

# **COLLECTIVE AGREEMENT**

BETWEEN

**BRETON ABILITY CENTRE**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1478**

## TABLE OF CONTENTS

**NOTE:** Where a provision is annotated by ≈ either above or beside a provision number, this indicates a change in language.

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ARTICLE	PAGE
ARTICLE 1 - PREAMBLE .....	4
ARTICLE 2 – MANAGEMENT RIGHTS ≈ .....	5
ARTICLE 3 - RECOGNITION AND NEGOTIATION ≈ .....	5
ARTICLE 4 - NO DISCRIMINATION ≈ .....	5
ARTICLE 5 – DEFINITIONS ≈ .....	6
ARTICLE 6 - CHECK-OFF AND UNION DUES ≈ .....	8
ARTICLE 7 - EMPLOYEE ORIENTATION ≈ .....	9
ARTICLE 8 – CORRESPONDENCE ≈ .....	9
ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE .....	9
ARTICLE 10 - BARGAINING RELATIONS ≈ .....	10
ARTICLE 11- GRIEVANCE ≈ .....	11
ARTICLE 12 – ARBITRATION ≈ .....	13
ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE ≈ .....	14
ARTICLE 14 – SENIORITY ≈ .....	16
ARTICLE 15 – PROMOTIONS AND STAFF CHANGES ≈ .....	18
ARTICLE 16 - LAYOFFS AND RECALLS ≈ .....	19
ARTICLE 17 - HOURS OF WORK ≈ .....	21
ARTICLE 18 – OVERTIME ≈ .....	22
ARTICLE 19 - SHIFT WORK ≈ .....	23
ARTICLE 20 - WEEKEND PREMIUM ≈ .....	24
ARTICLE 21 – HOLIDAYS ≈ .....	25
ARTICLE 22 – VACATION ≈ .....	26
ARTICLE 23 - SICK LEAVE ≈ .....	27
ARTICLE 24 – LEAVES OF ABSENCE ≈ .....	29
ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES .....	35

ARTICLE 26 - JOB DESCRIPTIONS .....	36
ARTICLE 27 - NSAHO EMPLOYEE BENEFITS ≈ .....	36
ARTICLE 28 - JOB SECURITY .....	40
ARTICLE 29 - RECOGNITION OF PAST EXPERIENCE .....	40
ARTICLE 30 - MOVEMENT ON THE INCREMENT SCALE.....	41
ARTICLE 31 – EMPLOYEE HEALTH & ALCOHOL/DRUG ABUSE .....	41
ARTICLE 32 - CLOTHING ALLOWANCE .....	41
ARTICLE 33 – GENERAL CONDITIONS ≈.....	42
ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS.....	42
ARTICLE 35 - COPIES OF AGREEMENT .....	43
ARTICLE 36 - TERMS OF AGREEMENT ≈ .....	43
ARTICLE 37 - EMPLOYEE ASSISTANCE PROGRAMME (EAP) .....	44
ARTICLE 38 - NEW CLASSIFICATIONS.....	44
APPENDIX 'A' - WAGES.....	45
APPENDIX 'B' – LPN Practice Premium.....	47
APPENDIX 'C' MEMORANDUM OF AGREEMENT ≈ (12 hour shifts).....	50
APPENDIX 'D' MEMORANDUM OF AGREEMENT (LTD Program).....	54
APPENDIX 'E' MEMORANDUM OF AGREEMENT (deletion of Article 33) .....	55
APPENDIX 'F' MEMORANDUM OF AGREEMENT (Dental Plan) .....	56
APPENDIX 'G' MEMORANDUM OF AGREEMENT (Retirement Allowance) ≈ .....	57
APPENDIX 'H' MEMORANDUM OF AGREEMENT.....	59
(Joint Provincial Committee – WCB) ≈.....	59
APPENDIX 'I' MEMORANDUM OF AGREEMENT (RE: Joint Pension Committee) ≈	61

This Agreement made this 26 day of June, 2020, shall be effective from November 1st, 2014 to October 31st, 2020.

**BETWEEN: BRETON ABILITY CENTRE**

hereinafter called "the Employer".

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1478**

hereinafter called the "Union".

## **ARTICLE 1 - PREAMBLE**

1.01 Whereas it is the desire of both Parties to this Agreement:

- to maintain and improve the harmonious relationship between the Employer and the Union;
- to recognize the value of joint discussion and negotiations to all matters pertaining to working conditions, employment services, etc.;
- to set forth certain terms and conditions of employment;
- to maintain professional standards;
- to promote the morale, well-being and security of all LPN's and to ensure quality of service and supports
- to encourage efficiency in operations.

1.02 It is now desirable that methods of bargaining and, all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS ≈**

- ≈ 2.01 Management Rights - The management of the Employer's business and the employment, direction and supervision of the LPNs, including the transfer, promotion, layoff, suspension and discharge for just cause, is vested exclusively in the Employer and management.

Causes of disagreement will be dealt with in accordance with Articles 11 and 12 of this Agreement.

- 2.02 Not Discriminatory - The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present LPN of their employment except through just cause.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION ≈**

- ≈ 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 1478, as the sole and exclusive collective bargaining agent for the employees in the classifications of Graduate Practical Nurse (LPN-1) and Licensed Practical Nurse (LPN-2).
- ≈ 3.02 All employees as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees except those excluded by Article 4, shall, as a condition of continuing employment, become and remain members in good standing of the Union upon commencement of employment with the Employer.
- 3.03 No LPN shall be asked or permitted to make any verbal or written agreement, which may be contrary to the terms of this Agreement. This will not prevent a temporary arrangement which is acceptable to both the Employer and the Union.

## **ARTICLE 4 - NO DISCRIMINATION ≈**

- ≈ 4.01 The Employer and the Union agree that there will be no discrimination with respect to any employee contrary to the *Human Rights Act*. This would include, age, race, colour, religion, creed, sex, sexual orientation, gender identity, gender expression, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity.

## ARTICLE 5 – DEFINITIONS ≈

- 5.01 a) **“Employer”**  
is the Breton Ability Centre.
- b) **“Union”**  
is the Canadian Union of Public Employees, Local 1478
- c) **“Bargaining Unit”**  
is employees of the Employer as defined in the Labour Relations Board certification order or as defined by the Recognition provision of the Collective Agreement.
- d) **“Employee”**  
is a Licensed Practical Nurse or Graduate Practical Nurse who works for Breton Ability Centre and is a member of the bargaining unit.
- e) **“Lay Off”**  
is a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- ≈ f) **“Regular hours”**  
are all regularly scheduled paid hours. Time worked as overtime, standby or callback shall not qualify as regular hours.
- g) **“Permanent Employee”**  
is an employee who occupies a regularly scheduled position and who has completed the probationary period.
- h) **“Permanent Full-time Employee”**  
is one who is regularly scheduled to work the standard hours in each two (2) week period as indicated in Article 17.
- ≈ i) **“Permanent Part-Time Employee”**  
is one who is employed on a continuous basis but one who works less than the schedule of the regular full-time employee and has completed the probationary period. The monetary benefits of this Agreement shall be accrued on a proportionate basis of regular hours worked

≈ j) **“Temporary”**

is an employment relationship for an Employee in a position designated to be in excess of eight (8) calendar weeks to replace an employee who will be on an approved leave of absence, including WCB disability, or sick leave. Where the employee is hired to replace an employee, who will be on an approved leave of absence, the term may extend up to the length of the leave of the person being replaced. The period of employment of such persons in such a position will not exceed the absentee's leave. The individual employed in this position shall be entitled subject to eligibility, all other benefits of this Collective Agreement.

A temporary employee may also be hired to perform a special non-recurring task, which will last no longer than twelve (12) months. This time may be extended on mutual agreement of the Union, Employee, and Employer.

Should the employment relationship change from Temporary to Permanent without a thirty (30) day break in employment, the employment date shall be the most recent date on which the Employee began working in a Temporary employment relationship.

Temporary employment relationships may be terminated at any time at the sole discretion of the Employer. The Employer will make every effort to have one individual fill these Temporary positions.

Casual Employees who are appointed to Temporary positions shall be entitled to accrue sick benefits when filling Temporary positions. The sick leave accrued will be banked. When the Casual Employee commences another Temporary position they shall be allowed to use their banked sick time. When Casual Employees are not in a Temporary position, they shall not be able to use the sick time they have accrued.

≈ k) **“Casual”**

is an employment relationship other than Permanent or Temporary for a person who normally works on a day to day basis as required and is not scheduled by the Employer on the original schedule on a regular basis. Casuals replacing permanent employees for vacation may be booked in advance.

The terms of this Collective Agreement apply to Casual employees, except for the following articles, which do not apply:

10.03, 11.02, 11.03, 13.02, 13.04, 14.01, 14.04, 15.04, 15.05, 15.07, 16 in its entirety, 17.01, 17.02, 18.01, 18.04, 18.06, 18.07, 19.03, 19.04, 21.04, 21.05, 21.06, 21.07, 21.09, 21.10, 22.01, 22.02, 22.03, 22.04, 22.06, 22.07, 22.08, 23.01, 23.02, 23.03, 23.04, 23.06, 23.07, 23.08, 24.01, 24.02, 24.03, 24.04, 24.05, 24.06, 24.08, 24.09, 25.03, 25.04, 25.06, 27.01, 27.02, 27.04, 27.05, 28.01 and 30.01.

l) **“Licensed Practical Nurse (LPN)”**

is a Nurse who is currently registered with the College of Licensed Practical Nurses of Nova Scotia.

m) **“Graduate Practical Nurse”**

is one who has graduated from a School for Practical Nurses approved by the College of Licensed Practical Nurses of Nova Scotia and who is licensed by the College of Licensed Practical Nurses of Nova Scotia.

