

Collective Agreement

Between



The Meadows*
(The "Employer")

And



**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 5248
(The "Union")**

EFFECTIVE: November 1, 2020

EXPIRY: October 31, 2023

(* The business name of Tidal View Manor)

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- a) To maintain and improve harmonious relations and conditions of employment between the Employer and the Union.
 - b) To recognize the mutual value of joint discussions in matters pertaining to working conditions.
 - c) To encourage efficiency and effectiveness in operations ensuring quality service.
 - d) To promote the morale and well-being of bargaining unit members.
- 1.02 It is now desirable that the working conditions of the Employee be drawn up in a collective agreement.
- 1.03 **No Strike, No Lockout**
During the life of this Agreement, there shall be no strikes of any kind, slowdowns, or work stoppages, and neither shall the Employer cause lockouts.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 5248 as the sole collective bargaining agent for all employees except those excluded pursuant to paragraphs (a) and (b) of the *Trade Union Act*, and the following exclusions:
- (i) Registered Nurses
 - (ii) Nursing Administrative Clerks
 - (iii) Supervisory Licensed Practical Nurses
 - (iv) In-Service Co-ordinator
 - (v) Occupational Health Nurses
 - (vi) Assistant Director of Care
 - (vii) Administrative Dietitian

The Employer shall meet the representatives of the Union for the purpose of carrying out the terms of this Agreement.

3.02 **New Classifications**
Should a new classification be created during the term of this Agreement, or an existing classification is substantially altered during the term of this Agreement, the Management and the Union shall decide the rate of pay. Nothing herein shall prevent the Employer from employing personnel in the new classification 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.

3.03 **Mandatory Membership - New Employees**
All bargaining unit Employees of the Employer hired subsequent to the date of signing of this Agreement shall, as a condition of employment, become and remain members of the Union. All bargaining unit Employees who are members of the Union on the date of signing of this Agreement shall be required to maintain membership.

ARTICLE 4 - NO DISCRIMINATION, VIOLENCE PREVENTION

4.01 The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employers' organization or employees' organization, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the *Human Rights Act* of Nova Scotia.

≈4.02 **Workplace Violence**
The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 5 - DEFINITIONS

5.01 1) **“Additional Shifts”**
 means Extra or Relief Shifts.

2) **“Bargaining Unit”**
is Employees of the Employer as defined in the Labour Relations Board applicable certification order or as may be amended from time to time by the Parties.

3) **“Casual”**
is an employment relationship other than Regular or Temporary for a person who normally works on a day-to-day basis as required and is not scheduled by the Employer on a regular basis. A Casual Employee will be employed to relieve Employees in Regular or Temporary positions who are on approved leaves such as vacation, bereavement, sick leave, etc., or to respond to workload demands or to fill Temporary positions.

Work offered to the Casual Employee shall be pursuant to the Collective Agreement. Once a Casual Employee accepts a work assignment, the Casual Employee is obligated to work. Work assignments may include a scheduled extra shift, a relief shift, a Temporary position as above, a period of stand-by or a call back during a stand-by.

Except where stated as being specifically excluded, the provisions of the Collective Agreement apply to a Casual Employee.

4) **“Employee”**
is a person appointed to a position in the Bargaining Unit.

5) **“Employer”**
is The Meadows.

6) **“Extra Shifts”**
are deficiencies in the schedule known prior to posting.

7) **“Probationary Period”**
is that period for newly hired Employees up to four hundred and ninety-five (495) hours worked in the position. Employment may be confirmed or terminated at any time during this period. In the event that the Probationary Employee is terminated, written notification will be provided to the Union. The probationary period may be extended at the sole discretion of the Employer. The Employer shall notify the Union to advise of such extensions.

During the probationary period the Employee will be entitled to all rights and benefits of this collective agreement except for sick leave as provided for in Article 23.05 (b). During the probationary period the Employer shall have the right to discipline or dismiss any

probationary employee who in the opinion of the Employer is unsatisfactory. An arbitrator's jurisdiction in any grievance filed arising from the discipline or dismissal of a probationary employee is restricted to the determination of whether the Employer's exercise of its discretion to discipline or terminate probationary employment was arbitrary, discriminatory or in bad faith.

- 8) **“Regular Employee”**
is an Employee who occupies a regularly scheduled Full-Time or Part-Time position as an Employee of the Employer and designated as ongoing.
- 9) **“Regular Full-Time Employee”**
is one who is regularly scheduled to work the standard hours in each two (2) week period as indicated in Article 17.01.
- 10) **“Regular hours”**
are all regularly scheduled paid hours. Time worked as overtime, stand-by or call back as described in Article 18 shall not qualify as regular hours.
- 11) **“Regular Part-Time Employee”**
is an Employee who is scheduled to work less than the standard hours indicated in Article 17.01. A Part-Time Employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.
- 12) **“Relief Shifts”**
are deficiencies in the schedule which occur after the posting.
- 13) **“Service”**
 - (a) refers to the duration of an Employee's employment relationship, commencing on the most recent date of employment to any position with the Employer (Casual Employees are governed by Article 5.01 (13) (b)).
 - (b) A Casual Employee who becomes a Regular Employee following February 1, 2005, shall have time worked as a Casual Employee, including time worked as a Casual Employee from their most recent date of hire prior to the signing date of this Agreement, converted to service on the basis of 1950 hours equalling one (1) year of service. This service credit shall be added to service as a Regular Employee for the purpose of vacation rate of accrual in Article 22.01.

- 14) **“Spouse”**
means a legal marriage partner, or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner.
- 15) **“Team Leader”**
Team Leader is an individual appointed by the Employer and who is paid the Team Leader stipend under Article 15.09. A Team Leader, in addition to performing the regular duties of their classification, is expected to assist management to coordinate the operation of the department(s), schedule the activities of others within an assigned department; act as a resource person and leader for those staff members and address client/customer service issues. Other responsibilities may include training and administrative duties as assigned.
- 16) **“Temporary”**
is an employment relationship for an Employee in a position designated to be in excess of twenty (20) consecutive working days but is not regular. A Casual Employee filling a Temporary position shall not accumulate seniority but shall accumulate casual hours in accordance with Article 14.01 (b). A Casual Employee filling a Temporary position shall qualify, subject to eligibility, for other benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

At the completion of the temporary term, the Employee shall be entitled to retain up to one hundred and thirty-five (135) hours of accumulated sick leave credits for use upon securing a Regular position or another Temporary position.

Notwithstanding the above, should the employment relationship change from Temporary to Regular without a break in temporary service of at least thirty (30) days, the employment date shall be the most recent date on which the Employee began working in a Temporary employment relationship.

Regular Employees, working in Temporary positions, will continue to be covered under the Collective Agreement as a Regular Employee. Upon completion of the Temporary position, the Regular Employee will be returned to their former position.

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 periods.

Where operationally possible, the Employer endeavors to supply the names of Employees appointed to temporary positions (as defined in Art. 5.01 (16) of less than three (3) months to the Union on a monthly basis. Further, this provision does not include Employees temporarily assigned to fill vacation reliefs.

17) **“Union”**
is the Canadian Union of Public Employees Local 5248.

18) **“Working Days”**
shall be Monday to Friday excluding holidays.

5.02 **“LTD Program”**
is the Nova Scotia Association of Health Organizations Long Term Disability Program.

ARTICLE 6 - UNION DUES

6.01 The Employer shall deduct from every Employee, the regular monthly Union dues uniformly required of all members of this Bargaining Unit and levied by the Local in accordance with its constitution and by-laws.

6.02 Deductions shall be made on a bi-weekly basis. The Local Union shall indicate to the Employer in writing, on or before March 31st, whether the deductions are to be sent to the Local Union office or the National Union office for the next fiscal year. Effective April 1st each year, deductions shall be forwarded, not later than the thirtieth (30th) day of the month, following the month in which deductions were made. The deductions shall be accompanied by a list of names and the amount of the actual bi-weekly wages from whom the deductions have been made.

≈6.03 The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) the name of each Employee; and
- (b) ≈ the mailing address and telephone number (if available) of each employee; and
- (c) the personal email address of each employee (if available); and
- (d) ≈ the employee's employment status (such as full-time, part-time, temporary, casual) and if the employee is on leave of absence, the nature of the leave.
- (e) the corresponding amount of dues remitted on behalf of each Employee

≈To ensure accurate information, all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone

number(s) and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

6.04 Professional Registration Dues

- (a) Upon request of a regular Employee, the Employer shall deduct the annual professional registration dues to be paid by the employee from the salary of the Employee provided that such registration is required for the Employee to work in their position. It is the responsibility of the Employee to ensure that all registration information is currently submitted to their Association within the submission deadline.
- (b) Once the regular Employee elects to have the annual professional registration fees deducted by the Employer, the election shall remain in effect for at least one calendar year unless the Employee ceases to work for the Employer or is on a leave of absence. At the end of each calendar year the Employee may give thirty days' written notice to the Employer to cease the deduction for professional registration dues.
- (c) An Employee who works in a classification for which the Employer requires professional registration shall immediately inform the Employer of any change in registration status.
- (d) This Article shall come into effect ninety (90) days after the signing of the Collective Agreement.

ARTICLE 7 - EMPLOYEE ORIENTATION

7.01 Copies of Agreement

The Employer agrees to make a copy of the Collective Agreement available on the Employer's website and to make a secured copy of the Agreement available in the lunch room and in each department and neighborhood. The Union and the Employer will encourage Employees to access an electronic PDF version of the Collective Agreement. The Employer and the Union will also cost share the initial printing of 50 copies for availability. If further copies are required, this cost share provision shall continue.

7.02 Orientation Program

The Employer shall provide an orientation program for new Employees. Time spent in orientation when required by the Employer, shall be considered as time worked. Where written policies and procedures exist, they will be made available for review by Employees.

The Union will be allowed a period of fifteen (15) minutes with no loss of regular pay during or following the orientation program to meet with new Bargaining Unit members. At this meeting, the Union will inform all new Employees how and where they can access a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 All written correspondence with the Union shall pass to the Secretary of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of equal representation from the Bargaining Unit and the Employer, the number of representatives to be determined by mutual agreement.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (i) Considering constructive exchange of all activities so that better relations shall exist between the Employer and the Employees.
- (ii) Improving and extending services to the public.
- (iii) Promoting safety and sanitary practices.
- (iv) Reviewing suggestions from Employees, questions on working conditions and service (but not grievances concerned with service).
- (v) Correcting conditions causing grievances and misunderstandings.
- (vi) Environmental initiatives undertaken by the Employer.

9.03 Unless the parties have agreed to another process, within sixty (60) days of the signing of this Agreement the parties will identify the members of the sub-committee of the Labour Management Committee who will meet to regularly review LTD, WCB and long term sick leave cases. The sub-committee will be comprised of up to two (2) representatives of the Union and up to two (2) representatives of the Employer. Unless the parties agree otherwise, the sub-committee will meet immediately following each Labour Management Committee meeting to review existing and new cases that have arisen since the last meeting.

9.04 Meetings of Committee

Meetings shall be called as necessary at the request of either party but not less than three (3) times per year. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent at Committee meetings.

9.05 Committee Joint Chairpersons

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

9.06 Minutes of Meeting

Minutes of each meeting of the Committee shall be signed by the Chairpersons and sent to the Committee members within fourteen (14) calendar days after the close of the meeting.

9.07 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 supercede 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 conclusion.

