee, or
- any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code, as amended from time to time.

Article 19.23 (19.24 for IWK) – Leave for Volunteer Firefighter and Ground Search and Rescue

Subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an Employee who is a registered member of a volunteer fire department or volunteer ground search and rescue organization and who is called out during work hours.

Article 19.25 - Reservist Leave

The Employer will provide Reservist Leave in accordance with the Labour Standards Code.

Article 25.03(b) - Grievance Mediation

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

Article 31.10 – Employee Safety and Security Measures

- a) No form of abuse of an Employee will be condoned. Every reasonable effort will be made to rectify an abusive situation.
- b) The Employer shall provide security measures at Emergency Departments during the evening, night and weekend shifts.
- c) Further, no Employee shall be assigned to work without another Employee or assigned security for the work site.
- d) Where the Employer can demonstrate that working alone is fundamental to the Employee's position, a Working Alone Safety Plan shall be developed in consultation with the Employee, management, OHSW and the Joint Occupational Health and Safety Committee.

Article 34.03

- (a) The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to affect 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.
- (b) An Employee who returns to work as a casual after retirement will be placed on the increment scale at the same step they were on immediately preceding their retirement.

[IWK only]

Article 34.13 – In-Charge Pay [Renumber remainder of article; Delete IWK MOA #7 Team Leader Stipends]

- (a) During off duty hours of the supervisor, where an Employee is designated as being "in-charge", that Employee shall be paid a premium of seventy cents (\$0.70) per hour. The off duty hours are those hours when the supervisor is not normally on duty, (e.g., evenings, nights, week-ends, paid holidays.)
- (b) Where an Employee is designated as Team Leader or where during the on duty hours of the supervisor an Employee is designated "in charge", that Employee shall receive pay equivalent to six (6) per cent higher than their existing rate of pay.

Article 34.13 - Shift Premium

Effective November 1st, 2024 the date of ratification, for all hours worked, including overtime hours worked, on shifts where half or more of the hours are regularly scheduled between 6:00 p.m. and 6:00 a.m., Employees shall receive a shift premium of **four** two dollars and thirty five cents (\$4.00) (\$2.35) per hour.

Article 34.14 -Week-end Premium

Effective November 1st, 2024 the date of ratification, for all hours worked between the hours of 0001 Saturday and 0700 Monday, Employees shall receive a weekend premium of **four** two dollars and thirty five cents (\$4.00) (\$2.35) per hour.

Article 37.16 – Termination of Employment Relationship

A Casual Employee who has not been called to report for work, or who has been unavailable for work for nine (9) six (6) months, notwithstanding Article 38.03 (c), shall cease to be an Employee. A Casual Employee who refuses to accept an offered shift of three (3) hours or less shall not be deemed to have been unavailable to work that shift.

Article 38.03(f)(ii) - Work Area Specific Casual Lists

(f)(ii) A Permanent Part-Time Employee may request that their name be placed on one (1) additional Work Area Specific Casual Lists. Such a request shall be considered by the Employer and the decision will be made based on operational requirements.

Article 38.03(j) - Off Unit Overtime Availability

Once the Employer has exhausted the Work Area Specific Casual List process, including the offering of overtime in the work area, and there remains work available, the Employer may offer such assignment to qualified Employees outside of the home work area who have expressed interest in being assigned overtime work. Notwithstanding Article 15.08, overtime worked outside of the Employee's home work area shall be taken in the form of pay.

Article 38.05(f) – Long Assignments

Notwithstanding Article 37.02, a Casual Employee who accepts a Long Assignment shall only be excluded from the following benefits:

- (i) Vacation (Article 17)
- (ii) Pregnancy Leave Allowance (Article 19.06(n))
- (iii) **Parental and Adoption Leave Allowance (Article 19.08(i))**
- (iv) Prepaid Leave (Article 19.15 and 44)
- (v) Leave of Absence for Political Office (Article 19.16)
- (vi) Military Leave (Article 19.17)
- (vii) Education Leave (Article 19.18)
- (viii) Retirement Allowance (Article 29)
- (ix) Job Security (Article 32)
- (x) Job Sharing (Article 40)

Appendix 1 – Expedited Arbitration

[...]