≈ n) **“Probation for Newly Hired Employees”**

A newly hired employee shall be on probation only for the first five hundred, twenty-eight (528) hours of employment. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement. After completion of the probationary period, seniority shall be effective from the most recent date of employment.

A probationary period may be extended by mutual agreement between the Union and the Employer on notice to the Employee.

o) **“LTD Program”**

means Nova Scotia Association of Health Organizations Long Term Disability Program.

**ARTICLE 6 - CHECK-OFF AND UNION DUES ≈**

≈ 6.01 The Employer shall deduct from every LPN any monthly dues or assessments which are uniformly required of all members of the bargaining unit and which are levied in accordance with the Union’s National Constitution and Local by-laws.

6.02 Deduction shall be made from each payroll and shall be forwarded to the National Office of the Secretary-Treasurer of the Union, CUPE National, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7, not later than the fifteenth (15th) day of the following month, accompanied by two (2) copies of the list of names from whose wages the deductions have been made.



## **ARTICLE 7 - EMPLOYEE ORIENTATION ≈**

### **≈ 7.01 Meeting Opportunity**

The President of the Local or their designate will be given thirty (30) minutes during the scheduled general orientation to meet with newly-hired members for the purpose of acquainting the new LPN with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. The Employer will notify the Recording Secretary of the Local three (3) days in advance of the orientation for the purpose of ensuring a Union representative will be available.

## **ARTICLE 8 – CORRESPONDENCE ≈**

### **≈ 8.01 Correspondence**

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Directors of the Employer or his representative and the President and the Secretary of the Union.

**8.02** The Employer shall provide an up to date list of bargaining unit Employee's addresses and phone numbers including cell numbers and personal email addresses, where such information is in the Employer's possession, to the Union's recording secretary or designate by March 31<sup>st</sup> of each year. The Employer makes no guarantees about the accuracy of the addresses and phone numbers it has on file.

### **8.03 Notification to LPN and Union**

The President and Recording Secretary of Local 1478 shall be notified of all appointments, hirings, lay offs, transfers, recalls and terminations of employment.

## **ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

### **9.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the client and to the public, and job security for the LPNs.

### **9.02 Function of Committee**

This Committee shall meet to discuss all matters of concern between the Parties and shall make particular reference to problems concerning staffing, orientation complaints re: workload, scheduling, transfers, reassignment and scheduling difficulties created by short term and long term absences.

This Committee shall be responsible for:

- a) defining problems;
- b) developing viable solutions to such problems;
- c) recommending the proposed solutions to the appropriate home authority.

This Committee shall be appointed within thirty (30) days of signing the Collective Agreement and shall meet within ten (10) days of its appointment. Committee members shall not suffer any loss of regular pay while attending Committee meetings.

**9.03 Meetings of the Committee**

The committee shall meet at least every two months unless specifically requested by one of the Parties. Agenda items are to be submitted one week before the meeting by both parties. The agenda will be circulated to the Union and the Employer at least 48 hours prior to meeting in order to afford the parties time to research matters if necessary. Items not addressed in the agenda will not be placed on the table unless mutually agreed upon. If there are no items submitted for the agenda, there will be no meeting.

**9.04 Record of Meeting**

A record of the meeting and discussion will be prepared, reviewed and approved by Committee members, preferably within one (1) week of that meeting, before circulation.

**9.05 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**ARTICLE 10 - BARGAINING RELATIONS =**

**10.01 Representation**

The Employer shall not bargain with or enter into any agreement with an LPN or group of LPNs in the bargaining unit. No LPN or group of LPNs shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

**10.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees of the Committee.

≈ 10.03 **Remuneration of Bargaining Committee**

Any Employee who is a member of the Union Bargaining Committee shall, subject to operational requirements and upon reasonable notice to the Employer, have the privilege of attending collective bargaining meetings held within the employee's working hours without loss of remuneration. The privilege only applies when the Union Bargaining Committee is engaged in collective bargaining with representatives of the Employer. Such remuneration shall not be considered time worked for the purposes of calculating overtime or other premiums.

10.04 **Function of Bargaining Committee**

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.05 **Representative of Canadian Union of Public Employees**

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, following notification to the Director or their appointed representative.

**ARTICLE 11- GRIEVANCE ≈**

11.01 **Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any LPN which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

11.02 **Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them, and the stewards shall constitute the Grievance Committee.

≈ 11.03 **Permission to Leave Work**

The Employer agrees that Stewards or their designates shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward or their designate is

employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor. Such permission will not be unreasonably denied.

**≈ 11.04 Definition of Grievance**

A grievance shall be defined as any dispute arising out of interpretation, application, administration, or alleged violation of the Collective Agreement including whether the grievance is arbitrable.

**≈ 11.05 a) Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**STEP I**

The aggrieved employee or employees, with a Steward, shall first discuss the complaint with the immediate management supervisor within ten (10) days of the discovery of the occurrence or the event giving rise to the grievance. The supervisor shall respond in writing within ten (10) days.

**STEP II**

If the alleged complaint is not settled within ten (10) days, the Union may then refer the grievance in writing to the Administrator or his/her representative. The Administrator or his/her representative shall schedule a meeting with the steward and grievor within ten (10) days. The Administrator will respond to the grievance in writing within ten (10) days of the meeting.

**STEP III**

**Referral to Arbitration**

If the grievance procedure fails to resolve a grievable dispute between the parties, either party shall have the right to refer the matter to arbitration within thirty (30) days of the replay at Step two (2) of the grievance procedure.

N.B. Working days shall include Monday to Friday inclusive. (exclusive of holidays)

b) **Preventative Mediation**

The Parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a conciliation officer from the Nova Scotia Department of Labour and Advanced Education.

Any discussions by the Parties, or recommendations of the Mediator shall be made without prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding upon either Party; and either Party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through mediation.

**11.06 Policy Grievance**

Where a dispute involving a question of application or interpretation occurs, or where a group of LPNs or the Union or the Employer has a grievance, Step I and II of this Article may be by-passed.

≈ **11.07 Grievance on Safety**

An LPN, or a group of LPNs, who feel that they are required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

≈ **11.08 Replies in Writing**

Replies to grievances stating reasons shall be in writing.

**ARTICLE 12 – ARBITRATION ≈**

≈ **12.01 Composition of Board of Arbitration**

(a) When either Party requests that a grievance be submitted to arbitration, the request shall be made by Priority Post or email addressed to the other Party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other Party shall answer by Priority Post or email indicating the name and address of its appointee to the arbitration board. The two nominees shall then meet to select an impartial Chairperson to act as Arbitrator.

(b) By mutual agreement the Parties may submit the grievance to a sole arbitrator. In such cases, the provisions of Article 12 shall apply to the sole arbitrator as they would to an Arbitration Board.

≈ **12.02 Failure to Appoint**

If the Party receiving the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a Chairman within seven (7) days of their

appointment, the appointment shall be made by the Minister of Labour upon request of either Party.

**12.03 Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

**12.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

**12.05 Expense of the Board**

Each Party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One-half (1/2) of the fees and expenses of the Chairperson.

**12.06 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties. The time limits in this Agreement are not mandatory but merely discretionary.

**12.07 Witnesses**

At any stage of the grievance or arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

**12.08 Sole Arbitrator**

Where the parties mutually agree, a sole Arbitrator may be appointed in place of a Board of Arbitration. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one-half of the fees and expenses of the Arbitrator.

**ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE ≈**

**13.01 Discharge and Discipline Procedure**

An LPN who has completed their probationary period may be dismissed or disciplined, but only for just cause. Prior to the imposition of discipline or discharge, an LPN shall be given the reason(s) in the presence of a Steward or

Union Representative. Such LPN and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge.

13.02 The record of an LPN shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13.03 An LPN, on written request and with reasonable notice, shall be permitted to view his personnel file. References from outside the Employer will be withheld from the LPN.

The Employer agrees not to introduce, as evidence, in a hearing relating to disciplinary action, any documents from the file of an LPN, the existence of which the LPN was not aware at the time of filing.

13.04 The Employer agrees that no LPN who is disabled and who is in receipt of benefits from the LTD Program or who will be in receipt of benefits on completion of the elimination period, will be terminated for innocent absenteeism except as otherwise provided in this Agreement.

**13.05 Right to Have Steward Present**

An LPN shall have the right to have his/her Steward present at any discussion with supervisory personnel which the LPN believes might be the basis of disciplinary action. Where a supervisor intends to interview an LPN for disciplinary purposes, the supervisor shall so notify the LPN in advance of the purpose of the interview in order that the LPN may contact his/her Steward to be present at the interview.

≈ 13.06 In the event that a Casual LPN is offered and does not work shifts for a period of one (1) month, excluding leaves approved by the Employer, the Casual LPN will be placed at the bottom of the list. If a casual LPN does not work any shifts for a period of four (4) months, excluding leaves approved by the Employer, the Casual LPN shall be removed from the list.

Special consideration shall be given when insufficient shifts are available.

13.07 Where the Employer has determined that it will no longer offer work to a Casual LPN, it shall provide the Casual LPN with a letter so advising within twenty (20) working days of its decision. The discontinuance of the assignment of shifts to a Casual LPN shall not be deemed disciplinary.

≈ 13.08 In the event the Employer takes a disciplinary action against an employee who has completed the probationary period which is a suspension or the discharge of

the employee, such employee shall be notified in writing of the action, and/or penalty with a copy to the Local.

## **ARTICLE 14 – SENIORITY ≈**

### **≈ 14.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit from the date of last hire and shall be used in determining preference or priority for promotions, transfers, demotions, lay offs and recall, subject to the ability to do the job. Seniority shall operate on a bargaining-unit-wide basis.