ARTICLE 10 - BARGAINING RELATIONS

10.01 Negotiating Committee - Single Employer

Up to four (4) Employees may be designated by the Union as the Negotiating Committee representatives specifically to engage in collective bargaining. The Employees shall have no loss of regular pay or group benefits for shifts absent while involved in direct negotiations for a Collective Agreement between the Employer and the Union. Union caucus meetings are not covered by this provision.

10.02 Representatives of the Canadian Union of Public Employees

Such representatives shall have access to the Employer's premises during normal business hours providing such permission has been requested and granted by the Employer.

10.03 (a) Recognition of Shop Stewards and Union Representatives

The Employer will recognize the Shop Stewards and Union representatives whose names and areas of responsibility have been identified in writing.

- (b) **Permission to Perform Steward Functions**
A Steward, when required to assist in resolving grievances during working hours, must obtain the permission of the Steward's and the aggrieved Employee's Immediate Supervisor. Permission will not be unreasonably withheld. The Steward has the right to assist any Employee whom the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure. The Employer agrees that the Stewards shall be granted a reasonable time to perform their duties under this Article subject to operational requirements.
- (c) **Union Representation during Meetings with the Employer**
Where an Employee is required to attend a meeting for the purpose of imposing discipline the Employer shall advise the Employee of the Employee's right to union representation. If the Employee chooses to have a union steward represent them, the Employer shall contact a union steward and shall not engage in any discussion on the disciplinary matter until union representation is obtained. The Employer shall inform the union of any discipline which may be imposed.
- (d) **Union Representation at Grievance Discussions**
In any case in which a hearing is held on a grievance at Step 2 or 3 the Employee(s) shall be accompanied by a representative of the Union.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 A grievance shall be defined as a violation or alleged violation of the administration or application of this Collective Agreement. Every grievance shall be processed in accordance with the grievance and arbitration procedures as follows:

Step 1:

Where an Employee has a grievance, the Employee shall, within ten (10) working days of the discovery or occurrence of the incident, giving rise to the grievance, first indicate to the Employee's Immediate Management Supervisor that the Employee has a grievance and will discuss the matter. The Supervisor shall provide the Employee with an answer within ten (10) days.

Step 2:

Should the verbal answer given by the Immediate Management Supervisor not be acceptable to the grievor, and if supported by the Grievance Committee, the grievance shall be submitted in writing to the next level of management in the service or program area or designate within ten (10) working days. This Manager shall provide a decision in writing within ten (10) working days of the receipt of the grievance.

Step 3:

If the decision of the Manager under Step 2 is not acceptable to the grievor, the grievance, if supported by the Grievance Committee, shall be referred to the Chief Executive Officer or designate within ten (10) working days of receipt of the decision in Step 2.

The Chief Executive Officer or designate shall meet with representatives of the Grievance Committee and shall give a decision in writing within ten (10) working days of receipt of the grievance.

11.02 If the Employer fails to respond within the time limits specified above, the Union may forward the grievance to the next step of the grievance procedure. Time limits may be extended by mutual agreement between the Employer and the Union.

ARTICLE 12 - ARBITRATION PROCEDURE

12.01 (a) **Single Arbitrator**

If a settlement is not reached in the steps above, either party may serve notice of intention to seek arbitration. Such notice must be given within fifteen (15) working days. The matter may then be referred to a sole Arbitrator appointed by mutual consent. Should the parties fail to agree upon the Arbitrator, the Arbitrator shall be appointed by the Minister of Labour of the Province of Nova Scotia. The decision of the Arbitrator shall be binding on both parties.

(b) In determining any grievance, the Arbitrator may dispose of the claim by affirming the Employer's action and dismissing the grievance or by setting aside the Employer's action and upholding the grievance or by taking such other action as may in the opinion of the Arbitrator be equitable. The decision shall not alter nor modify any terms or provisions of this Agreement.

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which shall be done within fifteen (15) working days.

12.02 **Grievance for Suspension or Dismissal**

Where a grievance arises in a matter of an Employee suspension or a dismissal the matter will be processed at Step 3.

12.03 (a) **Policy Grievance or Union Grievance**

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Step 1 and 2 of the Grievance

Procedure may be by-passed, provided the Union files the grievance within ten (10) working days of the discovery or occurrence of the dispute.

(b) **Employer Grievance**

The Employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance within ten (10) days. If the answer is not acceptable to the Employer, the Employer may within ten (10) days from the day the President provides an answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.

12.04 **Costs of Arbitration**

The Employer and the Union agree to share equally the amounts payable as levied by the Arbitrator.

12.05 **Decision**

The Arbitrator shall render a decision no later than thirty (30) days following the hearing.

12.06 **Occupational Health and Safety Grievance / Complaint**

An Employee or group of Employees who allege a violation of the *Occupational Health and Safety Act and Regulations* shall have the right to file a grievance or file a complaint pursuant to the Act.

12.07 **Time Limits**

Time limits expressed in this Article may be extended by mutual consent of the Union and the Employer.

12.08 **Witness**

At any stage in the grievance arbitration procedure, subject to operational requirements, the parties may have the assistance of any Employee having knowledge as witness to the aggrieved circumstances. Such leave request shall not be unreasonably denied.

ARTICLE 13 - DISCIPLINE AND DISCHARGE AND VOLUNTARY TERMINATION

13.01 **Just Cause**

An Employee who has completed the probationary period may be disciplined or dismissed, but only for just cause except that Casual Employees may also be dismissed where the Employer determines there is a lack of work or an unreasonable lack of availability on the part of the Employee.

13.02 Where an Employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) days of the discipline, suspension or

discharge, notify the Employee and the Union in writing by registered or electronic mail or personal service stating the reason for the discipline, suspension or discharge. If this procedure is not followed, the action taken shall not be void but the time limits under Article 11 for commencing a grievance shall not commence until the notice is given.

13.03

Discipline Record

An Employee who has been subject to disciplinary action other than suspension may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

An Employee, who has been subject to a period of paid or unpaid suspension, may after four (4) years of continuous Service from the date of the suspension request in writing that the performance file be cleared of any record of suspension. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the four (4) year period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

Discipline imposed for resident abuse shall remain on the Employee file for sixty (60) months. The discipline record shall be removed upon request provided the Employee's file does not contain any further record of disciplinary action during the sixty (60) months of which the Employee is aware.

13.04

Employee File and Discipline Record

- (a) The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an Employee the existence of which the Employee was not made aware of at the time of filing.
- (b) Each Employee is entitled to have access to the Employee's personnel file, except personal references, by appointment during normal business hours. A copy of documents, except personal references, on the file of the Employee shall be made available to the Employee, provided the Employee gives reasonable advance notice of the request.
- (c) The Employee's written response to any item on file shall become part of the personnel file.

13.05

Notice of Resignation and Retirement

Four (4) weeks written notice of resignation shall be given regarding resignation of employment by an Employee, unless mutually satisfactory arrangements are made otherwise. Three (3) months advance written notice of retirement is required to be given by an Employee. Upon the ending of employment the Employer shall determine whether, in addition to regular pay owing, there is any other sum owing to the Employee or whether the Employee owes any sum to the Employer. On the final pay the Employer shall pay to the Employee any additional amount owing to the Employee and/or shall deduct from the final pay any amounts owing by the Employee to the Employer.

ARTICLE 14 - SENIORITY

14.01 (a) **Seniority Defined**

Seniority is defined as the length of service with the Employer commencing with the Employee's most recent date of hire to a Regular position in the Bargaining Unit, unless otherwise adjusted. Seniority shall operate on a bargaining-unit-wide basis. Where the Labour Relations Board orders or the Parties agree to the inclusion in the Bargaining Unit of an Employee previously in a non-bargaining unit position, the Employee shall receive seniority with the Employer commencing with the Employee's most recent date of hire.

Employees who had seniority recognized under the prior Collective Agreement provisions (November 1, 1997 - March 31, 2001) or at the time of certification, shall continue to have the seniority recognized under this Collective Agreement.

(b) **Casual Seniority**

Casual seniority shall apply to a Casual Employee (including a Casual Employee while in a Temporary position) and is defined as the hours worked by a Casual Employee from the date of employment to a position in the Bargaining Unit and shall operate on a bargaining-unit-wide basis. A record of hours worked by a Casual Employee shall be maintained by the Employer. This record shall constitute the Casual Seniority List.

The only occasion when the Employer shall refer to Casual Seniority is as the determining factor where two or more Casual candidates for a posted vacant position, as set out in Article 15, are deemed relatively equal in qualifications, skills, and abilities. In such case the Casual Employee with the greater Casual seniority will be given preference.

14.02

Seniority Lists

The Employer shall maintain two seniority lists:

- (a) Regular Seniority List
showing the most recent date of hire of the Regular Employee (as adjusted where applicable).
- (b) Casual Seniority List
showing a statement of the total of hours worked by the Casual Employee up to and including December 31st.

A copy of each list shall be posted on the Union bulletin board between January 1st and February 28th of the following year. The lists shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the lists may be forwarded to the Employer in writing, failing which the lists shall be deemed to be accurate and the Employer shall be entitled to rely on the list as posted or corrected.

Notwithstanding the above, decisions premised on a Casual Employee's seniority will be based on the Casual Employee's seniority at that point in time.

14.03

Seniority and Probation

Regular Seniority or Casual Seniority shall not be recognized by the Employer during the Probationary Period.

14.04 (a)

Loss of Regular Seniority

An Employee shall cease to be an Employee and thus forfeit seniority rights in the event that such Employee:

- (i) is discharged for just cause and is not reinstated;
- (ii) resigns, in writing;
- (iii) is absent from work in excess of five (5) consecutive scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonable;
- (iv) fails to return to work within seven (7) calendar days following a recall for employment in excess of three (3) months and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address and phone number. An Employee who refuses an offer for casual work or employment of short duration (under three (3) months) shall not lose recall rights for such refusal;

(v) is laid off for a period longer than two (2) years (recall period) except where employed within such recall period for Casual or Temporary employment of six (6) months or less in which case the recall period is extended by the total of the shifts worked during the two (2) year recall period. For a temporary period of employment in excess of six (6) months the two (2) year recall period shall recommence at completion of the temporary period.

(b) **Loss of Casual Seniority**

A Casual Employee shall cease to be an Employee and thus forfeit Casual seniority rights in the event that:

- (i) The Employer has discontinued the assignment of shifts to a Casual Employee and notified the Casual Employee accordingly.
- (ii) The Casual Employee resigns in writing.
- (iii) The Casual Employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability.

14.05 Seniority Outside the Bargaining Unit

(a) Regular Employees transferred for a temporary period of twelve (12) calendar months or less to a position outside of the Bargaining Unit shall continue to be credited for Regular seniority for the term of the appointment provided that the employee continues to pay union dues pursuant to Article 6. The terms of the Collective Agreement shall not otherwise apply to such employee while in the non-bargaining unit position. The Employer and the Employee can mutually agree to extend the period of the temporary assignment. However, a mutual agreement shall be required between the Employer and the Union in order to allow for seniority recognition to extend beyond the twelve (12) month period. Where no agreement is achieved and the Employee continues to work in the position for the period beyond the twelve (12) months, the Employee shall forfeit all seniority.

(b) Casual Employees transferred for a temporary period of twelve (12) calendar months or less to a position outside the Bargaining Unit shall retain and continue to accrue Casual seniority for the hours worked during the term of the appointment provided that the employee continues to pay union dues pursuant to Article 6. The terms of the Collective Agreement shall not otherwise apply to such employee while in the non-bargaining unit position. The Employer and the Employee can mutually agree to extend the period of the temporary assignment. However, a mutual agreement shall be required between the Employer and the Union in order to allow for seniority recognition to extend beyond the twelve (12) month period. Where no

agreement is achieved and the Employee continues to work in the position for the period beyond the twelve (12) months, the Employee shall forfeit all seniority.