2. The following persons shall serve as a panel of single arbitrators:

Susan Ashley Karen Hollett

Eric Slone

The above arbitrators shall be contacted in advance and advised of the parties' expectations pursuant to these Rules of Procedure. Should any arbitrator not be willing to adhere to the requirements of this process their name will be removed from the above list and the parties will agree on a substitute in the roster.

(NSHA)

Appendix "A"

NS19.11 General Leave

[...]

(ii) Leave For Family Illness

In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, father, mother, parent, child, or person to whom the Employee is legal guardian, 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 their immediate management supervisor, leave with pay up to five (5) working days per fiscal year, for the purpose of making such arrangements as

are necessary to permit the Employee's return to work. The immediate management supervisor may require proof of the need for such leave as they consider necessary.

[...]

(iv) Leave for Medical and Dental Appointments

Employees shall be allowed paid leave of absence up to three (3) working days per fiscal year, in order to engage in personal preventative medical and dental care *or for the preventive medical or dental care for the Employee's immediate family.*

[...]

Appendix "B"

[...]

PH20.06 Leave for Family Illness

In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, *child*, or parent, for whose needs no one except the Employee can provide, the Employee may be granted, after notifying the Employer, leave without loss of regular pay up to a maximum of five (5) days per annum. This leave is for the Employee to provide for the temporary care of the Employee's immediate family and for reasonable time to make alternate care arrangements. The Employer may require proof of the need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

[...]

PH20.20 Leave for Personal /Family Preventive Care

Employees shall be allowed paid leave of absence up to three (3) days per annum, in order to engage in personal preventive medical and dental care *or for the preventative medical or dental care for the Employee's immediate family*. Such leave will be debited against sick leave credits.

Appendix "D"

[...]

UN11.07

(a) Subject to available sick leave credits, Permanent Employees shall be permitted leave of absence without loss of regular pay, for up to twenty-two and one-half (22.5) hours in total per fiscal year to attend to personal preventative medical and dental appointments or for the preventative medical and dental appointments of the Employee's Immediate Family. Employees shall endeavour to arrange for such appointments during off duty hours.

[...]

(NSHA)

Appendix "C" - Leave for Family Illness and Medical and Dental Appointments

CU24.17 Sick Leave for Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one-half (37½) hours per annum (pro rated for Part-time Employees) debited against sick leave credits in order to:

- (a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Employee's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Employee's immediate family, as defined in Article 19.02 (a), who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;
 - (iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 19.13) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.
 - iv) to attend to the medical or dental care of their immediate family members.

The Employer may require verification of the condition claimed. This provision is not applicable to a Casual Employee.

(c) An Employee will be allowed to use up to 15 of the hours referred to in the preamble of this Article to attend to the Medical and Dental Care of their Immediate Family members.

Memorandum of Agreement XX – Seasonal Part-Time Employee

- 1. For the purposes of this MOA, Seasonal Part-Time Employee are Employees in positions that are created by the Employer to address ongoing staffing challenges, such as those that have seasonal changes in service delivery needs.
- 2. A Seasonal Part-time Employee shall be covered by the provisions of Article 39: Part-Time Employees, except as provided otherwise below.
- 3. A Seasonal Part-time Employee will compress a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the Employee would be under no obligation,

- and could not be compelled, to accept any scheduled or unscheduled work with the Employer. These positions will be posted pursuant to Article 10 Job Postings.
- 4. The Union shall be notified of such posting and <u>provided with a copy of the hire letter.</u> the compressed agreement shall be provided to all parties in an individual Memorandum of agreement (MOA).
- 5. A Seasonal Part-time Employee shall be paid as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year (smoothing).
- 6. A Seasonal Part-time Employee shall be scheduled in accordance with the collective agreement.
- 7. Vacation shall only be utilized during the compressed work period described in Item 3 above unless otherwise mutually agreed.
- 8. A Seasonal Part-Time Employee position may be eliminated at the discretion of the Employer. The Permanent Employee will be entitled to all rights under Article 32.