### **14.02 Seniority List**

The Employer shall maintain a separate seniority list for casual and permanent LPNs showing the date upon which each LPN's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards during the first three (3) months of each year. Should one or more LPN's allege an error in a seniority list, the Union must submit a written objection to the Employer detailing the alleged error(s) within 30 days of the date the seniority list in question was posted by the Employer. Unless objected to, all seniority list shall be deemed to be correct and accurate in all respects. If objected to, any resulting seniority list agreed upon by the Employer and the Union shall be deemed to be correct and accurate in all respects. The employer will provide a copy of the seniority list(s) one week in advance of the general posting.

### **14.03 Casual Seniority**

Casual seniority shall be determined by date of hire for the purpose of entitlement to positions. When a casual employee assumes a temporary position and is successful in making application to a permanent position their seniority date will be the date that they assumed the temporary position, going forward. However, in order to maintain that seniority date, the LPN must work shifts as determined in Article 13.06.

### **14.04 Seniority for Permanent LPN**

Unless otherwise specified in the Collective Agreement, seniority for a Permanent LPN commences on the date of the first shift worked as a Permanent LPN in the Bargaining Unit and shall operate on a Bargaining Unit wide basis.

### **14.05 Casual Nurse in a Temporary Position appointed to a Permanent Position**

Where a Casual Nurse in a Temporary Position is appointed directly to a Permanent Position, Permanent Seniority shall be deemed to be the first day of continuous service in a Temporary Position. Should the employment relationship change from Temporary to Permanent without a thirty (30) day break in employment, the employment date shall be the most recent date on which the Employee began working in a Temporary employment relationship.



#### **≈ 14.06 Loss of Seniority**

An LPN shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off less than two years, approved maternity leave or leave of absence approved by the Employer.

An LPN shall lose their seniority and employment in the event:

1. He/She is discharged for just cause and is not reinstated.
2. She/He resigns in writing and does not withdraw within two (2) working days.
3. He/She is absent from work in excess of five (5) calendar days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
4. She/He fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the LPN to keep the Employer informed of his current address.
5. He/She is laid off for a period longer than two (2) year.
6. She/He has been approved for benefits under the LTD Program and has not returned to work within forty-eight (48) months after the time s/he commenced the elimination period specified in the LTD Program

#### **14.07 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does take a temporary position outside the bargaining unit, they shall not accrue seniority or be required to pay dues while outside the bargaining unit.

The employee shall have the right to return to the bargaining unit within six (6) months of the date that they left the bargaining unit to take the temporary vacancy and may return to the position held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority which they previously held shall be re-instated to the level that existed at the time they left the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties. Failing to return to the bargaining unit within the time stipulated will result in the permanent deletion of seniority.

## **ARTICLE 15 – PROMOTIONS AND STAFF CHANGES ≈**

### **≈ 15.01 Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post notice of the position on a designated bulletin board for one (1) week, so that all members will know about the vacancy or new position.

### **≈ 15.02 Information on Postings**

Such notice shall indicate the nature of the position and the qualifications required, including location and area. Information with respect to wages and hours of work if not included in the posting will be available at the personnel office.

### **15.03 Management Rights**

The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made. The Employer will normally make a permanent appointment within sixty (60) days of the posting.

### **≈ 15.04 Trial Period**

The successful applicant shall be placed on trial for a period of sixty (60) calendar days. Conditional on satisfactory service, the LPN shall be declared permanent after the period of sixty (60) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the LPN finds themselves unable to perform the duties of the new job classification, he or she shall be returned to his or her former position, wage or salary rate and without loss of seniority. Once it is determined that the employee will return to their previous position by either party they will do so within two (2) pay periods, excluding prime vacation periods. Any other LPN promoted or transferred because of the re-arrangement of positions shall also be returned to his or her former position, wage or salary rate, without loss of seniority.

### **15.05 Promotions Requiring Higher Qualification**

- (a) Consideration for promotion may be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such LPN will be given a trial period to qualify within a reasonable length of time and to revert to his or her former position if the required qualifications are not met within such time.
- (b) Both Parties recognize that job opportunity should increase in proportion to the length of service, therefore, in making staff changes, transfers, promotions and filling of vacancies, appointments will be made of the applicant with the greatest seniority having the required qualifications.

**15.06 Handicapped and Older Worker Provision**

On request, the employer shall provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness or handicap, an LPN is unable to perform his/her normal duties. Such LPN shall not displace an LPN with more seniority.

**≈ 15.07 Temporary Positions to Permanent LPNs**

- a) LPNs who wish to be considered for temporary positions shall indicate their interest in writing to the Employer by January 30<sup>th</sup> of each year.
- b) When a temporary position arises on a Unit or in a Small Options Home the Employer will offer the position to the most senior qualified LPN who has expressed an interest on that Unit or in that Small Options Home.
- c) The subsequent temporary position created will be filled by the Employer.
- d) In the event that an LPN has indicated an interest on a Unit or in a Small Options Home but has turned down two such offers, they will be removed from the list for the remainder of the calendar year and no further offers shall be made.

**ARTICLE 16 - LAYOFFS AND RECALLS ≈**

**≈ 16.01 Role of Seniority in Layoffs**

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff LPNs shall be laid off in the reverse order of their seniority.

**≈ 16.02 No New LPNs**

No new LPNs shall be hired within the bargaining unit until those laid off have been given an opportunity of recall, subject to their ability to do the job.

**≈ 16.03 Advance Notice of Layoff**

Unless legislation is more favorable to the LPNs, the Employer shall notify LPNs who are to be laid off twenty (20) calendar days prior to effective date of layoff except for layoff as a result of a labour dispute or for reasons beyond the Employer's control. If the LPN had not had the opportunity to work the days as provided in this Article, he or she shall be paid for the days for which work was not made available.

≈ **16.04 Displacement**

Any LPN in receipt of a lay-off notice shall indicate in writing their preferred option within 48 hours of receipt of their lay-off notice. An LPN in receipt of lay-off notice shall exercise their seniority beginning at any of the following options:

- i) be placed in any available vacancy which the Employer has determined is to be filled for which the employee possesses the requisite qualifications;
- ii) displace the most junior employee within the bargaining unit; or
- iii) accept the lay-off and be placed on a recall list and casual on call list.

≈ **16.05 Recalls**

- a) Where an LPN is laid off, they shall have their name added on a recall list for a period of twenty-four (24) months from the actual date layoff commences.
- b) An LPN shall have opportunity of recall from a layoff to an available vacancy, in order of seniority, provided they have the ability and qualifications to perform the work, and provided such vacancy is first posted under the job posting procedure, and has not been filled.
- c) No new permanent LPNs shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, or have been found unable to perform the work available.
- d) It is the responsibility of the LPN who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by Priority Post, (which notification shall be deemed to have been received on the second day after mailing) and return to work within two (2) weeks after being notified. The notification shall state the job to which the LPN is eligible to be recalled and the date and time at which the LPN shall report for work.
- e) LPNs on the recall list who are successful in applying to a permanent vacancy shall have their name removed from the recall list.

≈ **16.06 Continuation of Benefits**

An LPN in receipt of layoff shall be given the right to continue their benefit coverage following a layoff, subject to the terms of the plans, provided that the LPN shall be responsible for paying the full premium for such continued coverage.

## **ARTICLE 17 - HOURS OF WORK ≈**

- 17.01 The normal hours of work for a full-time LPN shall average eighty (80) hours per two (2) week period and be comprised of ten (10) eight (8) hours shifts. Each eight (8) hour shift shall include two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period.

However, where an LPN is employed on the Units in Breton Ability Centre, the LPN works a combination of twelve (12) and eight (8) hours shifts, the hours of work per two (2) week period will be divided into six (6) shifts of twelve (12) hours per shift plus one (1) eight (8) hour shift. Each twelve (12) hours shift shall include a meal period and a rest period, totaling ninety (90) minutes per shift. Each eight (8) hour shift shall include two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period.

### **≈ 17.02 Working Schedule -**

1. Days off shall be consecutive and shall be planned in such a way as to equally distribute free weekends, wherever possible.
2. LPN's who work twelve (12) hour shifts shall not be required to work more than four (4) consecutive days between days off. LPN's will receive seven (7) days off in each two (2) week period, which unless mutually agreed upon otherwise, shall be given in no more than three (3) segments. Where operational requirements permit, LPN's shall receive every second weekend off.
3. There shall be no split shifts.
4. The work schedule for each LPN shall be posted in an appropriate place at least one (1) month in advance. LPNs shall be notified of any change in the schedule once it is posted, at least twenty-four (24) hours in advance. In the event that twenty-four (24) hours notice is not given, overtime rates will be paid for the changed shift.
5. Before schedules are drawn up, an LPN requesting specific days shall submit a written request for such days off. This shall be granted whenever possible and it shall be permissible for two LPN's to exchange their days off with the consent of their supervisor. The employees requesting their exchange in days are to do so by filling out the shift change form. Such consent shall not be unreasonably withheld.

#### **17.03 Paid Rest or Relief Periods**

An LPN shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of any shift in an area made available by the Employer.

#### **17.04 Casual LPN Call-In**

- (a) It is understood and agreed by the Parties that no Casual LPN's shall be called into work where permanent or temporary Part-Time LPN's are available to fill any vacancies except in circumstances where the call would require overtime for the permanent or temporary Part-Time LPN;
- (b) If there are no Casual LPN's available for call out the LPN on the next scheduled shift will be given the option to change their shift without 24 hours notice. It is understood that the LPN is not obligated to accept;
- (c) All matters pertaining to the call-out list will be addressed to Management. In the event of grievance matters, both Management and Union will discuss the problem and find a viable solution to the matter.