14.06 Notwithstanding the above, in the event that an Employee receives a Leave of Absence to pursue other employment, seniority will not accumulate.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Both Parties recognize:

1. The principle of promotion within the service of the Employer; and
2. That job opportunity should increase in proportion to length of service and ability.

15.02 Selection Process

- (a) In making staff changes, the Employer will select the best candidate with the stated qualifications, skills and abilities provided the qualifications, skills and abilities bear a reasonable relationship to the position and its duties. In determining the best candidate, satisfactory service with the Employer will be given reasonable consideration. In the event these factors are equal for two or more Employees, seniority will prevail.

The successful Employee, from the Bargaining Unit, shall be placed on a trial period for a period of four hundred and ninety-five (495) regular hours worked. In the event the successful Employee proves unsatisfactory in the position during the aforementioned period, at the sole discretion of the Employer, such Employee shall be informed in writing of the reasons by the supervisor, and shall be returned to that Employee's former position without loss of seniority, benefits or previous salary or the trial period may be extended at the sole discretion of the Employer.

During the trial period, the Employee shall retain the option of returning to the Employee's former position with the same procedure being followed as outlined above. Subject to operational considerations, the Employer shall return the Employee to their former position within twenty-one (21) calendar days after the Employee exercises this option. Any other Employee promoted or transferred in relation to the above assignment shall also be returned to that Employee's former position with the same procedure being followed as outlined above.

In the event that the successful candidate proves unsatisfactory during the trial period, or if the successful candidate chooses to return to their previously held position, the candidate who met the qualifications, skills and abilities of the position and placed second in the selection process may be offered the position.

- (b) The job selection process employed by the Employer may result in the awarding of the position to the most senior qualified applicant without an interview being conducted.
- (c) Only those positions which cannot be filled by a Bargaining Unit applicant possessing the required skills, abilities, and qualifications will be filled by a candidate from outside the Bargaining Unit.

15.03 Position Posting

(a) Where the Employer determines that:

- (i) A regular vacancy exists; or
- (ii) A new position is created; or
- (iii) A temporary vacancy exists of three (3) months or more; or
- (iv) Additional regular Part-Time hours are available;

and the Employer determines that the position is to be filled, a notice shall be posted.

- (b) In accordance with 15.03 (a) above, a notice shall be posted for a period of fourteen (14) calendar days. The closing date for applications shall be indicated on the position posting. The Employer shall provide a copy of the posting to the Union. The notice shall include a brief description of the nature of the position, classification title and an overview of the skills, abilities and qualifications required. Directions as to applying for the position or obtaining additional information about the position shall be included.
- (c) Positions will be awarded to the successful candidate as soon as is reasonably possible following the closing date for the job posting.
- (d) The Employer may combine Part-Time positions to become a single position, where operationally feasible.
- (e) Any Employee filling a Temporary Position must complete not less than four (4) months of the Temporary Position before being eligible to commence any other Temporary Position.

(f) Employees can apply for posted Regular positions at any time.

≈ 15.04 **Designated Postings**

(a) The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

(b) ≈ The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.03.

15.05 **Successful Candidate**

The name of the successful candidate shall be sent to the Union within fourteen (14) days.

15.06 An unsuccessful Bargaining Unit applicant may, within 10 days of notification of the awarding of the position, make a request for an explanation as to why they was not granted the position. The Employer shall provide an explanation to the Employee as soon as practical after receipt of the request. The time limit for the filing of a grievance under Step One of the Grievance Procedure shall run from the date the Employee receives the explanation from the Employer.

15.07 **Placement in a New Position**

The candidate shall normally be placed in the new position within sixty (60) days of their successful appointment or effective date, whichever is later, regardless of their current position. In the event that the successful candidate is not able to be placed in the new position within this sixty (60) day period due to operational requirements, the Employee shall receive the higher rate of pay, if any, for the new position, commencing on the forty-sixth (46th) day.

15.08 Casual Employees shall not be used in permanent vacancies in order to avoid posting the vacancy when the Employer determines that the vacancy is to be filled. Casual Employees may continue to be used in permanent vacancies while the Employer posts and fills such positions.

15.09 When opportunities for additional Casual employment arises, the Employer may provide notification indicating the nature of the available Casual employment.

15.10 **Team Leader Pay**
An Employee appointed by the Employer to a Team Leader position shall receive a regular pay supplemental premium for the hours worked in such an assignment. The pay shall be calculated by referring to the Employee's base annual pay rate (excluding overtime) and adding an annual rate supplement of \$2,000. Part-Time Employees shall be pro-rated in accordance with their regular hours worked.

≈15.11 **LPN Facility Pay**
In the absence of management staff or a registered nurse, including a registered nurse designated to be on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked with the designated responsibility.

15.12 **Required Education**

- (a) The Employer shall provide and fund any Employer required training / education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The Employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

ARTICLE 16 - DISPLACEMENT, LAYOFF, AND RECALL

The provisions (16.01 through 16.29) do not apply to a Casual Employee except as specified.

16.01 (a) **Definition of Displacement and Layoff**

Employees may be subject to the Displacement Procedure and/or laid-off because of shortage of work or funds, or the discontinuance of work or the reorganization of work.

(b) **Deemed Displaced**

Employees shall be deemed to be a displaced Employee and subject to the provisions of this Article where the regular designated hours of their original positions are reduced.

(c) **Seniority and Displacement, Layoff, and Recall**

(i) The Employer will apply the principle of seniority rights within the Displacement, Layoff and Recall procedures. That is; where the procedures provide an option to affected Employees, the option shall be offered first to the most senior affected Employee. Where the procedure does not permit an option, the Employee to be displaced or laid-off shall be the least senior affected Employee.

(ii) Both parties recognize the principle that job security shall normally increase in proportion to length of service. Therefore, in the event of a displacement in a classification, the Employee to be displaced shall be the least senior in that classification, if operationally possible, in the affected site.

(iii) Further, both parties recognize that in the event of a layoff in a classification or classification group, the Employee to be laid-off shall be the least senior in that classification or classification group, in the Bargaining Unit.

16.02 (a) **Prior to Displacement**

Prior to any affected Employees being notified, the Employer will meet and inform the Bargaining Unit representatives on the Labour Management Committee of all Employee placement options immediately available. This information will be provided to the Committee as early as is reasonably possible.

Any specific information disclosed shall be treated as confidential by both Parties.

In the meeting:

The Employer will advise the Bargaining Unit representatives of the Labour Management Committee of:

- (i) the department or service affected,
- (ii) the classifications affected,
- (iii) the number of Employees to be potentially displaced from the department or service affected,
- (iv) the Employer's determination of the least senior Employee(s) within the classification in the department or service affected,
- (v) all existing or pending Regular and Temporary vacancies and existing Temporary positions in the Bargaining Unit, and
- (vi) the potential for a TSP process and if applicable, the number of positions that may have access to a TSP process.

The Employer will consult with the Bargaining Unit representatives of the Labour Management Committee regarding ways to minimize the adverse effect on the Employee(s) to be displaced.

The Employer may consider additional options within the displacement procedure including those presented by the Bargaining Unit representatives of the Committee where the options are operationally practical and in accordance with the following principles:

- (i) to minimize the number of affected Employees to be displaced;
- (ii) to minimize disruptions to affected Employees by displacement.

(b) Voluntary Severance and TSP

The Employer shall, following the meeting and at the beginning of this displacement process, where potential opportunities are identified by the Employer, invite expressions of interest for voluntary severance. This shall be in accordance with the Transition Support Program (TSP - See Article 16.07). The invitation to TSP severance may be directed to all Regular Employees in the Bargaining Unit or to a specific classification or classification group as determined by the Employer.

While the TSP program is in effect, the Employer shall consider the expressions of interest for voluntary severance beginning with the most senior Employee. However, the Employer shall only approve such requests where deemed by the Employer to be reasonable and operationally practical.

The Parties acknowledge that the inclusion of the TSP availability in this Collective Agreement reflects that TSP was available under the collective agreement in effect on July 11, 2011 when the Employer became a successor employer to the previous acute care employer, South West Nova District Health Authority.

(c) **Restrictions on Postings**

The Employer shall not post vacancies that arise while Employees are in receipt of displacement notices where the threshold requirements of the vacant positions can be met by a displaced Employee.

(d) **Vacant Positions**

Vacant positions existing at the time that Employees are in receipt of displacement notices may not be filled (appointments confirmed) as posted where the threshold requirements of the vacant positions can be met by a displaced Employee.

(e) **Determination of Options**

Following the consultation with the Labour Management Committee set out above, the Employer will determine the reasonable options in the circumstances for each displaced Employee.

16.03

Classification Groups

Classification groups, if any, shall be described in a Memorandum of Agreement. This Memorandum shall be developed following the signing of the Collective Agreement and shall be applied in accordance with this Article 16. Classification groups can only include classifications that require the same or essentially the same threshold qualifications and classifications that are compensated at pay rates where the maximum pay rates for the lowest and highest paid classifications in the group are within a 10% range. [eg. Classification Group A lowest pay rate \$25,000 and highest pay rate \$27,500]. Classification groups, where established by Memorandum of Agreement shall be for the purposes of this provision only, be deemed to be a single classification rate.

16.04

Vacancy Matching

An Employee can only be matched to a vacancy if the annual salary and regular hours of work do not exceed those of their existing position. Employees are deemed to be a match if they can meet the threshold requirement of the position.

It is understood that a displaced Employee can be considered for placement to an existing vacancy, a vacancy in a position created by a voluntary severance (TSP) or by a retirement. In such cases where a displaced Employee is willing to accept a placement to an existing vacancy outside of

their classification, the Employee may receive, at the sole discretion of the Employer, up to one hundred and fifty (150) hours of training to assist them in meeting the threshold requirements of the position.

16.05 Notification of Displacement to Employee

The Employer shall meet in person with the affected Employee(s) to be displaced and outline the displacement options, verbally and in writing. The displaced Employee(s) shall be accompanied at the meeting by a Union representative from the Labour Management Committee.

16.06 Displacement Options

Once a displaced Employee has been notified by the Employer, the Employee shall indicate in writing their preferred option within two (2) working days (ie. Monday to Friday) from the following:

(a) Voluntary Severance:

While the TSP program is in effect and where voluntary severance is indicated by the Employer as available, the Employees will be invited to complete the expression of interest forms. Where the Employer accepts the Employees expressed interest in severance, the Employee shall be deemed to have voluntarily severed employment and shall forfeit all rights under the Collective Agreement. This severance is not deemed to be a layoff.

It is understood that voluntary severance shall not be offered where vacancies exist within the displaced Employee's classification. However; where the displaced Employee is within a classification group and the existing vacancy is within the classification group, the Employer shall determine if a voluntary severance (ie.; TSP payment) is to become available to the displaced Employee. It is understood that voluntary severance may not be offered where vacancies exist within the displaced Employee's classification group; or

(b) A Regular or Temporary Bargaining Unit Vacancy:

(i) A displaced Employee may choose any existing vacancy within the classification or classification group for which the Employee meets the threshold requirement of the vacancy; or,

(ii) In the event that the Employee does not choose the vacant position within the classification or classification group but wishes to displace the position of the least senior Employee within the classification or classification group) and provided that the least senior Employee can meet the threshold requirements of the vacant position, the originally displaced

Employee shall occupy the position of the least senior Employee and the least senior Employee moves to the vacant position; or

(iii) A displaced Employee may choose any existing vacancy within the Bargaining Unit for which the Employee meets the threshold requirements of the vacancy; or

(c) Displace another Employee in accordance with Article 16.07 (b); or

(d) Accept the Layoff and be Placed on the Recall List.