(NSHA)

Memorandum of Agreement ## Cost Sharing of Retiree Benefits - CUPE and UNIFOR

WHEREAS the cost sharing for retiree benefits for Unifor and CUPE has **not been updated since implementation in 2012**;

AND WHEREAS this does not reflect the cost sharing for retiree benefits for other unions:

THEREFORE the Parties agree to <u>review the work done by the committee formed under</u> <u>the Health Care collective agreement to examine this issue, and if either party so desires, to meet within 90 days of signing of the Agreement to review the current cost share model for the Retiree Benefit Plan to determine the costs associated with adjusting the cost sharing arrangement for retiree benefits.</u>

Memorandum of Agreement XX Internal Transfer Process

WHEREAS the Nova Scotia Council of Nursing Unions, the Nova Scotia Health Authority, and the Izaak Walton Killam Health Centre have agreed to create and trial an internal transfer process that involves the placement of names on an internal transfer roster;

AND WHEREAS it is anticipated that the nursing transfer process and roster will be created and trialed during the term of this Collective Agreement;

AND WHEREAS the Parties acknowledge that the process developed in nursing may have applicability to the Health Support Bargaining Unit;

The Parties agree as follows:

Within one hundred and eighty (180) calendar days of the implementation of the nursing internal transfer process, the Parties will form a joint committee comprised of a representative of each Constituent Union and an equal number of Employer representatives to evaluate the internal transfer process and roster to determine if a similar process could be implemented in the Health Support Bargaining Unit.

[NSH ONLY]

Memorandum of Agreement XX Unifor Dues

A representative or representatives of the Nova Scotia Health Authority and Unifor shall, within 90 days of the signing of this Collective Agreement, meet to examine the issue of dues remittance for Unifor members in Eastern Zone for whom the formation of NSH resulted in the placement of certain members in a bargaining unit which does not align with the Unifor Local.

Memorandum of Agreement #4 – Arbitration Process for S.T.I. Benefit Grievance (NSHA)

The parties agree to create a new arbitration process for S.T.I. benefit grievances, wherein grievances are referred to the Occupational Health Department for review by the Manager of Occupational Health or designate. If the matter is not resolved following the review, the matter may be referred to expedited arbitration pursuant to Appendix 1. For purposes of expedited arbitration pursuant to this article only, the following persons shall serve as arbitrator on a rotating basis:

Bill Kydd Karen Hollett,

Bruce Outhouse

Memorandum of Agreement #9(NSHA)/#4 (IWK) - Legacy Carry Over Banks

*Proposal to remove MOA as parties confirm all legacy carry over banks have been paid out or will be paid out before the conclusion of bargaining.

Memorandum of Agreement #23 – Seniority Tie Breaking

Further to Article 1.03 (c) of the Health Support collective agreement between NSHA and the Nova Scotia Council of Health Support Unions, the Unions and the Employer recognize that a standardized process and methodology is required in order to address Seniority ties that result when two (2) or more permanent Employees are hired with the same date in the same bargaining unit:

- A. Seniority Ties will be broken through a randomized electronic method.
- B. The Employer will identify the Employees by bargaining unit seniority list with seniority ties.
- C. The Employer will conduct the randomized electronic method on a monthly basis on the first working day of each month at 1:00 pm (or other date and time as mutually agreed). The dates are as follows for 2019 and 2020:

- 1. September 12, 2019 covering all new hires from last published seniority lists (Feb 16, 2019 to August 31, 2019).
- 2. November 1, 2019 covering all hires Sep 1-30
- 3. December 2, 20219 covering all hires Oct 1-31

NOTE: Permanent and Casual seniority lists are posted on December 15 for Health Support.