#### **17.05 Casual LPN Availability**

Casual LPN's shall confirm to the Employer the extent of their availability for shifts. Casual LPN's who have indicated an availability to work may be offered shifts in accordance with operational requirements. Where the availability status of a Casual LPN changes from that previously accepted by the Employer, the Casual LPN must indicate the extent of the change of availability. Such change requires the approval of the Employer. Such approval shall not be unreasonably denied. Once a relief shift is accepted, the Casual LPN is obligated to work. The Casual LPN who does not report for work on the relief shift as offered and accepted shall not be entitled to any compensation for the relief shift.

### **ARTICLE 18 – OVERTIME ≈**

#### **18.01 Overtime Defined**

All time worked before or after the normal work day and the normal work week shall be considered overtime.

#### **18.02 Compensation for Work Before and After Daily Scheduled Hours**

Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of 80 hours shall be compensated at a rate of one and one-half times (1.5 x) the LPN's regular hourly rate for the overtime worked. An LPN who works in excess of four (4) continuous hours overtime shall be compensated at a rate of two times (2 x) the LPN's regular hourly rate for the overtime worked in excess of the first (1<sup>st</sup>) four (4) hours of overtime.

**18.03 Payment for or Supply of Meals**

An LPN required to work more than twelve (12) continuous hours shall be provided with a meal or a voucher to the value of six dollars and fifty cents (\$6.50).

**18.04 Overtime and call-back shall be offered to Full-Time and permanent Part-Time LPNs first per Unit/or small options as equitably as possible on a rotating basis. LPN's that want to work on a particular unit may work overtime on that unit if mutually agreed upon. An LPN shall be allowed to work on other units if they so desire. The LPN will make their name known to the Employer to be put on a list to be called for other units.**

**18.05 Minimum of Overtime**

No LPN shall be required to work overtime against their wishes when other LPNs are available to perform the required work.

**≈ 18.06 Call Back Pay Guarantee**

An LPN who is called in to work outside their normal working hours shall be paid for four (4) hours at their regular rate or time and one-half (1.5) for all overtime hours worked, whichever is greater.

To qualify for this call back provision the LPN is required to make a trip to and from the facility, outside the normal working hours.

**≈ 18.07 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an LPN may choose, by mutual agreement with the Employer, to receive time off at the appropriate overtime rate at a time mutually agreed. Once an LPN's accumulated bank reaches 80 hours, the excess over 80 hours will be paid out on the next pay.

**18.08 Overtime Calculation**

For the purpose of calculating overtime, the hourly rate will be determined by dividing the annual rate by 1950.

**ARTICLE 19 - SHIFT WORK ≈**

**≈ 19.01 Shift Premium**

LPNs who work shifts, the majority of hours of which fall between 1800 hours and 0600 hours shall be paid one dollar and seventy-five cents (\$1.75) for all hours worked. The premium shall be increased as follows:

- i. Increase of thirty (30) cents (\$0.30) effective the date of ratification of this Agreement.

- ii. An increase of twenty (20) cents (\$0.20) effective the last day of the agreement.

For clarification as of March 31, 2021, all employees shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

This article will apply to Casuals.

19.02 The shift premium shall not apply when calculating overtime, vacation pay, sick leave, holidays or other fringe benefits.

**19.03 Rest Between Change of Shifts**

The Employer will endeavour to provide at least twelve (12) hours rest between shifts.

19.04 The assignment of LPN's required to work rotating shifts (days, nights) shall be done on an equitable basis, according to unit scheduling.

**ARTICLE 20 - WEEKEND PREMIUM ≈**

≈ 20.01 LPNs working during the forty-eight (48) consecutive weekend period commencing 0800 Saturday and ending 0800 Monday shall be compensated with a premium of one dollar and seventy-five cents (\$1.75) for all hours worked during this period including overtime hours worked and time worked during a callback. This premium shall be increased as follows:

- i) An increase of thirty (30) cents (\$0.30) effective the date of ratification of this Agreement.
- ii) An increase of twenty (20) cents (\$0.20) effective on the last day of the Agreement.

For clarification as of March 31, 2021 all LPNs shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

This Article will apply to Casuals.



## ARTICLE 21 – HOLIDAYS ≈

≈ 21.01 The Employer recognizes the following as paid holidays:

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 <sup>st</sup>	Boxing Day

21.02 Any day which is proclaimed a general holiday by the Federal or Provincial government or the Cape Breton Regional Municipality will be considered a holiday under Article 21.01.

21.03 In order to qualify for any of the holidays specified in Section 21.01, an LPN must have worked his last scheduled work day and on the first scheduled work day following the holiday.

21.04 If a paid holiday falls during the vacation of an LPN, the LPN shall receive an additional day off or holiday pay for that day.

≈ 21.05 LPNs who work on a paid holiday shall be paid at the rate of one and one-half times (1.5x) their regular pay for all hours worked (whether 8 or 12 hour shifts) and an additional eight (8) hour or twelve (12) hour day off with pay at a mutually agreeable time. Once an LPN's holiday bank reaches 80 hours, the excess over 80 hours will be paid out on the next pay.

21.06 LPNs who are not scheduled to work on a paid holiday shall receive one (1) day's pay or another day off as scheduled at a mutually agreed time.

≈ 21.07 The Employer will endeavour to grant Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off. Christmas Day and New Year's Day are considered the statutory holidays as listed in Article 21.01. The LPN shall have the option to work Christmas Eve and/or Christmas Day and/or New Year's Eve and/or New Year's Day. The LPNs shall submit their Christmas/ New Year's requests for the period of December 15<sup>th</sup> to January 5<sup>th</sup> by October 1<sup>st</sup> of each year. The Employer shall respond by October 15<sup>th</sup>. At any time an LPN can request additional time off. Based on operational requirements, such a request shall not be unreasonably denied.

21.08 Casual LPN's are entitled to time and one-half (1 ½) for each hour worked on any of the holidays listed in Article 21.01.

- 21.09 An LPN who is scheduled to work on a holiday and is unable to report to work due to illness or injury shall receive sick leave pay for that day providing she or he has adequate sick leave credit and shall be granted eight (8) hours off at an alternate date mutually agreed upon. The alternate day will be taken within sixty (60) days of the holiday.
- 21.10 An LPN scheduled to work a twelve (12) hour shift on a holiday may request to work an eight (8) hour shift on the holiday instead. The Employer may grant such request provided the Employer can operationally accommodate the request and the change incurs no unnecessary costs.

## **ARTICLE 22 – VACATION ≈**

### **22.01 Annual Vacation Accumulation**

Each year of service for the application of this Article shall be a period of twelve (12) months effective on the Employee's date of hire. Vacation credits shall accumulate to the Employee on the following basis:

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.33 regular hours paid. (120 hours)
- (b) Effective on the commencement of the fifth (5<sup>th</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid. (160 hours)
- (c) Effective on the commencement of the fifteenth (15<sup>th</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 regular hours paid. (200 hours)

22.02 Vacation pay shall be at the rate effective immediately prior to the vacation period.

22.03 An LPN who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis.

- 22.04 a) Vacation shall be scheduled between January 1 and December 31 each year. Every effort will be made to provide vacation in accordance with an LPN's wishes and in accordance with seniority, but the final decision is the prerogative of management.
- b) The employees shall submit their vacation requests for the period of July 1<sup>st</sup> – September 15<sup>th</sup> by April 1<sup>st</sup> of each year. The Employer shall respond by April

15<sup>th</sup>. At any time an employee can request additional time off. Based on operational requirements, such a request shall not be unreasonably denied.

22.05 An LPN shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the LPN and the Employer.

≈ 22.06 For the purpose of calculating the number of days vacation pay to which an LPN is entitled, vacation days with pay, sick leave days with pay, statutory holidays with pay, days off in lieu with pay and bereavement leave days with pay shall be considered days worked. Workers' Compensation Leave shall be calculated in accordance with Article 27.05 (d).

22.07 No LPN shall be required to work during his or her scheduled vacation period. However, should an LPN agree to work when requested during his scheduled vacation, he or she shall be paid at double the regular rate of pay, plus one (1) vacation lieu day off for each day in which he or she performed any work.

22.08 An LPN entitled to three weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within any of the following five vacation years at the rate of pay prevailing when the vacation is taken. The Parties agree that for the purpose of carry over the maximum banked time shall be a total of ten (10) vacation days.

22.09 In lieu of the benefits provided to Permanent LPNs under the Collective Agreement, Casual LPNs shall be compensated with a supplementary payment equal to eleven (11%) percent of their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and seven (7%) percent for all other benefits.

## **ARTICLE 23 - SICK LEAVE ≈**

### **23.01 Sick Leave Defined**

- i) Sick leave means the period of time an LPN is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and shall be payable from the first day of illness.
- ii) Sick leave is an indemnity benefit and not an acquired right. An LPN who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if he or she is not otherwise receiving pay for that day, and providing he or she has sufficient sick leave credits.

**23.02 Annual Paid Sick Leave**

LPNs shall accumulate sick leave credits at the rate of twelve (12) hours for every one hundred and seventy-three point three (173.3) regular hours worked following the probationary period.

**23.03 Maximum Accumulation of Sick Leave**

The unused portion of an LPN's sick leave credits shall accrue for his future benefits to a maximum of one thousand two hundred (1200) hours.

**23.04 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working hours absent for sick leave. Absence on account of illness for less than four (4) hours in an eight (8) hour shift shall not be deducted. This benefit will be pro-rated for shorter or longer shifts.

**23.05 Proof of Illness**

An LPN may be required to produce a certificate from a medical practitioner for any illness certifying that they were unable to carry out their duties due to illness.