16.07 (a) **Displacement Requirements**

It is understood that in the case of displacement, an Employee can only displace into a position if the annual salary and regular hours of work do not exceed those of their existing position and the Employee can meet the threshold requirement of the position to be occupied, except a displacement into a position within a classification group as set out in Article 16.03.

For greater clarity it is understood that an Employee can displace to a position of the least senior Employee of an equivalent number of hours. Where a position of equivalent hours is not available the Employee can displace to the least senior position having the greatest number of hours.

(b) **Displacement Procedure**

(i) Where the Employer is to reduce the staff compliment in a classification, the least senior Employee within the classification to be reduced shall be displaced.

(ii) Where the displaced least senior Employee in the classification is not the least senior Employee in the classification group (where groups are established by agreement with the Union) then the displaced Employee shall further displace the least senior Employee in the classification group.

(iii) Where the displaced Employee is the least senior Employee in the classification or classification group, the Employee may displace the least senior Employee in the department as defined by the Employer within 90 days of the signing of the Collective Agreement (within the bargaining unit) for which the Employee meets the threshold requirements of the position.

- (iv) Where the displaced Employee is the least senior Employee in the classification or classification group, the Employee may displace the least senior Employee in the Bargaining Unit for which the Employee meets the threshold requirements of the position.
 - (v) Where the Employee is unable to meet the threshold requirements of a position of an Employee with the least seniority, the Employee may displace the least senior Employee in the displaced Employee's classification or classification group.
 - (vi) A displaced Employee may displace the least senior Employee in the Bargaining Unit.
 - (vii) Where the Parties mutually agree that an Employee's displacement choice has proven unworkable, the Employee will be allowed to exercise their full rights under Article 16.07(b).
- (c) Employees subsequently displaced in accordance with the above shall be entitled to follow the procedure as previously set out.
- (d) **TSP Severance Payment**
 The amount of TSP payment shall be equivalent to three (3) weeks' regular (i.e. excluding overtime) pay for each year of service to a maximum payment of fifty-two (52) weeks' pay and for a minimum payment of eight (8) weeks' pay. Where there is a partial year of service, the TSP payment will be pro-rated on the basis of the number of months of service.

16.08 Threshold Requirements

In exercising options under the Displacement and Layoff Procedure, threshold requirements within the classification or classification group shall be the minimum requirements for entry to the position.

16.09 On-the-Job Training

Prior to a non-voluntary lay off occurring, the Employer shall assess each remaining existing Regular vacancy in the Bargaining Unit where it had been previously determined by the Employer that the displaced Employee could not meet the threshold requirements of the vacancy. Where the Employer determines that the displaced Employee could meet the threshold requirements of an existing Regular vacancy if provided with on-the-job training of up to one hundred and fifty (150) hours (worked) in addition to the usual orientation period, the displaced Employee shall be offered the existing Regular vacancy with a requirement to complete the training.

16.10

Leave of Absence

An Employee to be displaced who is absent from work due to a leave of absence for any reason shall be advised of displacement in writing. The displaced Employee shall be required to indicate their intent to return to work and shall normally be required to exercise displacement rights in accordance with the displacement procedure. However, the displaced Employee will not be required to return to work prior to the expiry of their leave of absence.

16.11

Choosing an Option

- (a) The Employer shall provide a minimum of two (2) working days to permit an Employee to notify the Employer in writing of their choice.
- (b) Where a displaced Employee is eligible for retirement in accordance with the NSHEPP Pension Plan, the displaced Employee may choose to retire.

16.12

Notice of Lay Off

- (a) Employees shall be given four (4) weeks written notice of lay off. Where such notice is not given, the Employee shall receive pay in lieu of notice equivalent to the regular pay they would have otherwise earned during the notice period.
- (b) A copy of the lay off notice shall be sent to the Union.
- (c) This provision does not apply to layoff as a result of a labour dispute. In such cases, as much notice as possible shall be given.
- (d) This provision shall not apply to a Casual Employee.

16.13

Recall

- (a) A displaced Employee who has indicated a choice to voluntarily lay off shall no longer have any rights to displace.
- (b) A displaced Employee who has indicated a choice to voluntarily lay off shall have recall rights.

16.14

Recall Rights

Where a displaced Employee is appointed to an existing vacancy or a vacancy created through the awarding of a TSP or an Employee retirement, or position which has a lower hourly rate, except as set out in Article 16.03, or less designated hours than the hours of the displaced Employee as designated prior to displacement, the displaced Employee retains recall rights to a position within the classification or classification group of equivalent designated hours to the position held by the displaced Employee prior to displacement.

- 16.15 Recall to Temporary Positions – less than 6 months**
A laid-off Employee, while working relief shifts, extra shifts or in a Temporary position shall retain the status as a laid-off Regular Employee.
- The total of the days worked as relief or extra shifts or in a Temporary position of less than six (6) months shall extend the recall period set out in Article 14.04 (v).
- 16.16 Recall to Temporary Positions – more than 6 months**
A laid-off Employee recalled to a Temporary position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.
- 16.17 Full-Time Employees Recalled to Part-Time Positions**
- (a) Full-Time Employees may be permitted, where operationally feasible, to occupy more than one (1) Part-Time position within the classification or classification group while awaiting recall to a regular Full-Time position. This practice shall not oblige nor require the Employer to combine Regular positions so as to create Full-Time hours nor shall the Employer be required to fragment Full-Time or Part-Time positions to restore the pre-lay off hours to laid-off Employees.
- (b) A Full-Time Employee does not lose their recall rights if they refuse to accept recall to a Part-Time position.
- 16.18 Part-Time Employees Recalled to Regular Part-Time Positions**
A laid-off Part-Time Employee may be recalled to a Regular Part-Time position within the classification or classification group up to their former appointment status designation as to their percentage of Full-Time hours.
- If recalled to a Regular Part-Time position within the classification or classification group with a smaller percentage of Full-Time hours, the Regular Part-Time Employee shall retain their recall rights to a Regular Part-Time position equivalent to their former appointment status designation as a percentage of Full-Time hours.
- 16.19 Laid-off Employee Availability for Recall and/or Assignment**
All laid-off Employees shall indicate to the Employer on the Laid-off Employee Availability Form attached to this Agreement whether or not the Employee is interested in the assignment to extra and/or relief shifts within the classification while on lay off. Where interested the Employee shall indicate the extent of availability. Assignments shall be in accordance with the threshold requirements for the available shift and in recognition of the need for Employee orientation to specific positions within the classification or classification group.

- 16.20 **Laid-off Employee Availability Form**
A laid-off Employee shall indicate in writing on the form attached as Appendix "D" whether they is willing to accept recall and/or additional shifts within the Bargaining Unit to a Regular position within the classification or classification group.
- 16.21 (a) **Assignment of Additional/Extra Shifts**
A laid-off Regular Employee who has indicated an interest in additional shifts will be assigned extra shifts within the classification or classification group in accordance with the practice for all Part-Time Employees. It is understood that assignment to additional shifts to a position within a classification group, where the assignment is to be in a classification other than that of the Employee to be assigned, requires that an Employee be able to immediately fulfill the requirements of the position.
- (b) **Assignment of Temporary Positions**
Available Temporary positions within the classification or classification group that are in excess of three (3) months shall be offered to laid-off Employees, subject to the threshold requirements of the position, in order of their seniority. Placement of laid-off Employees into these positions is subject to recall.
- Laid-off Employees shall be offered Temporary positions of less than three (3) months prior to the positions being offered to Casuals.
- (c) **Assignment of Relief Shifts**
A laid-off Employee will be offered relief shifts within the classification in accordance with the practices with Part-Time and Casual Employees.
- 16.22 **Notice of Recall**
A laid-off Employee shall be notified of the opportunity for recall within the Bargaining Unit in the most expeditious manner possible including telephone, fax or in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.
- 16.23 **Current Contact Information**
Laid-off Employees are responsible for leaving their current address and telephone number with the Employer.
- 16.24 **Recall Procedure**
Laid-off Employees shall be recalled in order of seniority to fill the first available Regular position within the Bargaining Unit for which the laid-off Employee meets the threshold requirements and as indicated in Appendix "D".

However, where the senior laid-off Employee does not meet the threshold requirements for an available position, and on-the-job training of up to one hundred and fifty (150) hours (worked) in addition to the usual orientation period would be unavoidable in order to fill such an available position, on-the-job training shall be offered to the most senior laid-off Employee and so on in order of seniority.

Where a recalled Employee accepts a position in the Bargaining Unit which has a lower hourly rate, except as set out in Article 16.03 or less designated hours than the hours of the displaced Employee as designated prior to displacement, the displaced Employee retains recall rights to a position within the classification or classification group of equivalent designated hours to the position held by the displaced Employee prior to displacement.

16.25 Recall List

The Employer shall maintain a recall list. The recall list shall include the classification or classification group, the name of the laid-off Employee, and the laid-off Employee's recall period.

16.26 Recall – Accept or Decline

The laid-off Employee shall indicate to the Employer within two (2) working days of receipt of the recall notice, the laid-off Employees intention to accept or decline the recall. If the laid-off Employee accepts the recall, the laid-off Employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the laid-off Employee rejects the opportunity for recall, the Employee shall be continued on the lay off list, subject to Articles 16.04 (c), (d), and 16.24.

16.27 (a) Recall Refusal

Three (3) successive refusals of recall opportunities within the classifications–or classification group may result in the laid-off Employee being removed from the lay- off list and the forfeiture of all rights under the recall rights of this Collective Agreement.

(b) Expiry of Recall Period

At the expiry of the recall period a laid-off Employee may apply in writing to continue to work as a Casual Employee. The Employee shall be permitted to convert their Regular seniority including Regular seniority while a laid-off Employee, to Casual seniority.

16.28 New Employees and Recall List

No new Employees shall be hired unless all Employees on the recall list who are able to perform the work required have had an opportunity to be recalled subject to consideration of threshold qualifications.

The recall list shall be maintained by the Employer and provided to the Union at least four (4) times per year.

ARTICLE 17 - HOURS OF WORK

17.01 (a) Bi-weekly Hours

Except as otherwise specified in this Agreement, the hours of work for a Full-Time Employee shall average seventy-five (75) hours per two (2) week period consisting of shifts that are:

(i) Regular 7.5 hour shift

Seven and one-half (7 ½) hour shifts, exclusive of one-half (½) hour meal break and inclusive of two (2) fifteen (15) minute rest breaks;
or

(ii) Regular 11.25 hour shift

Eleven and one-quarter (11 ¼) hour shifts, exclusive of forty-five (45) minutes, one-third of which shall be used in conjunction with a paid fifteen (15) minute period to become a second meal break and inclusive of two fifteen (15) minute rest breaks.

(b) Other Regular Shifts

The shift length can be altered from the usual 7.5 or 11.25 hour shifts to create other regular shifts. For Full-Time Employees, the regular shifts shall not normally be less than 7.5 hours and not more than 11.25 hours. For Part-Time Employees, the regular shifts shall not be less than 3.75 hours inclusive of a fifteen (15) minute break except where there is an agreement with the Union. This provision does not apply to Casual Employees.