- 4. January 2, 2020 covering all hires Nov 1-30
- 5. February 3, 2020 covering all hires Dec 1-31
- 6. March 2, 2020 covering all hires Jan 1-31
- 7. April 1, 2020 covering all hires Feb 1-29
- 8. May 1, 2020 covering all hires Mar 1-31
- 9. June 1, 2020 covering all hires Apr 1-30

NOTE: Casual seniority lists are additionally posted on June 15 for Health Support.

- 10. July 2, 2020 covering all hires May 1-30
- 11. August 4, 2020 covering all hires Jun 1-30
- 12. September 2, 2020 covering all hires July 1-31
- 13. October 1, 2020 covering all hires Aug 1-31
- 14. November 2, 2020 covering all hires Sep 1-30
- 15. December 1, 2020 covering all hires Oct 1-31
- D. Representatives for the Employer and the Unions will witness the randomized electronic tie breaking method.
- E. The Employer and the Unions will continue to work together on options to be able to witness the randomized electronic method.
- **F.** The seniority ranking results will be entered into SAP and will appear on the official seniority lists when posted as per the collective agreements.
- G. Employees, Managers, or the Unions can make inquiry to People Services to confirm seniority ranking.

H.

The Employer and the Unions further recognize Article 1.03 (c)(iii) addresses Seniority ties that are the result of a casual Employee having seniority hours converted to a permanent seniority date.

However the collective agreement does not address seniority ties that result as per Article 1.03 (b) when a permanent Employee transfers into the bargaining unit from another bargaining unit or is hired from the IWK.

In the event that an Employee who transfers seniority as per Article 1.03 (b) has the same Seniority date as a current Bargaining Unit member(s), the Employee who transfers shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s) with the same seniority date.

[NEW] MOA ## Permanent Resource Employee (Unit Aides and Patient Attendants Only) [For IWK, Unit Aides Only]

It is recognized that there may be circumstances where the Employer sees value in posting Permanent Resource Employee ("PRE") positions to support meeting operational requirements in for specific work areas within a work site. A PRE is not intended to apply to situations where an Employee is regularly assigned based on their position to different work within a department/work area, reassigned to work in different work areas in accordance with Article 35 or works additional, extra or relief shifts.

No PRE position shall be assigned more than 2 existing defined work areas or more than 4 one (1) work site.

In the event that the Employer wishes to introduce a PRE position, the Employer will notify the constituent Union and provide a copy of the PRE posting.

Such position shall not be used for the purpose of reducing a permanent staff position within the classification of one of the specified units at the work site.

In the event that the Employer does introduce a PRE role in any work <u>site</u> area, the following parameters will apply:

- (a) In no event will the Employer introduce PRE roles in excess of 10% of the number of employees in the classification within the work site.
- (b) It is recognized that, while a PRE will have scheduled shifts, they may not know the specific work area in which they will be assigned until the start of the shift. Once the shift has commenced, they shall not be moved beyond 2 units within such shift.
- (c) A PRE shall be used for the purpose of meeting unpredictable operational requirements, or replacing other Employees who are absent for periods not exceeding one (1) month including approved vacation time. Except for these circumstances, PREs shall not be utilized as an alternative to permanent full-time and permanent part-time Employees.
- (d) PREs must follow a formalized cross training plan to ensure transition to practice for the work areas that are part of the position.
- (e) Vacancies for the position of PRE shall be filled in accordance with the procedures set out in Article 10 (Job Postings), Article 38 (Long or Short Assignment) or, where applicable, Article 32 (Job Security) of the collective agreement. Where the position is posted the notice shall indicate the applicable work area groupings.
- (f) All articles of the collective agreement apply to PREs.
- (g) An Employee appointed by the Employer to a position as a PRE shall be compensated with a premium in addition to the Employee's regular hourly rate and in addition to other applicable premiums (e.g. shift, weekend). The hourly rate of pay shall be based on the regular Employee rate as set out in Appendix 2 and the applicable supplement shall be paid three dollars and fifty cents (\$3.50) per hour.

[NEW] MOA ## - Recent Retiree Recruitment

The parties recognize the value in providing opportunities for recently (within the last 6 months) retired Employees to return to work.