When an LPN is deemed by their physician to be ready to return to work from long-term extended illness, i.e., ten working days, the LPN will endeavour to give two weeks notice of return to work. Once the LPN has notified the employer of the intention to return to work, the Employer will provide a job routine form to the LPN which outlines the job routines of the position occupied which the LPN will take to their attending physician to be evaluated as to whether or not the LPN is able to perform the duties of their position as outlined in the form given to the LPN's attending physician to be filled out. Any medical expenses not covered by MSI incurred by the LPN as a result of the request by the Employer will be paid by the Employer.

In addition the Employer may require a job routine form evaluation by the attending physician of the LPN on long term illness once during the long term illness and once prior to the LPN's return.

It is understood and agreed that the Employer will no longer request the LPNs who are off on short term illness go to the doctor for medical certificates. Following an absence due to illness of five (5) consecutive shifts an employee may be required to provide a medical certificate certifying that the employee was unable to carry out their duties due to illness.

This provision will apply to casuals.

**23.06 Sick Leave Records**

On February 28<sup>th</sup> of each year the Employer shall circulate to every LPN the amount of their sick leave accrual. An LPN who is not in agreement with the accounting of their sick leave accrual will notify the Employer in writing of same.

**≈ 23.07 Personal; Preventative Medical or Dental Care or Illness in the Family**

LPNs will be permitted leave of absence up to a maximum of forty (40) hours per calendar year to attend to personal; preventative medical or dental care or illness in the family. LPNs shall endeavour to arrange appointments on off-duty hours. Where it is established by the LPN that the time must occur and the LPN has sick leave credits sufficient for the time absent such time off with pay shall be deducted from sick leave credits. In the event that the LPN does not have sufficient sick leave credits, the personal hours will still be deducted from the 40 hour maximum, but the absence will be unpaid.

**23.08** The Employer will continue the cost-sharing of benefits for LPNs on unpaid Leaves of Absence including unpaid sick leave but excluding pregnancy and parental leave provided the LPN pays both the Employer and the employee share of the benefits. This cost-sharing arrangement is subject to the eligibility requirements of the applicable plans and contingent on the LPN making arrangements mutually agreeable to the Employer and the LPN for payment of the premiums.

**ARTICLE 24 – LEAVES OF ABSENCE ≈**

**24.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

**24.02 Leave of Absence for Union Functions**

Upon request, subject to the requirements of the Employer, an LPN elected or appointed to represent the Union at conventions, or to attend meetings of CUPE, its affiliated or chartered bodies, shall be eligible for leave of absence without pay to attend such conventions or meetings. The Union will endeavour to give two weeks notice to the Employer.

**24.03 Leave of Absence for Full-Time Union or Public Duties**

(a) The Employer recognizes the right of an LPN to participate in public affairs. Therefore, with two weeks notice to the Employer, upon written request, the Employer may allow leave of absence without loss of benefits so that the LPN may be a candidate in federal, provincial, or municipal elections.

- (b) An LPN who is elected to public office may be allowed leave of absence without loss of seniority during his or her term of office.
- (c) An LPN who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during his term of office.

#### **24.04 Bereavement Leave**

If a death occurs in the immediate family of an LPN while the LPN is at work, the LPN shall be granted leave with pay for the remainder of the shift.

An LPN shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of death of the LPN's immediate family. Immediate family includes the LPN's spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law and legal guardian. 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 the benefit is claimed. Where the burial occurs outside the Province, such leave may also include reasonable travelling time not to exceed a total of seven (7) days' leave. Bereavement leave is granted to the LPN for the purpose of attending the funeral and other related matters of the deceased relative.

Two (2) consecutive days bereavement leave shall be granted to an LPN in the event of the death of an aunt or uncle or brother-in-law or sister-in-law, niece or nephew providing such day is a scheduled work day.

LPNs shall be paid their regular rate of pay for those shifts which were regular scheduled days of work during the period of bereavement leave.

In rare and exceptional circumstances, the Employer may grant requests for additional unpaid bereavement leave for an LPN. Such request shall be made in writing. Approval of such request is subject to the operational requirements of the Employer.

#### **= 24.05 (a) Pregnancy Leave**

An LPN who has completed the probationary period and has one year of continuous service from the date of employment shall be entitled to maternity leave without pay.

Pregnancy leave of absence may commence at any time after the beginning of the seventh month of pregnancy and may be for a period of up to seventeen (17) weeks. Pregnancy may be taken in conjunction with

Parental leave but the combined leave shall not exceed seventy-eight (78) weeks.

LPNs shall return to their former or equivalent position following a two (2) week notification to the Employer indicating the date of return.

Where such return is to be at a time less than six (6) weeks post delivery, a certificate from a legally qualified physician indicating the LPN's ability to perform the requirements of the job must be submitted.

The Employer retains the right to require an LPN to commence a maternity leave of absence without pay at any time that the duties of her position cannot reasonably be performed or the performance of the LPN's work is materially affected by the pregnancy.

≈ (b) **Pregnancy / Birth Leave Allowance**

An LPN 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 (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (S.U.B.).

In respect to the period of pregnancy leave, payments made according to the S.U.B. Plan will consist of the following:

- (i) Where the LPN is subject to a waiting period of one (1) week before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay, less any other deductions received by the LPN during the benefit period;
- (ii) Where the LPN has served the one (1) week waiting period in Article 13.04 (b) (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit the LPN is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the LPN during the benefit period which may result in a decrease in the E.I. benefits to which the LPN would have been eligible if no other earnings had been received during that period.
- (iii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the LPN is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the LPN during the

benefit period which may result in a decrease in the E. I. benefits to which the LPN would have been eligible if no other earnings had been received during the period.

- (iv) For the purpose of this allowance, a LPN's weekly rate of pay will be one-half ( $\frac{1}{2}$ ) the bi-weekly rate of pay to which the LPN is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time LPN, such weekly rate of pay will be multiplied by the fraction obtained from dividing the LPN'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 LPN's classification.
- (v) Where a LPN becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S. U. B. plan will be adjusted accordingly.
- (vi) The Employer will not reimburse the LPN for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ( $1\frac{1}{2}$ ) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

(c) **Seniority Status During Pregnancy Leave**

While on maternity leave, an LPN shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement.

(d) **Parental and Adoption Leave**

Shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents:

- (i) The parental leave of an LPN who has taken pregnancy/birth leave and whose newborn child or children arrive in the LPN's home during pregnancy/birth leave,
  - a. shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the LPN's returning to work; and
  - b. shall end not later than seventy eight (78) weeks after the parental leave began as determined by the LPN.



- c. In no case shall the combined pregnancy/birth and parental/adoption leaves to which an LPN is entitled exceed a maximum of seventy eight (78) weeks.
- (ii) The parental leave for an LPN who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 24.05(d)(a),
  - a. shall begin on such date coinciding with or after the birth of the child as the LPN determines; and
  - b. shall end not later than seventy eight (78) weeks after the child or children first arrive in the LPN's home.
- (iii) An LPN who becomes a parent of one or more children through the placement of the child or children in the care of the LPN for the purpose of adoption of the child or children is entitled to a leave of absence of up to seventy eight (78) weeks. This leave:
  - a. shall begin on a date coinciding with the arrival of the child or children in the LPN's home; and
  - b. shall end not later than seventy eight (78) weeks after the leave began.

≈ (e) **Parental and Adoption Leave Allowance**

An LPN entitled to adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.

In respect to the period of adoption leave, payments made according to the SUB Plan will consist of the following:

- (i) Where the LPN is subject to a waiting period of one (1) week before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay, less any other earnings received by the LPN during the benefit period;
- (ii) Where the LPN has served the one (1) week waiting period in Article 24.05(e)(b) (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit the LPN is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the LPN during the benefit

period which may result in a decrease in the E.I. benefits to which the LPN would have been eligible if no other earnings had been received during that period; and

- (iii) Up to a maximum of ten (10) additional weeks,
  - a. where the LPN is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the LPN is eligible to receive and ninety-three per cent (93%) of the Nurse's weekly rate of pay;
  - b. where the LPN is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Benefits the LPN would have been eligible to receive and ninety-three percent (93%) of the LPN's weekly rate of pay;
- (iv) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to an LPN who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to an LPN who is taking a parental leave greater than thirty-five (35) weeks.
- (v) For the purposes of this allowance, an LPN's weekly rate of pay will be one-half the bi-weekly rate of pay to which the LPN is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time LPN, such weekly rate of pay will be multiplied by the fraction obtained from dividing the LPN'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 LPN's classification.
- (vi) Where an LPN becomes eligible for a salary increment or pay increase during the benefit period, payments under the SUB Plan will be adjusted accordingly.
- (vii) The Employer will not reimburse the LPN for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

**24.06 Education Leave**

An LPN shall be entitled to leave of absence with pay to a maximum of twenty-four (24) hours and without loss of seniority and benefits to write examinations to up-grade his or her employment qualifications.

**24.07 General Leave**

An LPN may be entitled to leave of absence without pay and without loss of seniority when s/he requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such leave shall not be unreasonably denied.

**24.08 Jury Duty - Witness Duty**

Leave of absence with pay shall be given to every LPN who is required to serve on a jury or who is subpoenaed as a witness and shall have deducted from his or her salary an amount equal to the amount the LPN receives for such duty. Such LPN will be expected at all times, to keep the Employer advised as to the dates and times that s/he is required to serve as either a juror or witness.

**24.09 Leave for Storms or Hazardous Conditions**

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed as to be leave and the employee has the option to:

- 1) Take the absent time as unpaid; or
- 2) Deduct the absent time from accumulated overtime, holiday time or vacation; or
- 3) When the employee has no entitlement to accumulated paid leave, the employee may, with the approval of the Employer, make up the absent time as the scheduling allows.