(c) Flexible Work Hours

The Employer may, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule if the Employer is satisfied that an adequate number (ie., 10 or less, there must be a consensus more than 10, there must be a sixty-six and two-thirds (66 ⅔) agreement unless the Parties mutually agree to another mode of determination) of Employees in a unit have requested and wish to participate in such a schedule and the operation of the service is not adversely affected. This provision is not applicable to a Casual Employee.

17.02 (a) **Working Schedule**

(i) **Days off**

Days off for a Full-Time Employee shall average four (4) per two (2) week period, given in not more than two segments unless mutually agreed otherwise between the Union and the Employer. This provision is not applicable to a Casual Employee.

- (ii) The Employer shall provide that no Employee is scheduled to work more than five (5) consecutive night shifts between days off, unless mutually agreed otherwise. This provision is not applicable to Casual Employees.

Where a schedule requirement would have the Employee working greater than this number of consecutive shifts and the change is to be ongoing, the change to the rotation will require an agreement with the Union.

- (iii) Full-Time Employees who work rotating shifts shall be assigned to work on an equitable rotation basis, except where operational requirements prevent such equitability.

- (iv) This does not preclude shift arrangements acceptable to both the Employer and the Union in variance of the foregoing.

- (v) Unless mutually agreed otherwise, Employees shall not be required to work more than a total of sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work, except in emergency situations.

(b) **Working Schedule - Posting**

- (i) The work and standby schedule for Regular Employees or Employees in Temporary positions shall be for a four (4) week period and posted not less than two (2) weeks in advance. All additional available shifts known to the Employer at the time of posting shall be assigned on this schedule.

- (ii) Regular Employees shall be notified of any change in the posted schedule. Except where the change is by mutual agreement between the Employee and the Employer, where a change of scheduled shift (excluding scheduled standby shifts)-occurs within twenty-four (24) hours of the scheduled shift start time, the Employee shall receive payment at the applicable overtime rate for all such hours worked within the required period of notice. A change in shift occurs when both the scheduled start time and end time for a scheduled shift are

changed or the calendar date of the shift is changed. This provision is not applicable to a Casual Employee.

- (iii) Part-time and Casual Employees shall be responsible to check the schedule for any additional / relief shifts which have been assigned to them. For any changes that are made to an Employee's work schedule within 7 days of the shift to be worked, notification shall be made by the Employer contacting the Employee.

(c) **Split Shifts**

There shall be no split shifts except by mutual agreement between the Union and the Employer. This provision is not applicable to a Casual Employee.

(d) **Weekends Off**

Employees who work rotating shifts shall receive one (1) weekend off in a three (3) week period unless otherwise mutually agreed. This provision is not applicable to a Casual Employee.

17.03 **Meal and Rest Periods**

The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow the Employee to have meal and rest break(s) during the scheduled shifts. Employees shall be permitted to combine meal and/or rest break(s) where operationally possible.

(a) **Paid Rest Periods**

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of a 7.5 hour shift in an area designated by the Employer. Employees may be required to remain at their work stations during rest periods.

(b) **Unpaid Meal Breaks**

An Employee shall be permitted an unpaid meal break of thirty (30) consecutive minutes once during a shift (7.5 hours). Employees may be required to remain at their work stations during meal breaks.

(c) **Missed Breaks**

It is recognized as inherent in continuing care employment that on shifts where scheduling will not permit, Employees may have to take their meal break(s) and/or rest break(s) at the work site or in the facility. Where the Employees are not able to receive meal or rest breaks during the shift, the Employee will be paid or credited for the missed break(s) at applicable overtime rates. Where time off is chosen it shall be scheduled at a mutually agreed time.

- (d) **Breaks for Excessive Temperature**
Where temperatures exceed 32.2 C (90-95 F), Employees may take advantage of a ten (10) minute break per hour of service.

17.04 (a) **Part-Time Employees - Additional Shifts**

The provisions of overtime and call back shall not apply to a Part-Time Employee assigned to work shifts in addition to those for which the Employee was scheduled on the posted schedule except when the Employee is required to work hours in excess of the scheduled shift (7.5 hours) or in excess of the average bi-weekly hours (75 hours).

(b) **Part-Time Employee's Extra Shifts**

(i) All Part-Time Employees shall indicate to the Immediate Management Supervisor (on the Part-Time Employee Availability Agreement – Appendix "C") whether or not the Employee is interested in the assignment of shifts, that are known prior to posting (extra shifts) and that are beyond their designation as a percentage of Full-Time hours.

(ii) A Regular Part-Time Employee may be assigned extra shifts up to the point of their indicated willingness to work extra shifts. The Employer shall normally assign extra shifts to such Regular Part-Time Employees as equitably as possible per posting on the basis of indicated availability. If extra shifts still exist after assignment of the extra shifts to Regular Part-Time Employees, as set out above, the Employer may offer the extra shift(s) to Casual Employees.

(iii) A Part-Time Employee is permitted to submit a revised Availability Agreement indicating availability by March 1st (for April to June); by June 1st (for July to September); by September 1st (for October to December); and by December 1st (for January to March). A revised Part-Time Employee Availability Agreement may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.

(c) **Relief Shifts**

When relief shifts become available (after a shift schedule has been posted) such relief shifts will be assigned as equitably as possible to Part-Time Employees and Casual Employees.

17.05 **Casual Availability**

- (a) Casual Employees shall, at the commencement of their employment, confirm in writing to the Employer the extent of their availability. In accordance with the forms attached as Appendix "C" Casual Employees

who wish to change their availability must apply in writing to the Employer for such change which requires the approval of the Employer. Such approval shall not be unreasonably denied.

- (b) Casual and Part-Time Employees may work without advance notice and there shall be no financial penalty on the Employer. Casual and Part-Time Employees may also have relief shifts cancelled with three (3) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled relief shift, the Casual or Part-Time Employee shall be provided with work or be paid for the cancelled relief shift.
- (c) The provisions of this Article shall apply unless there is a mutual agreement otherwise.

ARTICLE 18 - COMPENSATION FOR WORK BEFORE AND AFTER SCHEDULED HOURS

18.01 Overtime Defined

- (a) Overtime is time worked in excess of [excludes the fifteen (15) minutes as set out in Article 18.01 (c)]:
 - (i) a regular 7.5 hours shift; or
 - (ii) a regular 11.25 hours shift; or
 - (iii) other regular shifts of a duration longer than 7.5 hours; or
 - (iv) average of 75 hours bi-weekly in accordance with a rotation.
- (b) Regular shifts of less than 7.5 hours shall not qualify for overtime compensation until the time worked exceeds the minimum of 7.5 hours.
- (c) Overtime will be compensated, by the Employer granting to the Employee, pay at the rate of one and one-half times (1½ x) the Employee's regular hourly rate for the overtime worked provided such time worked exceeds fifteen (15) minutes beyond the regularly scheduled shift as indicated in Article 18.01 (a).
- (d) Where an Employee works in excess of four (4) hours overtime beyond a regular 7.5 hour shift (or other regular shift longer than 7.5 hour shift), the Employee shall be compensated at the rate of two times (2x) the Employee's regular hourly rate for the overtime hours worked that are in excess of the first four (4) hours of overtime worked.

- 18.02 **Meal Allowance**
Employees will be provided with a meal voucher or eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled shift as described in Article 17.01 (b) provided the regular shift is a minimum of 7.5 hours.
- 18.03 **Stand-by**
- (a) An Employee may be required to be on Stand-by provided they are designated by the Employer.
 - (b) The Employer shall pay an Employee who is on Stand-By on a regular day thirteen dollars and fifty cents (\$13.50) for each Stand-By period of eight (8) hours or less.
 - (c) The Employer shall pay an Employee who is on Stand-By on a named holiday twenty-seven dollars (\$27.00) for each Stand-By period of eight (8) hours or less.
 - (d) An Employee shall not be assigned to Stand-by for more than two (2) weekends in a four (4) week period or for more than seven (7) consecutive days unless mutually agreed. In the event that this assignment is on a day not scheduled to be at work, this assignment shall not be deemed to interrupt a day off as set out in Article 17.02 (a).
 - (e) Stand-by shall not be forfeited in the event of a call back.
 - (f) An Employee shall not be required to be on Stand-By during the vacation period unless the Employer and the Employee mutually agree.
- 18.04 (a) **Call Back Defined**
Call back occurs when an Employee is required to report for work following completion of a shift but before the commencement of their next shift or has signed out from duty following a call back. Working additional shifts, extra or relief shifts, shall not be considered as a call back for a Part-Time Employee or Casual Employee.
- (b) **Compensation**
- (i) An Employee who is called into work outside the Employee's normal working hours, shall be paid a minimum of four (4) hours at the Employee's regular rate or time and one-half (1½ x) for all overtime worked, whichever is greater.

(ii) For Employees on Stand-by, the minimum four (4) hour payment shall apply once during each eight (8) hour Stand-by period. Subsequent calls during the same eight (8) hour period shall be paid at time and one-half (1½ x) with a minimum of one (1) hour's pay at straight time rates.

(iii) **Call Back on a Holiday**
An Employee who is called into work on a holiday, outside the Employee's normal working hours, shall be paid a minimum of four (4) hours at the Employee's regular rate or double time (2x) for all overtime worked, whichever is greater.

The minimum four (4) hour payment shall apply once during each eight (8) hour Stand-by period.

Subsequent calls during the same eight (8) hour period shall be paid at double time (2x) with a minimum of one (1) hour's pay at straight time rates.

(iv) An Employee may take time off in lieu of pay for reporting for work on a call-back. Such time off shall occur at a mutually agreed time. Such time banked shall be tracked as part of the overtime bank and shall be subject to Article 18.05. This provision is not applicable to a Casual Employee.

(v) This provision is not applicable to a Casual Employee unless that Casual Employee is on standby.

(c) **Transportation Allowance**

Employees shall receive a transportation allowance of eight dollars (\$8.00) for each call back. This provision is not applicable to a Part-Time Employee working additional shifts or a Casual Employee except where the Employee is on a Stand-by assignment when receiving the call back.

(d) **Rest Interval After Call Back**

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

- (e) **Compensation Where Rest Interval Not Taken**
Subject to Article 18.04 (d) where, because operational requirements do not permit or where mutually agreeable variations between the Employee and the Employer are not acceptable, the six (6) hour rest period pursuant to Article 18.04 (d) cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1½ x).

18.05 Overtime Payout

- (a) An Employee may take time off in lieu of pay for overtime worked. Such time off shall occur at a mutually agreed time. Where the Employee chooses to take pay for overtime worked, such pay shall be paid within two (2) pay periods of the written request of the Employee.
- (b) Employees may be permitted to continuously carry an accumulation of up to seventy-five (75) hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may payout any unused overtime down to seventy-five (75) hours.

18.06 (a) Distribution of Overtime

Overtime shall be divided as equitably as possible among qualified employees within the department. This provision is not applicable to a casual employee unless a Regular Employee is not available.

(b) Distribution of Stand-by and Callback

Standby and/or Callback shall be divided as equitably as possible among qualified permanent employees within the department. Notwithstanding the above, qualified casual employees can be added to the rotation if in the opinion of the Employer, there are not enough permanent employees able to be scheduled for stand-by on a unit or in a department as appropriate.

18.07 Daylight Saving Time

The changing of daylight saving time to standard time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Employees completing their shift and those commencing their shift.

≈ARTICLE 19 - SHIFT WORK

≈19.01 Shift Premium

The shift premium rate shall increase to two dollars and thirty-five cents (\$2.35) per hour, effective date of ratification and shall be applicable to all hours including overtime hours worked between 1800 hours and 0600 hours.