The parties agree that where the Employer determines a need for a temporary part-time position of 0.4 FTE or less in a work area <u>and is able to establish an inability to fill it with a qualified internal candidate</u>, the Employer may post a short or long assignment, in accordance with Article 10, indicating the opportunity is for recent retiree Employees.

A recent retiree Employee may also include a retired Employee who has returned to the Employer on a casual basis, post-retirement, within the last six (6) months. The assignment may be no less than one (1) month and no more than twelve (12) months in duration. If the position cannot be filled with a qualified recent retiree, the Employer may opt to repost without the restriction.

The Employer shall notify the relevant constituent Union of their intent to post a recent retiree position and whether or not the posting was filled.

Two (2) year deal as follows:

November 1, 2023 - October 31, 2025

General Economic Adjustment applying to all classifications:

November 1, 2023: Three percent (3%) November 1, 2024: Two percent (2%)

<u>Special Bargaining Unit Adjustment</u> applying to all classifications in the Bargaining Unit:

November 1, 2023: Two and one-half percent (2.5%).

Recruitment & Retention (Building Trades)

November 1, 2023: Two and one-half percent (2.5%) for those classifications on **Appendix A**, attached.

In addition, the following classifications which do not have current market adjustments will receive the following market adjustments, which will be rolled into the base wage rate for the classification, effective date of ratification:

- Painter \$2475
- Carpenter \$2475
- Building Maintenance Worker \$2475
- 4th Class Engineers \$1000

[NEW] MOA Re: Certain Classifications Existing in Support and Health Care Bargaining Units

WHEREAS Nova Scotia Health employs Employees in certain classifications which are found in both the Support and Health Care Bargaining Units;

AND WHEREAS certain classifications in the Health Care Bargaining Unit are part of a process which may result in wage adjustments;

NOW THEREFORE the Parties agree:

- 1. This MOA applies to the following classifications (the "Listed Classifications") presently in the Nova Scotia HealthCare Bargaining Unit and the Nova Scotia Health and IWK Health Support Bargaining Unit:
 - a. Renal Assistant
 - b. SPD Tech (Including any "in training" classifications)
 - c. MDR Tech (Including any "in training" classifications)
 - d. Unit Aide
- 2. If any of the Listed Classifications in the Nova Scotia Health Care Bargaining Unit qualifies for an adjustment through the process outlined in the 2023-2025 Health Care Collective Agreement MOA #33 Re: Wage Adjustments, the Employers shall apply the same wage adjustment to the pay scale for the same classification in their respective Support Bargaining Unit.
- 3. If any of the Listed Classifications in the Nova Scotia Health Care Bargaining Unit qualifies for an additional pay scale step adjustment, the Employers shall apply the same step adjustment to the pay scale for the same classification in their respective Support Bargaining Unit at the same effective date.
- 4. In no case shall an adjustment provided for in paragraph two above be applied in such a way that it results in a Listed Classification in the Support Bargaining Unit being paid higher than the same classification in the Health Care Bargaining Unit. In such a case, the applicable adjustment shall be modified to prevent this from occurring.

[NEW] MOA Re: Market Adjustments

WHEREAS certain classifications are presently subject to Market Adjustments pursuant to MOA #2 Re: Market-Based Adjustments;

AND WHEREAS the Parties desire to include present Market Adjustments into the base rates of those classifications;

[NSH Only] AND WHEREAS the Parties intend, for the purposes of this MOA, that where a classification which is presently subject to a Market Adjustment in one Zone or former DHA but not in another or others, they should all receive the same Market Adjustment for the classification;

[IWK Only] AND WHEREAS the Parties intend, for the purposes of this MOA, that where a classification which is presently subject to a Market Adjustment in NSH, the corresponding IWK classification should receive the same Market Adjustment;

THE PARTIES AGREE AS FOLLOWS:

- 1. The classifications listed in the table below (the "Listed Classifications") are acknowledged as having Market Adjustments in place as of October 31, 2023.
- 2. The Market Adjustment for the Listed Classifications shall be added to the base rate for the classification, regardless of location and employer, effective November 1, 2023.
- 3. Where a classification has different Market Adjustments, the higher of the Market Adjustments will be the one that gets added to the base rate in accordance with paragraph 2 above.
- 4. Any General Economic Adjustments, Special Bargaining Unit Adjustments, Functional Adjustments or any other financial adjustments to the Listed Classifications shall be applied to the Listed Classification after the inclusion of the Market Adjustment described in paragraph 1.
- 5. The Parties may, by agreement, add any classification to the List in paragraph 1.

Org	Zone	Current Pay Grade	Current Title	SUP Pay Plan Pay Grade	SUP PPT Class Title*	Curre nt Mkt Adj.	New Market
NS H	CZ	SUP115	2nd Class Stationary Engineer	SUP115	2nd Class Stationary Engineer	\$ 5,000	\$ 5,000
NS H	CZ	SUP211	3rd Class Stationary Engineer	SUP211	3rd Class Stationary Engineer	\$ 2,475	\$ 2,475
NS H	CZ	SUP211	3rd Class Stationary Engineer	SUP211	3rd Class Stationary Engineer	\$ 2,000	\$ 2,475
NS H	CZ	SUP114	Air Conditioning/ Refrigeration Tech	SUP114	Air Conditioning/ Refrigeration Tech	\$ 4,436	\$ 6,000
NS H	WZ	SE53	Air Conditioning/ Refrigeration Tech	SUP114	Air Conditioning/ Refrigeration Tech	. **	\$ 6,000
NS H	EZ	HTH054 S	Biomedical Engineer Certified	SUP315 B	Biomedical Engineering Technologist (Certified)	\$ 10,000	\$ 10,000
NS H	CZ	HTH124 S	Biomedical Engineer Certified	SUP315 B	Biomedical Engineering	\$ 10,000	\$ 10,000

					Technologist			I
NO	10/7	LITUADA	D: 1: 1	0110045	(Certified)	•		\perp
NS H	WZ, NZ	HTH124 S	Biomedical Engineering	SUP315 B	Biomedical Engineering	\$ 10,000	10,000	\$
11	INZ	3	Tech	В	Technologist	10,000	10,000	٦
			100.1		(Certified)			
IW	IWK	GE87	Biomedical	SUP315	Biomedical	\$		\$
K			Engineering	В	Engineering	10,000	10,000	Э
			Technologist		Technologist			
NS	EZ	HTH050	Biomedical	SUP315	(Certified) Biomedical	\$		\$
H	L	S	Engineer Non-	A	Engineering	10,000	10,000	
			Certified		Technologist	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
					(Non-Certified)			
NS	CZ	HTH131	Chief	SUP317	Chief	\$		\$
Н		S	Biomedical		Biomedical	10,000	10,000	J
			Engineering Tech		Technologist			
NS	CZ	HTH131	Chief Dialysis	SUP317	Chief Dialysis	\$	(\$
Н		S	Technologist		Technologist	10,000	10,000	
NS	WZ	SE59	Chief Eng. Plant	SE59	Chief Eng.	\$	\$5,000	*
Н			& Main VRH		Plant & Main	-		
					VRH (2nd Class)			
NS	CZ	SUP114	Chief Operating	SUP114	Chief	\$	\$2,475	*
Н	0_		Engineer 3rd		Operating	2,475	Ψ=, σ	
			Class		Engineer 3rd			
					Class		4	_
NS H	WZ	SE59	Chief Plant YRH	SE59	Chief Plant YRH	\$	\$5,000	*
NS	CZ	SUP114	Controls	SUP114	Controls	5,000 \$		\$
Н	02	001 114	Technician	001 114	Technician	4,436	4,436	
IW	IWK	SVC043	Electrician	SUP114	Electrician	\$	•	\$
K						4,436	4,436	6
NS	CZ	SUP114	Electrician	SUP114	Electrician	\$		\$
Н	14/7	OFF0	□ atriaia.	CLID444	□ + · · · - · - · ·	4,436	4,436	_
NS H	WZ, NZ	SE53	Electrician	SUP114	Electrician	\$	\$ 4,436	5
NS	EZ	SVC044	Electrician	SUP114	Electrician	\$	\$ 4,436	6
Н						-	+ 1,12	
IW	IWK	NA	New position	SUP113	Electromechani	\$	\$ 4,436	ô
K					cal Technician	-		_
NS	NZ, WZ	SE55	Engine Operator 2nd Class	SE55	Engine	\$	\$5,000	*
Н	VVZ		2nd Class		Operator 2nd Class	5,000		
NS	WZ,	SE51	Engine Operator	SE51	Engine	\$	2,475	*
Н	NZ		3rd Class		Operator 3rd	-	, -	
					Class			Ш
NS	WZ,	SE47	Electromechanic	SUP113	Equipment	\$	\$ 2,516	3
Н	NZ		al Technician		Maintenance Technician	-		
	<u> </u>	1		<u> </u>	I COMMUNICATI	<u> </u>		