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

**25.01 Paydays**

Pay day shall normally be once each two (2) week period and normally occur on Thursday. The Employer shall pay salaries and wages bi-weekly for the current two weeks in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each pay day each LPN shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

When a holiday falls in a pay week, on either Thursday or Friday, LPNs will receive their pay one (1) banking day prior to the Holiday.

If there is an error in the LPN's pay cheque, a cheque will be made for the LPN within two business days.

**25.02 Payment of Temporary Transfer**

Where an LPN is temporarily assigned to perform work in a classification paying a lower rate than his or her own, while there is work available in his or her own classification, s/he shall be paid his or her regular rate.

When an LPN is temporarily assigned to perform work in a classification paying a higher rate, s/he shall receive the rate for the higher classification.

**25.03 Stand By**

An LPN required by the Home to be on "Stand By" (ie. immediately available by telephone) shall be paid an allowance of Ten Dollars (\$10.00) for each twenty-four (24) hours on stand by.

An LPN "called back" to work shall receive a minimum of four (4) hours pay or time and one-half (1.5) regular pay for all hours worked, whichever is greater.

**25.04** An LPN who is called back to the Home from stand by or who, because of a requirement to work overtime must leave work or return to work between 0030 hours and 0600 hours shall either be paid a transportation allowance of Ten Dollars (\$10.00) or be provided paid transportation as determined by the Employer.

**25.06** An LPN required to use his or her own vehicle in the course of conducting Employer business shall be reimbursed at the provincial government rate.

**ARTICLE 26 - JOB DESCRIPTIONS**

**26.01** LPNs shall be permitted to provide the Employer with information about their job which shall be considered in the development or revision of a job description.

LPNs shall have access to job descriptions.

**ARTICLE 27 - NSAHQ EMPLOYEE BENEFITS ≈**

**≈ 27.01** The Employer agrees to maintain the present Group Life Insurance and Pension Plan during the life of this Agreement.

The Employer agrees to maintain the present group insurance plans through N.S.A.H.O. or equivalent (which includes a health benefit plan, dental, LTD and Life insurance) during the life of this Agreement for Participation by all Full-time and Part-time Employees, subject to eligibility requirements. Participation by eligible Full-time, and Part-time Employees is mandatory except as provided by the Plan.

The Employer shall pay sixty-five percent (65%) of the premiums of the health benefit plan and the employee shall pay thirty-five percent (35%) of the premium.

The premiums for dental, LTD and life insurance shall be paid 50% by the Employer and 50% by the employee.

The premium of the AD&D, optional life insurance and critical illness benefit shall be paid 100% by the employee.

#### **27.02 Retirement Allowance**

An LPN who is retired or who is about to be retired because of age, or mental or physical incapacity, as prescribed by the Canada Pension Plan or the NSAHO Pension Plan, shall be granted a Retirement Allowance, the equivalent of:

- a) one-half (1/2) month's pay, if s/he has been employed for three (3) years but less than ten (10) years;
- b) one (1) month's pay, if s/he has been employed for ten (10) years but less than fifteen (15) years;
- c) two (2) months' pay, if s/he has been employed for fifteen (15) years but less than twenty (20) years;
- d) three (3) months' pay, if s/he has been employed for twenty (20) years but less than twenty-five (25) years;
- e) four (4) months' pay, if s/he has been employed for twenty-five (25) years but less than thirty (30) years;
- f) five (5) months' pay, if s/he has been employed for thirty (30) or more years.

The salary which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the salary which the LPN was receiving on the date of the termination of his or her employment.

Employment shall be pro rated.

The benefit shall cease to accumulate and be frozen effective March 31, 2015. This is in accordance with the requirements under the Public Service Sustainability Act (2015). Nothing herein changes upon the future official exemption of the Employer from the Public Service Sustainability Act (2015). The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the Public Service Sustainability Act (2015) and that this shall in no way be construed as the Union accepting, or in any way admitting to the constitutionality of Bill 148 in whole or in part.

**27.03 Retired Nurse Recruitment Incentive**

Effective on date of signing of the Agreement, the Employers will provide a recruitment incentive of \$500 per year to any retired LPN who agrees to work a minimum of 24 casual shifts for an Employer in a twelve month period. The grant will be to the retired LPN following completion of the 24 shifts. A retired LPN may only receive one grant of \$500 in a twelve month period.

**27.04 Long Term Disability**

The Employer and the Union agree to include all LPNs of the bargaining unit as participants in the LTD Program cost sharing of 50%. Terms and conditions for participation of each LPN in the LTD Program as well as the payment of benefits shall be determined by the LTD Program.

- i) Should an LPN in receipt of Long Term Disability benefits cease to be disabled within twenty-four (24) months of the date that he or she commenced the elimination period specified in the LTD Program and provided he or she is able to perform his or her full job, such LPN shall have a right to return to his or her former or equivalent position with the home. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining an LPN's suitability for reinstatement.
- ii) An LPN in receipt of Long Term Disability benefits who ceases to be disabled more than twenty-four (24) months after the commencement of the elimination period but less than forty-eight (48) months after commencing the elimination period, as specified in the LTD Program, shall be entitled to lay-off status with the organization for which he or she is employed for the balance of the forty-eight (48) month period. Subject to the terms of this Collective Agreement, such LPN shall be eligible to be recalled should a vacancy in the bargaining unit arise for which the LPN has the requisite skills and qualifications.
- iii) An LPN who continues to be disabled and in receipt of Long Term Disability benefits for more than forty-eight (48) months after the time he or she commenced the elimination period specified in the LTD Program,

shall be considered terminated and shall forfeit all rights to further employment with the Employer.

- iv) LPNs on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of one hundred and fifty (150) working days shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the LPN not return to work with the Employer they shall forfeit all claims to such sick leave.
- v) The Employer will continue the cost-sharing of benefits for the first eighteen (18) months of the absence when an LPN is in receipt of LTD benefits. This cost-sharing arrangement is subject to the eligibility requirements of the applicable plans and contingent on the LPN making arrangements mutually agreeable to the Employer and the LPN for payment of the LPN's share of the premiums.

#### **27.05 Workers' Compensation**

- a) When an LPN is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the LPN equal to the difference between the earnings replacement benefits received from Workers' Compensation and the LPN's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an LPN receives Workers' Compensation benefits. It is the intent of the Parties that under no circumstances shall an LPN receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the LPN's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an LPN's accumulated sick leave credits are exhausted, the supplement shall cease and the LPN shall be paid only the Workers' Compensation benefits.
- b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSAO Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

This amendment will take effect date of ratification.

- c) An LPN shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- d) An LPN shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the LPN's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- e) An LPN shall not accrue any other benefits while on Workers' Compensation.

## **ARTICLE 28 - JOB SECURITY**

28.01 The Employer shall not contract-out work of the bargaining unit if to do so would cause undue or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment, or have their hours of work reduced as a result of the Employer contracting-out work.

28.02 The Employer shall endeavour to minimize the adverse effects on LPNs of a technological change.

## **ARTICLE 29 - RECOGNITION OF PAST EXPERIENCE**

29.01 When an LPN has produced proof or evidence of his or her previous satisfactory recent nursing experience, placement on the salary scale in Appendix "A" shall be in accordance with the following provisions. Recognition of previous experience will only be deemed as satisfactory and recent where the LPN has not been away from active nursing for more than three (3) years.

One year of satisfactory recent nursing experience for the purpose of initial placement of an LPN on the salary scale shall be equivalent to 2080 regular hours paid.

- (a) An LPN with less than one (1) year of satisfactory recent nursing experience shall be placed at the start rate of the salary scale of Appendix "A".
- (b) An LPN with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the salary scale of Appendix "A".
- (c) An LPN with a minimum of two (2) years of satisfactory recent nursing experience shall be placed at the two (2) year rate of the salary scale of Appendix "A".



- (d) An LPN with a minimum of three (3) years of satisfactory recent nursing experience shall be placed at the three (3) year rate of the salary scale of Appendix "A".
- (e) An LPN with a minimum of four (4) years of satisfactory recent nursing experience shall be placed at the four (4) year rate of the salary scale of Appendix "A".

## **ARTICLE 30 - MOVEMENT ON THE INCREMENT SCALE**

### **30.01 Permanent LPN's**

On a year to year basis following the setting of the original Anniversary Date, the LPN shall be advanced on the increment scale within the LPN's classification as listed in Appendix "A", except where the LPN is absent without pay for reasons other than Pregnancy, Parental and Adoption Leaves as set out in Article 24.05. The Anniversary Date shall be altered in direct relationship to the length of the unpaid absence in excess of one (1) month. The annual increment becomes payable to the LPN on the next regular pay date after the adjustment.

### **30.02 Casual LPN's**

Casual LPN's shall advance on the increment scale upon the accumulation of 2080 hours.

## **ARTICLE 31 – EMPLOYEE HEALTH & ALCOHOL/DRUG ABUSE**

31.01 Where the Employer requires an LPN to undergo a specific medical examination and/or diagnostic test, any costs for those services not covered by MSI will be borne by the Employer.

31.02 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 LPNs to undergo a coordinated program directed at the objective of their rehabilitation.

### **31.03 Health & Safety**

The Parties agree to establish a joint health and safety committee. It will be the responsibility of this Committee to identify situations which are alleged to present a hazard to an LPN's health and safety and to recommend how such hazards may realistically be reduced or eliminated. The committee shall abide by the *OH&S Act*.

## **ARTICLE 32 - CLOTHING ALLOWANCE**

32.01 Where uniforms are required by the Employer, such uniforms will be supplied at no expense to the LPN.

## **ARTICLE 33 – GENERAL CONDITIONS ≈**

### **33.01 Personnel Records**

The personnel records of an LPN, or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of the LPN concerned, unless under issue of subpoena or by law.