19.02 **Rest Between Change of Shifts**

- (a) For Employees required to work rotating regular 7.5 hour shifts, the Employer will endeavor to provide at least sixteen (16) hours rest between regularly scheduled shifts unless otherwise mutually agreed. This provision is not applicable to a Casual Employee.
- (b) For Employees required to work rotating regular 11.25 hour shifts, the Employer will endeavor to provide at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed. This provision is not applicable to a Casual Employee.

≈ARTICLE 20 - WEEKEND PREMIUM

≈20.01 The weekend premium rate shall increase to two dollars and thirty-five cents (\$2.35) per hour, effective date of ratification and shall be applicable to all hours worked including overtime hours worked between 1800 hours and 0600 hours.

≈ARTICLE 21 - HOLIDAYS

The provisions of Article 21 (21.01 through 21.07) are not applicable to a Casual Employee except a Casual Employee who works on a calendar date listed at 21.01. In such case, the Casual Employee will only be compensated at the rate of time and one-half (1½ x) times the Casual Employee's regular hourly rate for the hours worked on the calendar date listed in Article 21.01.

≈21.01 (a) The following thirteen (13) calendar dates shall be recognized as paid (7.5 hours) holidays for a Full-Time Employee:

- | | |
|-----------------------------|---|
| 1. New Year's Day | 8. Labour Day |
| 2. Heritage Day | 9.≈National Day of Truth and Reconciliation |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Easter Sunday | 11. Remembrance Day |
| 5. Victoria Day | 12. Christmas Day |
| 6. ≈July 1 st | 13. Boxing Day |
| 7. ≈Civic Holiday in August | |

In addition to the above holidays, any additional holidays declared by the Federal or Provincial governments.

- (b) An Employee who works a shift between 12 00 hours and 24 00 hours on December 24th shall receive an hour off for each hour worked up to a maximum of four (4) hours off. This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary position).
- (c) The Employer recognizes its duty to accommodate bona fide religious holidays other than those listed in Article 21.01 (a).

21.02 Qualifying for Holiday Pay

- (a) In order that a Regular Employee may qualify for holiday benefits the Employee must have worked the last scheduled shift prior to and the next scheduled shift following the holiday or have been on paid leave on either or both of those scheduled shifts.
- (b) A Regular Employee absent because of a bona fide illness or injury for a period of illness and where a holiday as listed in Article 21.01 occurs and the Employee has not been scheduled to work, the Employee shall receive holiday payment for the day and not suffer a loss of sick leave credits provided that the illness or injury is reported to, verified and authorized by the Employer. Payment for the shift shall be pro-rated for Part-Time Employees and subject to accumulated credits.
- (c) A Regular Employee absent from a scheduled shift on a holiday as listed in Article 21.01 because of a bona fide illness or injury shall receive sick leave pay on the holiday, subject to available accumulated sick leave credits.

21.03 Holidays and Vacation

When a Holiday occurs during a period scheduled as approved vacation for a Full-Time Employee, the Full-Time Employee shall be paid for the holiday from the Employee's holiday credits. Vacation credits shall not be reduced for those hours. This provision is not applicable to a Casual Employee.

≈21.04 (a) Work on a Holiday

If an Employee works a shift on the calendar date of a holiday listed in Article 21.01, the Employee will be compensated at the rate of one and one-half (1½ x) times the Employee's regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by mutual agreement.

(b) Duration of Holiday

For the purposes of this Article, the actual calendar day (0001 – 2400 hours) shall be deemed as premium payment hours for hours worked.

(c) **Pay or Time in Lieu**

In addition to the compensation for the hours worked on the holiday the Regular Full-Time Employee shall have the option to have seven and one-half (7.5) hours as pay or time off at a time mutually agreed between the Employer and the Employee.

≈ (d) **Part-Time Employees and Holidays**

In lieu of the holidays listed in Article 21.01 above, Part-Time Employees shall be entitled to one (1) hour of holiday compensation for each 20.00 regular hours paid. The method of compensation shall be pay or time off as determined by the Employee. Where time off is to be scheduled it shall be scheduled at a time mutually agreed between the Employer and the Employee.

(e) **Holiday Carryover**

Employees may be permitted to continuously carry an accumulation of up to 22.5 hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay out any unscheduled holiday leave down to 22.5 hours. This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary position).

21.05 **Holiday and Days Off**

When a Full-Time Employee's regular day off falls on the calendar date of a holiday listed in Article 21.01 (a), the Employee's day off in lieu of the holiday shall be scheduled for an alternate date or paid if mutually agreed.

21.06 **Christmas Day / New Year's Day**

(i) On an alternating year-to-year basis, an Employee shall be entitled to have either Christmas Day or New Year's Day scheduled off, unless mutually agreed otherwise. This does not preclude an Employee from mutually agreeing to being scheduled to work on both Christmas Day or New Year's Day in a year or to the Employee being scheduled to be off on both if staffing coverage permits. An Employee may mutually agree to work the same holiday (Christmas or New Year's) on successive years. Subject to operational requirements, employees who have Christmas Day or New Year's Day scheduled off may also have December 24th or December 31st respectively scheduled off.

(ii) The Employee must satisfy the qualifying provisions of Article 21.02 to be entitled to this provision.

NOTE: This Article is not intended to cover Monday to Friday Employees who are normally scheduled off for all Holidays.

21.07

Holiday Premium Pay

If an Employee is required to work an established shift on a holiday listed in Article 21.01 which the Employee is scheduled to be off and has received less than seventy-two (72) hours notice, the Employee shall be compensated at the rate of two (2) times the Employee's regular hourly rate for the shift worked. Full-Time Employees shall receive seven and one-half (7.5) hours off later in lieu of the holiday.

If notice has been given at least seventy-two (72) hours prior to the holiday, the Employee will be paid one and one-half (1½x) times the Employee's regular hourly rate for all hours worked. Full-Time Employees shall receive seven and one-half (7.5) hours off later in lieu of the holiday.

ARTICLE 22 - VACATION

The provisions of Article 22 (22.01 through 22.08) are not applicable to a Casual Employee.

22.01 Vacation Accrual

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.
- (b) Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid.
- (c) Effective on the commencement of the fifteenth (15th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 regular hours paid.
- (d) Effective on the commencement on the twenty-fifth (25th) year of service vacation shall accumulate at the rate of one (1) hour of vacation credit for each 8.66 regular hours paid.

22.02

Vacation Pay

Vacation pay shall be at the regular hourly rate (exclusive of premiums) for the Regular or Temporary position held immediately prior to the vacation period.

22.03

Vacation Payout or Repayment on Termination of Employment

An Employee who terminates employment during the vacation year shall have vacation entitlement determined on a pro rata basis and shall have it reconciled with the final pay. If an employee has taken more vacation than earned the Employer shall make an equivalent deduction from the employee's final pay. Employees will be provided with a statement detailing these calculations.

22.04

Vacation Scheduling

- (a) Vacation shall be scheduled between April 1st and March 31st each year. Paid vacation time off shall be scheduled by the Employer at a time mutually agreed between the Employee and the Employer. Where a mutual agreement has not been achieved by January 1st each year the Employer may schedule the vacation or permit the Employee to carry over up to thirty-seven and one-half (37.5) hours of unused vacation into the next vacation year.

The Employer may permit an employee, in exceptional circumstances, to carry over more than thirty-seven and one half (37.5) hours of unused vacation. Any such carryover is contingent on the employee agreeing in writing that the unused vacation in excess of thirty seven and one half (37.5) hours of vacation shall be used in the next year or be scheduled by the Employer and cannot be carried over into a second year. Further, in no case shall any carryover exceed seventy-five (75) hours.

- (b) In developing the vacation roster the Employer will distribute vacation fairly, giving due consideration to the Employee's wishes and to seniority. Preference for vacation according to seniority shall be exercised only once in a vacation year and shall only apply to a single vacation period. Employees are required to designate in writing the single vacation period for which the Employee wishes to exercise seniority.

Written vacation requests for vacation time off must be submitted by February 15th for vacations in the period April 1st to September and by August 15th for vacations in the period October 1st to March 31st.

The Employer will post approved vacation in writing by March 15th and September 15th respectively.

After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered to Employees on a work unit on a first come first served basis unless requests by two (2) or more Employees are made on the same day for the same vacation day(s) in which case seniority shall be used to resolve the conflict.

- 22.05 **Vacation Time Off**
An Employee shall be entitled to receive at least two (2) weeks of vacation as an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.
- 22.06 **Work During Vacation**
No Employee shall be required to work during a scheduled vacation period. (i.e. Periods of paid vacation days and/or periods consisting of both paid and unpaid days where the unpaid days are contiguous with both the beginning and end of the paid vacation days.) However, should an Employee agree to work when requested during scheduled vacation, the Employee shall be paid at double the regular rate of pay. The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further the Employee shall be permitted to reschedule their vacation leave at a time mutually agreed between the Employee and the Employer.
- 22.07 (a) **Sickness and Vacation**
Where an Employee can establish that the Employee's illness or accident required hospitalization during the Employee's scheduled vacation, sick leave may be substituted for the vacation days interrupted while the Employee is hospitalized. Vacation time off shall be rescheduled.
- (b) **Illness Prior to Vacation**
Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the Employee to the satisfaction of the Employer prior to the commencement of the vacation that the Employee's illness or accident has occurred and that the illness or accident is such that the vacation plans of the Employee will be interrupted. Vacation time off shall be rescheduled.
- 22.08 **Vacation Cancellation**
If an Employee's vacation is approved and then cancelled by the Employer causing the Employee to lose a monetary deposit on vacation accommodations and/or travel and providing the Employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit.

ARTICLE 23 - SICK LEAVE

The provisions of Article 23 (23.01 - 23.08) are not applicable to a Casual Employee. However, a Casual Employee may otherwise be eligible for Worker's Compensation Benefits outside of the provisions of Article 23.07.

- 23.01 **Sick Leave Defined**
- (a) Sick leave means the period of time an Employee 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.
- (b) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.
- 23.02 **Paid Sick Leave Accrual**
- Paid sick leave credits shall accumulate at the rate of 11.25 hours for each one hundred and sixty-two and one-half (162.5) regular hours paid. Accrual is effective the first day of employment. Employees shall not be eligible for paid sick leave during their probationary period but shall be credited with sick leave accrued upon the completion of their probationary period.
- 23.03 **Total Sick Leave Accumulation**
- The unused portion of an Employee's sick leave accumulation shall be available for future sick leave to a maximum of eleven hundred and twenty-five (1125) hours.
- 23.04 **Sick Leave Deductions**
- A deduction shall be made from accumulated sick leave of all normal working hours absent for illness.
- 23.05 (a) **Sick Leave Claims**
- (i) An Employee may claim sick leave when unable to attend work due to personal illness or injury provided the Employee is able to establish with medical documentation, where required, that the illness or injury prevents the Employee from working. The cost of the medical assessment and related forms, as specified by the Employer and associated with the required medical documentation shall be borne by the Employer. The Employee shall be entitled to paid sick leave where the Employee has sufficient sick leave credits.
- (ii) Employee absences under this Article shall be reported by the employee as soon as the need for absence becomes known.
- (b) **Confidentiality of Health Information**
- (i) An Employee shall not be required to provide their management supervisor specific information relative to an illness during a period of absence. However, such information, if required by the Employer, shall be provided to the management representative designated as

responsible for Occupational Health Services. The management representative responsible for Occupational Health Services shall only release such necessary information to the Employee's immediate management supervisor, such as the duration or expected duration of the illness, the Employee's fitness to return to work, any limitations associated with the Employee's fitness to work, and whether the illness is bona fide. This Article is subject to the requirement of Employees to report to the Employer conditions such as influenza, respiratory outbreaks in long term care, and gastrointestinal illness or other communicable diseases as required by Public Health. The parties recognize that additional information may be required to fulfill the duty to accommodate.