NS H	EZ	SVC045	Electromechanic al Technician	SUP113	Equipment Maintenance Technician	\$ -	\$	2,516
NS H	CZ	SUP113	Equipment Maintenance Tech	SUP113	Equipment Maintenance Technician	\$ 2,516		\$ 2,516
NS H	WZ	SE53	Industrial Mechanic	SUP114	Industrial Mechanic	\$ -	\$	4,436
NS H	CZ	SUP114	Industrial Mechanic/ Millwright	SUP114	Industrial Mechanic/ Millwright	\$ 4,436		\$ 4,436
NS H	All		Lead Hand classifications		Lead Hand classifications* *	\$ -	As	Aligned with sociate d ssificati on
NS H	WZ	SE53	Industrial Mechanic/Millwri ght	SUP114	Millwright	\$ -	\$	4,436
NS H	EZ/DH A 8	SVC042	Millwright	SUP114	Millwright	\$ -	\$	4,436
NS H	EZ/DH A 7	SVC044	Millwright	SUP114	Millwright	\$	\$	4,436
NS H	CZ	SUP115	Perm Relief 2nd Class Engineer	SUP115	Perm Relief 2nd Class Engineer	\$ 5,000	Š	\$5,000*
NS H	EZ/DH A 8	SVC047	Plant Engineer	SVC047	Plant Engineer	\$ -	\$	2,475
NS H	CZ	SUP114	Plumber	SUP114	Plumber	\$ 4,436		\$ 4,436
NS H	WZ, NZ	SE53	Plumber	SUP114	Plumber	\$	\$	4,436
NS H	EZ/DH A 7	SVC040	Plumber	SUP114	Plumber	\$	\$	4,436
IW K	IWK	SVC040	Plumber - Journeyman	SUP114	Plumber	\$ 4,436		\$ 4,436
NS H	EZ	SVC046	Power Engineer 3rd Class	SVC046	Power Engineer 3rd Class	\$ 2,000	\$	2, 475*
NS H	EZ	SVC046	Power Engineer 3rd Class	SVC046	Power Engineer 3rd Class	\$ -	\$	2,475
NS H	EZ/DH A 8	SVC048	Power Engineer, 2nd Standard Certification	SVC048	Power Engineer, 2nd Standard Certification	\$ -	\$	5,000
NS H	EZ	SVC046	Power Engineer, 3rd Standard Certification	SVC046	Power Engineer, 3rd Standard Certification	\$ -	\$	2,475

IW K	IWK	SVC041	Refrigeration Maintenance	SUP114	Refrigeration Maintenance	\$ 4,436	\$ 6,000
NS	EZ/DH	SUP114	Plumber	SUP114	Refrigeration	\$	\$
Н	A 8				Tech***	6,000	6,000
NS	WZ	SE51	Shift Operator	SE51	Shift Operator	\$	\$2,475*
Н			3rd Class		3rd Class	-	
NS	CZ	SUP114	Steam Fitter	SUP114	Steam Fitter	\$	\$
Н			Welder		Welder	4,436	4,436
NS	EZ	SUP114	Steam Fitter	SUP114	Steam Fitter/	\$	\$ 4,436
Н			Welder		Pipefitter	-	