### **≈ 33.02 Adverse Report**

The Employer shall notify an LPN in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an LPN's advancement or standing with the Employer, whether or not it relates to his/her work. The LPN's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

This Article does not apply to an LPN during her probationary period.

### **33.03 Letter of Reference**

On termination of employment for any reason, the Employer shall provide a letter of reference on request.

### **33.04 Communication to Members**

Union representatives are entitled to distribute union literature and to convene union meetings on the Employer's premises during non-working hours subject to management's approval.

### **33.05 LPN Responsibility Pay**

In the absence of an RN the Employer may designate an LPN to be in charge of a unit or Small Options Home. If designated, the LPN will receive a premium of seventy (\$0.70) cents per hour for each hour worked with the designated responsibility.

## **ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS**

### **34.01 Present Conditions to Continue**

All rights, benefits, privileges, customs, practices and working conditions which LPNs now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

#### **34.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation. If there is no agreement between the Parties on this issue, the matter shall be resolved by arbitration.

#### **34.03 Successor Rights**

Subject to the *Trade Union Act* of Nova Scotia, in the event of amalgamation, annexation or other changes in the Employer's jurisdiction, the Agreement affecting LPNs with the Employer shall continue in full force and effect and the new employer who employs such LPNs shall be deemed to be the Employer under this Agreement.

### **ARTICLE 35 - COPIES OF AGREEMENT**

**35.01** The Union and the Employer desire every LPN to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Union and the Employer agree to share equally in the cost of reproducing the Collective Agreement in numbers and format(s) as mutually agreed between the parties.

### **ARTICLE 36 - TERMS OF AGREEMENT ≈**

≈ **36.01** This Agreement shall become effective and binding from date of signing and shall continue from year to year thereafter unless either party gives notice in writing within ninety (90) days of October 31, 2020, of its desire to terminate or amend it with the exception that provisions of Appendix "A" shall be retroactive to November 1, 2014. All other provisions of this Agreement shall become effective on the date of signing.

#### **36.02 Notice to Bargain**

Either Party desiring to propose changes to this Agreement shall, within the 90 days prior to the termination date, give notice in writing to the other Party of the changes proposed. Within (10) working days of receipt of such notice by one Party, the other Party, is required to enter into negotiations for a new agreement.

**ARTICLE 37 - EMPLOYEE ASSISTANCE PROGRAMME (EAP)**

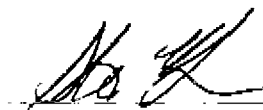
37.01 The Employer will continue the current EAP.

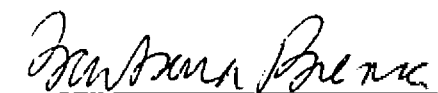
**ARTICLE 38 - NEW CLASSIFICATIONS**

38.01 Should a new classification be created during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein shall prevent the Employer from employing personnel in the new classification as per Article 15 of the Collective Agreement until the new rate is established. The rate of pay once established shall be retroactive to the date of commencement of work in the new position.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by the hands of their duly authorized officers this the 26 day of June, 2020.

**BRETON ABILITY CENTRE**

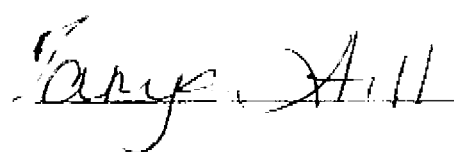


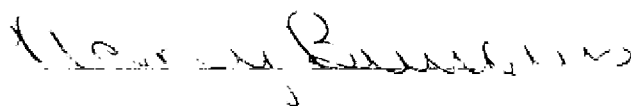


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**CUPE LOCAL 1478**





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## APPENDIX 'A' - WAGES

### **Classification LPN (LPN-2):**

				% Increase:	0.00%	% Increase:	0.00%	% Increase:	1.00%	% Increase:	1.50%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Licensed Practical Nurse (LPN-2)	Start	\$22.1172	\$46,004	\$22.1172	\$46,004	\$22.1172	\$46,004	\$22.3384	\$46,464	\$22.6735	\$47,161
	Year 1	\$22.6240	\$47,058	\$22.6240	\$47,058	\$22.6240	\$47,058	\$22.8502	\$47,329	\$23.1930	\$48,241
	Year 2	\$23.1133	\$48,076	\$23.1133	\$48,076	\$23.1133	\$48,076	\$23.3444	\$48,356	\$23.6946	\$49,285
	Year 3	\$23.7537	\$49,408	\$23.7537	\$49,408	\$23.7537	\$49,408	\$23.9912	\$49,902	\$24.3511	\$50,650

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Licensed Practical Nurse (LPN-2)	Start	\$22.7869	\$47,396	\$23.1287	\$48,107	\$23.2443	\$48,348	\$23.5930	\$49,073	\$23.7110	\$49,319
	Year 1	\$23.3090	\$48,483	\$23.6586	\$49,210	\$23.7769	\$49,456	\$24.1336	\$50,198	\$24.2543	\$50,449
	Year 2	\$23.8131	\$49,531	\$24.1703	\$50,274	\$24.2912	\$50,525	\$24.6556	\$51,283	\$24.7789	\$51,540
	Year 3	\$24.4729	\$50,903	\$24.8400	\$51,667	\$24.9642	\$51,925	\$25.3387	\$52,704	\$25.4654	\$52,968

**NOTE:** The above pay scales and annual rates are based on an Acute Care Wage Appendix. The annual divisor, in establishing the hourly rates, shall be 2080.

### Graduate Practical Nurse (LPN-1):

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Graduate Practical Nurse (LPN-1)	Start	\$18.8886	\$39,288	\$18.8886	\$39,288	\$18.8886	\$39,288	\$19.0775	\$39,681	\$19.3637	\$40,276

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.01-18 Hourly Rate	Nov.01-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.01-19 Hourly Rate	Nov.01-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Graduate Practical Nurse (LPN-1)	Start	\$19.4605	\$40,478	\$19.7524	\$41,385	\$19.8512	\$41,250	\$20.1490	\$41,910	\$20.2497	\$42,119

**NOTE:** The above pay scales and annual rates are based on an Acute Care Wage Appendix. The annual divisor, in establishing the hourly rates, shall be 2080.

LPNs who have successfully completed a post-graduate course in PSYCHIATRIC NURSING shall be entitled to receive an additional Three Hundred Dollars (\$300) per year. Effective on date of signing, the current education premium for the post-graduate course in Psychiatric Nursing as outline in Appendix "A" will be adjusted to \$333 from \$300 per year.

Appendix 'A' applies to Casual LPNs as it relates to Articles 29 and 30 only.

## **APPENDIX 'B' – LPN Practice Premium**

LPN Practice premiums are offered to qualified LPN's. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2021

To be eligible for a premium for a twelve (12) month period commencing April 1, 2020, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2021 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify they must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12-month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 2021 and by May each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2020 to March 31, 2021 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

### **EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES**

#### **POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES**

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they work or may choose to take voluntarily regardless of the location or service they work. Orientation education DOES NOT qualify towards this premium.

**A. CERTIFICATION IN A SPECIALTY (40 POINTS)**

This is defined as a course of study which includes an evaluation component, and which leads to a specialty certification status/or specialty certificate for the LPN.

These points can only be claimed in the year the certification is awarded.

**B. COURSE IN A SPECIALTY Requiring an evaluation component (20 POINTS)**

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

**C. COURSE IN A SPECIALTY Not requiring an evaluation component  
(15 OR 10 POINTS)**

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion/attendance for taking such a course, the LPN is not considered certified. " Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

**D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY  
SKILL/THEORY or PROFESSIONAL OR PERSONAL DEVELOPMENT  
(15 OR 10 POINTS)**

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related, but the skills/theory are applicable to the nursing practice environment in which the LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

**E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)**

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an "in-service" either scheduled or ad hoc in nature.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.



#### **F. E-LEARNING (5 POINTS)**

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The LPN must provide proof of having participated and completed the modules.

The E-learning must be a minimum of one (1) hour in duration (estimated time of completion); however, the LPN may accumulate time from several E-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

## **APPENDIX 'C'**

### **MEMORANDUM OF AGREEMENT ≈**

Between

**BRETON ABILITY CENTRE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1478**

The Parties hereto agree to include a twelve (12) hour shift for Licensed Practical Nurses (LPN) employed on the Units in Breton Ability Centre.

The Parties agree to modify the Collective Agreement for LPN's employed on the above noted units. Only clauses noted below shall replace their number equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply. For the purpose of this Agreement, sick leave, annual leave, bereavement leave, and statutory holidays, etc., shall be considered eight (8) hour shifts.

#### **ARTICLE 17- HOURS OF WORK**

- 17.01 (a) The hours of work shall be eighty (80) hours per two week period. This is inclusive of a meal period and a rest period, totalling ninety (90) minutes per shift.
- (b) The hours of work per two (2) week period will be divided into six (6) shifts of twelve (12) hours per shift plus one (1) eight (8) hour shift.

### **17.03 Working Schedule**

- 1) LPN's who work twelve (12) hour shifts shall not be required to work more than four (4) consecutive days between days off. LPN's will receive seven (7) days off in each two (2) week period, which unless mutually agreed upon otherwise, shall be given in no more than three (3) segments. Where operational requirements permit, LPN's shall receive every second weekend off.
- 2) The work schedule for each LPN shall be posted in an appropriate place at least one (1) month in advance. LPNs shall be notified of any change in the schedule once it is posted, at least twenty-four (24) hours in advance. In the event that twenty-four (24) hours notice is not given, overtime rates will be paid for the changed shift.