(ii) All Employee health information shall be treated as confidential and access to such information shall only be given in accordance with this Collective Agreement or as authorized by law. The Employer shall store Employee health information separately and access thereto shall be given only to the management representative responsible for Occupational Health Services who are directly involved in administering that information or to qualified health care professionals retained by the Employer.

(iii) The Employer shall provide access to health information provided under this Article relating to an Employee upon a request, in writing, from that Employee. Where an employee requests health information about an issue that has become the subject of a grievance, the Employee shall promptly provide the Employer with all health information obtained from the Employer's Occupational Health Department which is arguably relevant to the grievance. All information provided through this process shall be treated as confidential by the Employer and shall be used exclusively for the purpose of reaching a resolution of the grievance in question or, where applicable, adjudicating issues in dispute through the arbitration process.

(c) **Sick Leave and Probation**

A newly hired Regular Employee shall be on probation for a period of four hundred and ninety-five (495) regular scheduled hours of work. During the probationary period, there shall be no entitlement to paid sick leave. After the first four hundred and ninety-five (495) regular scheduled hours of work an accumulation of 34.27 hours sick time will be credited to that Employee.

23.06 **Sick Leave Statement**

The Employer shall endeavour to provide the Employee with a statement of the Employee's sick leave credits every two (2) weeks with their pay advice.

23.07

Workers' Compensation

- (a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 23.07(b)(i).

A Regular Full-Time or Part-Time Employee who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits they would earn under the *Workers' Compensation Act* providing the Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits.

In such case, the Employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.

(b) **Injury on Duty - WCB**

Where an Employee is unable to work as a result of an injury on duty, the Employer shall;

- (i) where an Employee is being compensated under the *Workers' Compensation Act*, pay an Employer WCB payment supplement to the Employee to the extent of the applicable pre-injury bi-weekly pay of the Employee while maximizing the amount payable from the WCB. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of WCB. When this Employer supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation Benefits Allowance.

Accumulation of Vacation Credits

- (ii) accumulate vacation credits for the Employee to a maximum of one year's vacation credits.

NSHEPP Pension Plan, Health Association Nova Scotia Group Health and Group Life Benefit Plans

- (iii) 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 NSHEPP Pension Plan, Health Association Nova Scotia Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (ie 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 the WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

WCB and Return to Work

- (iv) Where an Employee has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two (2) days or less after the day of the injury, the Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

23.08

Unpaid Leave

An Employee who has used all their sick leave benefits and is still unfit to return to work, but intends to return to work, will be granted an unpaid leave of absence. Subject to Article 26.03, continuation of such leave shall be subject to a periodic review by the Employer of the Employee's circumstances and the potential for the Employee to return to work.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 (a) **Public Office Leave**

- (i) An Employer shall grant a leave of absence without pay upon the request of any Employee to run as a candidate in a Federal, Provincial or Municipal election. If the Employee withdraws as a candidate or is an unsuccessful candidate, they are entitled to return to their former position without loss of benefits provided that the Employee gives two (2) weeks' notice to the Employer of their intent to return unless mutually agreed to a shorter notice period.
- (ii) Any Employee in the Bargaining Unit who is elected to full-time office in the Federal, Provincial or Municipal level of government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.
- (iii) Upon return, the Employee will be placed in a position determined in accordance with the needs of the Employer at that time. The Employee shall be placed on the same level of the increment scale the Employee formerly occupied prior to commencing the leave of

absence. The Employee shall retain all benefits which accrued up to the time the Employee commenced the leave of absence, including service. The Employee shall continue to accrue seniority during the leave of absence.

(b) **Leave for Full-Time Union Office**

An Employee who is elected or selected to a full-time position with the Union, shall be granted a leave of absence without pay and without loss of seniority for a period of one (1) year where operational requirements permit. Such leave shall be renewed each year on request, during the Employee's term of office.

24.02 **Leave for Union Functions**

Upon written request, subject to the requirements of the Employer, an Employee elected or appointed to represent the Union at conventions, or to attend meetings of C.U.P.E., its affiliated or chartered bodies, shall be eligible for leave of absence without pay.

24.03 (a) **Leave for Bereavement**

If a death occurs in the immediate family of an Employee when the Employee is at work, or scheduled to go to work, then the Employee shall be granted bereavement leave with pay for the remainder of the Employee's tour of duty for that day.

(b) **Immediate Family**

includes the Employee's father, mother, step-mother, step-father, guardian, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child, or ward of the Employee, grandparent, step-grandparent, or grandchild or step-grandchild of the Employee and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of death.

The Employee shall be granted seven (7) calendar days leave of absence effective midnight following the death and shall be paid for all shifts the Employee is scheduled to work during the seven (7) calendar day period. In any event, the Employee shall be entitled to thirty-seven and one-half (37.5) consecutive hours paid leave even if this extends past the seven (7) calendar days leave.

(c) Every Employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an Employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Employee.

- (d) **Bereavement Leave and Vacation / Holidays / Sick Leave**
If a death occurs for which Bereavement Leave is provided under this Article, and the Employee has scheduled vacation days, Holidays or time in lieu, or sick leave, during the Bereavement period, Bereavement Leave shall be substituted for the scheduled vacation days, Holidays or time in lieu, or sick leave.
- (e) The provisions of 24.03 (b) through 24.03 (d) are not applicable to a Casual Employee except that the definition of immediate family as set out in 24.03 (b) shall apply in the application of 24.03 (a).

24.04 Pregnancy / Birth Leave

- (a) A pregnant Employee is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to seventy-seven (77) weeks.
- (b) An Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

24.05 Pregnancy Leave Notice

- (a) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date the Employee intends to begin pregnancy leave and at least four (4) weeks notice of the date the Employee intends to return to work from pregnancy leave. Such notice and start date of the leave may be amended:
 - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases the Employee will provide as much advance notice of the revised start date of the leave as is possible; or,
 - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,

- (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 24.05 (a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.
- (c) The Employer shall not terminate the employment of an Employee because of the Employee's pregnancy.

24.06 Pregnancy Sick Leave

Leave for illness of an Employee arising out of or associated with an Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 24, may be granted sick leave in accordance with the provisions of Articles 23.01, 23.04 and 23.05. This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary position).

24.07 Pregnancy / Birth Leave Allowance

- (a) A Regular Employee or an Employee in a Temporary position entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have 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 Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of their weekly rate of pay for the one (1) week waiting period, less any other earnings received by the Employee during the benefit period;
 - (ii) Where the Employee has served the one (1) week waiting period in Article 24.07 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee 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 Employee is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an Employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Employee is entitled for their classification on the date immediately preceding the commencement of their pregnancy leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification. For the purpose of this calculation the hours used for a Part-Time Employee shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Employee as a percentage of full-time hours, whichever is greater.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount they are required to remit to Human Resources Development Canada, where their annual income exceeds one and one-half ($1\frac{1}{2}x$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Pregnancy / Birth Leave Allowance is not applicable to a Casual Employee.

24.08 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:

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave:
 - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance, without the Employee's returning to work; and
 - (ii) shall end not later than sixty-one (61) weeks after the parental leave began as determined by the Employee.

In no case shall the combined pregnancy/birth and parental/adoption leaves to which an Employee is entitled exceed a maximum of seventy-seven (77) weeks.

- (b) The parental leave for an Employee 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 24.08(a);
 - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
 - (ii) shall end not later than seventy-seven (77) weeks after the child or children first arrive in the Employee's home.
- (c) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to seventy-seven (77) weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
 - (ii) shall end not later than seventy-seven (77) weeks after the leave began.

24.09 Parental and Adoption Leave Allowance

- (a) A Regular Employee or an Employee in a Temporary position entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have 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 Employment Benefit (SEB) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the SEB Plan will consist of the following:
 - (i) Where the Employee is subject to a waiting period of one (1) week before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay for one (1) week, less any other earnings received by the Employee during the benefit period;
 - (ii) Where the Employee has served the one (1) week waiting period in Article 24.09 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit

period which may result in a decrease in the E.I. benefits to which the Employee 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 Employee 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 Employee is eligible to receive and ninety-three per cent (93%) of the Employee's weekly rate of pay;
 - b. where the Employee 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 Employee would have been eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay;
- (c) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to an Employee 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 Employee who is taking a parental leave greater than thirty-five (35) weeks.
- (d) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Employee is entitled for their classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification. For the purpose of this calculation the hours used for a Part-Time Employee shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Employee as a percentage of full-time hours, whichever is greater.
- (e) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.
- (f) The Employer will not reimburse the Employee for any amount they are required to remit to Human Resources Development Canada where their annual income exceeds one and one-half ($1\frac{1}{2}x$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

- (g) The Parental and Adoption Leave Allowance is not applicable to a Casual Employee.

24.10 Pregnancy/Birth and Parental and Adoption Leave Deferral

If an Employee is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

24.11 Return to Work

An Employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks notice of their intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the Employee. When a Regular Employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated in a comparable position within the site. When a Casual Employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Casual Employee shall return to Casual status. An Employee shall be entitled to the appropriate increment level and benefits, with no loss of benefits accrued to the commencement of the leave.

24.12 Service and Seniority Continuation

- (a) While on pregnancy/birth or parental, or adoption leave, a Regular Employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.
- (b) While on pregnancy/birth or parental, or adoption leave, a Casual Employee shall continue to accrue and accumulate service and seniority at the same rate as before the leave for the duration of the leave and the Employee's service shall be deemed to be continuous.

When a Casual Employee returns to work on the expiration of a pregnancy, parental, or adoption leave, the Casual Employee shall resume casual status and they shall be credited with seniority hours during the leave period. The seniority hours credited shall be the average of the hours worked in the previous twelve (12) months, or if the Employee's length of employment is less than twelve (12) months, the average of the hours worked during the term of their employment. If the period of the leave is less than one year, then the accrual of seniority shall be pro-rated. In no case can an Employee accrue seniority for a single period of pregnancy, parental, adoption leave or disability in excess of one year.

24.13 Group Benefit Plan Continuation

While an Employee is on pregnancy/birth or parental, or adoption leave, the Employer shall permit the Employee to continue participation in the Health Association Nova Scotia Group Health, LTD and NSHEPP Pension Plans (subject to the eligibility provisions of the Plans) provided the Employee agrees to pay the Employee's share of the benefit premium contribution.

In this circumstance, the Employer shall continue to pay the Employer share of the premium contribution for the seven (7) week period of the Pregnancy/Birth leave and/or the ten (10) week period of the Parental or Adoption Leave. In no case will the Employer be responsible for cost-sharing of premiums beyond seventeen (17) weeks.

Following this period, the Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs to maintaining such coverage for the remainder of the Leave of Absence.

This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary Position).

24.14 Special Leave - Birth

Where an Employee's spouse gives birth to a child, the Employee shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Employee.

24.15 Special Leave - Adopted Child

Special leave with pay up to a maximum of fifteen (15) scheduled hours shall be granted to an Employee when an adopted child arrives in the Employee's home. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Employee.

24.16 Leave for Education

When an Employee is on duty and authorized to attend an education program during the Employee's regularly scheduled working hours, the Employee shall suffer no loss of regular pay.