^{*} The Pay Plan Transition has not been finalized for the Power Engineers and is not reflected in the PPT Class Titles. Market Adjustments for those classifications will be based on the outcome of the completed PPT process. ** Lead Hand Classifications will receive the Market Adjustment for the associated classification. *** This Plumber is actually an Air Conditioning/ Refrigeration Tech. This Market Adjustment will be applied to the Air Conditioning/ Refrigeration Tech classification.

Recruitment and Retention Proposal (Building Trades) - Appendix A

- Painter
- Carpenter
- Equipment Maintenance Technician
- Air conditioning Refrigeration Tech
- Electrician, Electromechanically Technician
- Air Conditioning/Refrigeration Tech
- Electrician
- Industrial Mechanic (old title Industrial Mechanic/millwright)
- Millwright
- Plumber
- Plumber-journeyman
- Steam Fitter
- Welder
- Chief Engineer Lead Hand
- Electrical Technologist
- Building Maintenance Worker
- H-vac Engine Operator 4
- Power Engineer 4 class standard certification
- Power Engineer
- Engine Operator 3rd Class
- shift operator 3rd class
- power engineer 3rd standard certification
- plant engineer
- shift operator 2nd class
- power engineer, 2nd standard certification
- Chief Engineer- Plant & Maintenance, Stationary Engineering II IWK
- Boiler operators

22. APPENDIX XX (REFERS TO ARTICLE 14.08)

The parties agree that the chart below clarifies the required proration referenced in the last sentence of Article 14.08. Article 14.08 remains unchanged.

NEW PROPOSAL NSHA and IWK

75hr Biweekly			
Shift Length	Paid Hours	Unpaid Meal Break (Minutes)	Paid Rest Periods (Minutes)
4.00	3.750	15.000	15.000
4.50	4.219	16.875	16.875
5.00	4.688	18.750	18.750
5.50	5.156	20.625	20.625
6.00	5.625	22.500	22.500
6.50	6.094	24.375	24.375
7.00	6.563	26.250	26.250
7.50	7.031	28.125	28.125
8.00	7.500	30.000	30.000
8.50	7.969	31.875	31.875
9.00	8.438	33.750	33.750
9.50	8.906	35.625	35.625
10.00	9.375	37.500	37.500
10.50	9.844	39.375	39.375
11.00	10.313	41.250	41.250
11.50	10.781	43.125	43.125
12.00	11.250	45.000	45.000

Pd Hrs Multiplier = 75 / 80

Pd Hrs = Shift Length * Pd Hrs Multiplier

Unpaid Break in Minutes = (Shift Length - Pd Hrs) * 60

70hr Biweekly			
Shift Length	Paid Hours	Unpaid Meal Break (Minutes)	Paid Rest Periods (Minutes)
4.00	3.500	30.000	15.000
4.50	3.938	33.750	16.875
5.00	4.375	37.500	18.750
5.50	4.813	41.250	20.625
6.00	5.250	45.000	22.500
6.50	5.688	48.750	24.375
7.00	6.125	52.500	26.250
7.50	6.563	56.250	28.125
8.00	7.000	60.000	30.000
8.50	7.438	63.750	31.875
9.00	7.875	67.500	33.750
9.50	8.313	71.250	35.625
10.00	8.750	75.000	37.500
10.50	9.188	78.750	39.375
11.00	9.625	82.500	41.250
11.50	10.063	86.250	43.125
12.00	10.500	90.000	45.000

Pd Hrs Multiplier = 70 / 80

Pd Hrs = Shift Length * Pd Hrs Multiplier

Unpaid Break in Minutes = (Shift Length - Pd Hrs) * 60

Paid Break in Minutes = Unpaid Break / 2