## **ARTICLE 18 - OVERTIME**

### **18.01 Overtime Defined**

All time worked before or after the normal work day and the normal work week shall be considered overtime.

### **18.02 Compensation for Work Before and After Daily Scheduled Hours**

Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of 80 hours shall be compensated at a rate of one and one-half times (1.5 x) the LPN's regular hourly rate for the overtime worked. An LPN who works in excess of four (4) continuous hours overtime shall be compensated at a rate of two times (2 x) the LPN's regular hourly rate for the overtime worked in excess of the first (1<sup>st</sup>) four (4) hours of overtime.

### **18.07 Time Off in Lieu of Overtime**

As per Article 18.02.

## **ARTICLE 19- SHIFT WORK**

### **19.03 Rest Between Change of Shift**

The Employer will endeavour to provide at least twelve (12) hours rest between shifts.

## **ARTICLE 21- HOLIDAYS**

21.03 If a paid holiday falls during the vacation of an LPN, the LPN shall receive an additional eight (8) hours off.

21.05 LPNs who are not scheduled to work on a paid holiday shall receive eight (8) hours pay, or another eight (8) hours as scheduled.

## **ARTICLE 22- VACATION**

22.01 An LPN who has completed one (1) year or more but less than five (5) years of continuous service on May 1st each year shall be allowed twelve (12) hours of vacation for each 208 hours of work, in the previous year.

22.02 (a) An LPN who has completed five (5) years of continuous service on May 1st each year shall be allowed sixteen (16) hours of vacation for each 208 hours of work.

(b) Effective on the date of signing the Collective Agreement, an LPN who has completed fifteen (15) years or more shall be allowed twenty (20) hours of vacation for each 208 hours of work.

## **ARTICLE 23 – SICK LEAVE**

### **23.02 Annual Paid Sick Leave**

LPNs shall accumulate sick leave credits at the rate of twelve (12) hours for every one hundred and seventy-three point three (173.3) regular hours hours worked following the probationary period.

### **23.03 Maximum Accumulation of Sick Leave**

The unused portion of an LPN's sick leave shall accrue for his future benefits to a maximum of twelve hundred (1200) hours.

This Memorandum of Agreement shall remain in effect unless one Party gives to the other Party sixty (60) calendar days notice of its intention to terminate the Agreement. After such sixty (60) days notice, this Agreement shall become null and void and the provisions established in the Collective Agreement shall apply.

The Parties further agree that, during the sixty (60) day notification period, the Parties will meet to discuss the reasons for termination of this Memorandum of Agreement and to determine if other mutually acceptable arrangements can be made.

DATED THIS 26 DAY of June, 2020.

**BRETON ABILITY CENTRE**



Barbara Breen

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**CUPE LOCAL 1478**



Nancy Breen

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**APPENDIX 'D'**

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**BRETON ABILITY CENTRE**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1478**

The Employer and the Union agree that should the LTD Program be terminated, for any reason, the parties agree to negotiate the terms of a replacement plan, and failing agreement on the terms of a replacement plan, agree to reinstate those terms and conditions of employment which existed immediately prior to the execution of this Memorandum of Agreement. For example sick leave accrual would revert to 2 1/2 days per month and total accrual would revert to 150 days if LPNs were entitled to such levels of benefit immediately prior to the execution of this Agreement. The job protection features for LTD claimants would be deleted as well as any other changes to the Collective Agreement which were incorporated as part of the Agreement to adopt an LTD Program.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by the hands of their duly authorized officers this the 16 day of June, 2020.

**BRETON ABILITY CENTRE**

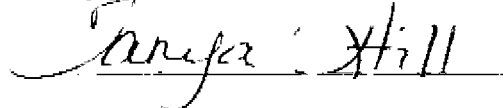


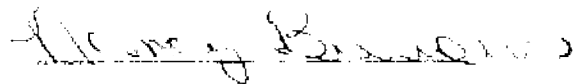


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**CUPE LOCAL 1478**





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**APPENDIX 'E'**

**LETTER OF UNDERSTANDING**

Between:

**BRETON ABILITY CENTRE**

(The "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1478**

(The "Union")

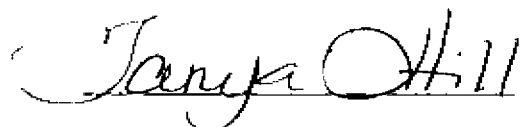
The Employer and the Union understand and agree that the deletion of Article 33 does not impact on current employees who have had service recognition by way of this provision in the past.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by the hands of their duly authorized officers this the 20 day of June, 2020.

**BRETON ABILITY CENTRE**

**CUPE LOCAL 1478**

  
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**APPENDIX 'F'**  
**MEMORANDUM OF AGREEMENT**  
**DENTAL PLAN**

Between:

**BRETON ABILITY CENTRE**

(The "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1478**


(The "Union")

The parties agree that dental benefits will be made available to all permanent employees in the bargaining unit in accordance with the following:

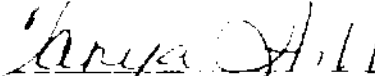
1. Dental benefits will be made available to permanent employees in the bargaining unit as soon as practicable after ratification.
2. Subject to the eligibility requirements of the plan selected by the Employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The Employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by the hands of their duly authorized officers this the 26 day of June, 2020.

**BRETON ABILITY CENTRE**

  
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Galvan Bure  
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**CUPE LOCAL 1478**

  
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**APPENDIX 'G'**

**MEMORANDUM OF AGREEMENT**

**RETIREMENT ALLOWANCE ≈**

Between:

**BRETON ABILITY CENTRE**

(The "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1478**

(The "Union")

Employees will have the option of either (1) an early payment of the benefit as of March 31, 2015 or (2) receive pay out upon retirement or death, in accordance with the Collective Agreement, which applied to them as of March 31, 2015, but not both. If an Employee elects and receives the early payout, the applicable provision of the Collective Agreement no longer applies to them. They have accepted payment in lieu of that benefit.

Employees who wish to choose an early payout must opt to do so in writing to the Employer not later than thirty (30) calendar days after the Employer gives notice of their eligibility for an early payout. Any Employee who does not provide written notification of choosing payout within the thirty (30) calendar days is deemed to have selected option (2).

If an Employee receives the early payout, the salary used to calculate the amount shall be the hourly rate that is in effect the day immediately preceding the date of the first 1.5% wage increase, as set out in the respective Collective Agreements:

For Collective Agreements expiring on October 31, 2020, the date is October 31, 2017.

For Collective Agreements expiring on March 31, 2021, the date is March 31, 2018.

For Collective Agreements expiring on March 31, 2022, the date is March 31, 2019.

If an Employee elects to receive the benefit at retirement or death, the salary will be based on the salary the employee is receiving at the time of retirement or death.

To be eligible for the early payout option, the Employee must have met the eligibility requirements (be it years of service or otherwise contained in the Legislation or Collective Agreement) prior to March 31, 2015.

Casual employees are not eligible.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the hands of their duly authorized officers this the 02 day of June, 2020.

**BRETON ABILITY CENTRE**

St. Louis  
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**CUPE LOCAL 1478**

Yaya Hill  
Nancy Bennett

## **APPENDIX 'H'**

### **MEMORANDUM OF AGREEMENT**

#### **Joint Provincial Committee – WCB ≈**

Between:

**BRETON ABILITY CENTRE**

(The "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1478**

(The "Union")

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

#### **Top Up Supplement on Benefits**

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (herein after referred to as "TERB") received by WCB to the net pre accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

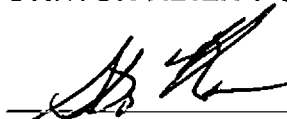
#### **Waiting Period**


4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two (2) days associated with the WCB claim. The two (2) initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.

5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five(5) weeks, the Employee will be paid by WCB for the initial two (2) unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the two (2) sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that two (2) day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the two (2) days, the Employer will adjust the payment entitlements in accordance with the collective agreement language.
6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two (2) day waiting period.
7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have **while** in receipt of WCB benefits.
8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in their sick leave bank and the total hours or dollars of sick time used to provide top up during the Employee's absence on WCB.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the hands of their duly authorized officers this the 26 day of June, 2020.

**BRETON ABILITY CENTRE**

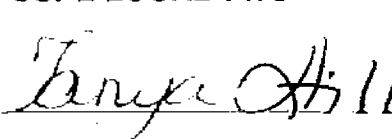
  
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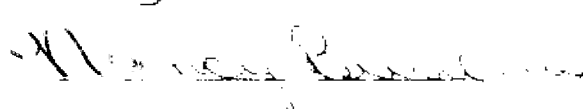
  
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**CUPE LOCAL 1478**

  
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## **APPENDIX 'I'**

### **MEMORANDUM OF AGREEMENT**

**Sunset Residential and Rehabilitation Services Inc. (Lead Table Employer)**

**and**

**Canadian Union of Public Employees Lead Table for Community Services**

**(RE: JOINT PENSION COMMITTEE) ≈**

The Parties agree that a joint committee consisting of an equal number of members from the Union and the Employers shall be established to provide a forum to discuss the inclusion of a Defined Benefit Pension Plan for bargaining unit members.

The first meeting shall take place within sixty (60) days of the signing of this Collective Agreement.

The Committee shall meet a minimum of four (4) times per year per calendar year unless the committee agrees otherwise.

The Committee shall operate in accordance with the Term of Reference set out herein and shall develop its own procedure and processes.

The Committee is an advisory one and as such does not have the power or authority to bind either the Union or the Employer(s) to any decisions or conclusions reached in its discussion.

( Note: This MOA is to be included in all CUPE collective agreements in the NS Department of Community Services sector listed in Schedule 1 to the Lead Table Final Settlement Document.)