When an Employee is required by the Employer to attend courses outside of the Employee's regularly scheduled working hours, the Employee shall be compensated with time off or pay on an hour for hour basis for time spent in attendance on such courses. A Casual Employee shall be entitled to compensation as pay only. Furthermore, the Employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy. Wherever possible the Employer will make every effort to arrange for

the presentation of the required training / education during an Employee's scheduled hours of work.

24.17 Sick Leave for Medical/Dental; Family; Emergency

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

- (a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Employee's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Employee's immediate family, as defined in Article 24.03(b), who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;
 - (iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 24.22) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

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

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

24.18 Domestic Violence

Employees will be granted Domestic Violence Leave in accordance with Labour Standards Code of Nova Scotia

24.19 Leave for Good and Sufficient Cause

An Employee may request, supported by the reason for the leave, leave of absence without pay and without loss of seniority for good and sufficient cause. Such a request shall be in writing and approved by the Employer subject to

operational requirements. The Employer's written response shall be given within thirty (30) days of the request.

24.20 Leave to Pursue Alternate Employment

A request by an Employee for a leave of absence to pursue alternate employment shall not be deemed by the Employer as good and sufficient cause. However, the Employer may grant the leave at its sole discretion. In such approved leaves, seniority shall not be accrued.

24.21 Leave for Court

Leave of absence without loss of regular pay shall be given to an Employee other than an Employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury (including the time spent in the jury selection process); or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence under Article 24.20 shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation.
- (e) An Employee given Leave for Court without loss of regular pay shall pay to the Employer the amount that the Employee receives for this duty.

This provision is not applicable to a Casual Employee.

24.22 Leave for Union Business - Employee Replacement

At the request of the Union, the Employer will maintain pay at the regular rates and benefit coverage for those Employees who have been granted Leaves of Absence without pay for Union business and the Employer will invoice the Union, one hundred and twenty (120%) percent of the Employee's regular rate of pay. Where, in the opinion of the Employer, the absence of an Employee for Union business will adversely impact on the delivery of services, the Employee will be replaced subject to the availability of such replacement.

This Article only applies to Casual Employees if they are scheduled at the time of requesting Union Leave. Casual Employees are required to request Union Leave at the earliest opportunity.

24.23 Leave for Storm Or Hazardous Conditions

- (a) It is the responsibility of the Employee to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:
- (i) take the absent time as unpaid; or
 - (ii) deduct the absent time from accumulated overtime, holiday time or vacation; or
 - (iii) when the Employee has no entitlement to accumulated paid leave, the Employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (b) Employees assigned to provide services which require travel shall not be required to perform such assignments during hazardous travelling conditions and shall report to their-facility for reassignment.

24.24 Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

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

Where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the request for leave.

The Employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

24.25 Volunteer Firefighters

Where an Employee is a volunteer firefighter and the Employer approves the Employee leave during the shift, the Employee will suffer no loss of regular pay while performing their duties as a volunteer firefighter responding to an emergency call.

24.26 Benefit Plan Coverage - Unpaid Leaves

Except where provided otherwise in this Agreement, while on any unpaid leave (including unpaid sick leave under Article 23.08) an Employee may continue participation in eligible benefit plans provided that the Employee is responsible for paying both the Employer and the Employee's shares of premium costs for maintaining such coverage for which the Employee is eligible during the period of leave.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

Pay day shall be bi-weekly and the Employer shall supply an adequate statement showing the amount of wages, rates of pay, hours worked, overtime, sick leave, all deductions and accrued benefit banks.

25.02 Payment on Temporary Assignment

Where an Employee is temporarily assigned by the Employer to perform work in a classification paying a lower rate than that Employee's regular rate while there is work available in that Employee's own classification, the Employee shall be paid their regular rate.

When an Employee is temporarily assigned by the Employer to perform work in a classification paying a higher rate, the Employee shall receive the rate for that classification. Where the classification rate is on an increment scale, the Employee shall receive an increase in pay that approximates one increment step (based on their current scale) increase over their current increment rate or the maximum for the position; whichever is less.

25.03 Placement on the Increment Scale

(a) Newly hired Employees

Newly hired Regular Employees shall be placed at the start rate of their respective classification except where the Employee has provided proof of related previous experience. Such proof must be provided within six (6) months of appointment.

When the newly hired Regular Employee has produced proof or evidence of related previous experience, the Employee's salary shall be determined by placing the Regular Employee on the increment scale based on the concept of a "year for year" of recognized related experience, provided that not more than three (3) years have elapsed since such experience was obtained.

Recent experience shall be determined at the sole discretion of the Employer.

This Article will only be applicable from May 13, 2002 onward for new Regular Employees.

A newly hired Casual Employee's date of employment shall be the date first worked as a Casual Employee. As above, recognition of previous experience as a Casual Employee for placement on the increment scale shall be based on 1950 hours paid equating one (1) year of experience.

- (i) Casual Employees who have worked one thousand (1000) regular hours or more within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale.
- (ii) Casual Employees who have worked less than one thousand (1000) regular hours within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale on the day when one thousand (1000) hours are achieved. This revised date shall become the Casual Employee's current casual increment date.
- (iii) Casual Employees cannot advance more than one increment level in any twelve (12) month period.
- (iv) Should a Casual Employee become a Regular Employee, the new date of employment shall be the date of appointment to the Regular position.

(b) Exception

The rate of compensation of an Employee upon appointment to an alternate position may be at a rate higher than the minimum rate prescribed for the classification if, in the opinion of the Employer, the Employee has produced proof or evidence of related previous experience in accordance with 25.03 (a) above.

(c) Rate of Pay Upon Appointment to a New Position

- (i) The rate of compensation of an Employee upon appointment to a position in a same pay range shall be at the same rate level.
- (ii) The rate of compensation of an Employee with related experience upon placement to a position in a higher pay range shall be determined by placing the Employee on the increment scale based on the concept of a "year for year" of recognized related experience, provided that not more than three (3) years have elapsed since such experience was obtained. The rate of compensation of an Employee without related experience upon placement to a position in a higher pay range shall be to the increment step that provides the Employee with an increase in pay that approximates one (1) increment step

(based on their current scale) increase over their current increment rate or the maximum for the position; whichever is less.

- (iii) The rate of compensation of an Employee with related experience upon placement to a position in a lower pay range shall be determined by placing the Employee on the increment scale based on the concept of a "year for year" of recognized related experience, provided that not more than three (3) years have elapsed since such experience was obtained. The rate of compensation of an Employee without related experience upon placement to a position in a lower pay range shall be at the next lowest rate or the maximum of the new class, whichever is lesser, than that received by the Employee in their previous position.

25.04 Increment Advancement Date

- (a) Regular Employees shall progress on a year-to-year basis along the increment scale by moving the Employee to the next increment step, where applicable, on the Employee's employment date. This shall be the Employee's increment date.
- (b) In the case of reclassification of an Employee, the Employee's increment date shall be altered to become the date of reclassification as set out in Article 25.03. In the case of an unpaid Leave of Absence in excess of twenty-eight (28) calendar days, the increment date shall be altered by the length of an unpaid Leave of Absence, other than pregnancy and parental leave in which case the increment date shall be unchanged.

25.05 Pay in Lieu of Benefits (Casual Employees)

In lieu of the benefits provided to Employees under the Collective Agreement, Casual Employees, 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.

25.06 Retired Employees

Retired Employees who return to work in a casual position within the same classification will return at the step on the increment scale that they last achieved as a Regular Employee. Retired Employees who return to work in a casual position outside of their regular classification will be placed on the increment scale in accordance with Article 25.03 (c). The anniversary date as a casual will be established as outlined in Article 25.03.

ARTICLE 26 - HEALTH ASSOCIATION NOVA SCOTIA EMPLOYEE BENEFITS

26.01(a) NSHEPP Pension Plan

All members of the Bargaining Unit represented by the Canadian Union of Public Employees shall be members of the NSHEPP Pension Plan, subject to the eligibility provisions of the NSHEPP Pension Plan.

(b) Group Life Insurance

The Employer agrees to enroll members in the Health Association Nova Scotia Group Life Insurance Program. The Employer and the Employee shall each pay 50% of the cost. Despite any other provisions in this Agreement, the terms of this plan respecting eligibility and levels of contribution shall apply.

(c) Health Plan Premium Cost Sharing

The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Health Association Nova Scotia Health Plan or its equivalent. This provision shall apply to Employees who agree to pay the other thirty-five percent (35%) of the premiums.

(d) Dental Plan Premium Cost Sharing

The Employer agrees to introduce the dental plan (compulsory participation by all members of CUPE unless with spousal opt out) to become available on July 1st, 2002 or within three (3) months of May 13, 2002, whichever is later. The Employer shall pay sixty-five percent (65%) of the cost of the premiums of the dental plan.

26.02 A. Retirement Allowance

(a) An Employee who retires because of age, or mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or the NSHEPP Pension Plan, or is terminated in accordance with the Health Association Nova Scotia Long Term Disability Plan shall be granted a Retirement Allowance the equivalent of one (1) week of pay for each complete year of service to a maximum of twenty-six (26) weeks of pay.

(b) (i) The hourly rate which shall be used to calculate the amount of Retirement Allowance in accordance with this Article shall be the regular hourly rate of the regular classification held by the Employee prior to the termination of employment. In the event of the death of an Employee, the allowance will be paid to the Employee's estate unless the Employee indicates to the Employer in writing that the Allowance is to be otherwise paid out.

(ii) A complete year shall mean 1950 regular hours paid. A month shall mean 162.5 regular hours paid. Employees working less than Full-Time during their employment shall have their retirement allowance

pro-rated in direct proportion to the total of the regular hours paid during their length of service. Service shall not be pro-rated.

- (c) Where an Employee dies and they would have been entitled to receive a Retirement Allowance as if they had retired from the Employer immediately before their death, the Retirement Allowance to which they are entitled shall be paid to the Employee's estate unless the Employee had indicated to the Employer in writing that the Allowance is to be otherwise paid out.
- (d) This provision is not applicable to a Casual Employee.
- (e) The Parties acknowledge that the inclusion of the retirement allowance provisions in this Collective Agreement reflects the retirement allowance eligibility and amount in effect on July 11, 2011 when the Employer became a successor employer to the previous acute care employer, South West Nova District Health Authority.

B. *Public Services Sustainability (2015) Act*

- (a) Notwithstanding Article 26.02 A, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.
- (b) Employees will have the option to obtain an early payout of their Retirement Allowance accrued up to March 31, 2015, or receive payout on death or retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015. If Employees receive an early payout, the salary used to calculate the amount of the Retirement Allowance shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the Employee is receiving at retirement or death. Employees who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

26.03 Work After Retirement

The Employer shall advise all Employees who are seeking retirement about the possibility of returning to work as a Casual Employee or a Regular Part-Time Employee while at the same time being in receipt of pension benefits in accordance with the provisions of the NSHEPP Pension Plan. This Article does not guarantee any employee the availability of work after retirement.

26.04 LTD Program

- (i) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.
- (ii) Should an Employee in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Employee's intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.
- (iii) Employees in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Employees may claim accumulated paid vacation and holiday benefits at any time.
- (iv) Subject to Article 26.04 (v), during the elimination period or while in receipt of Long Term Disability benefits or during the LTD Appeal Process, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the employee share of the benefit premium contribution.
- (v) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence.
- (vi) If the Employee remains in receipt of Long Term Disability benefits after the thirty (30) months, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.
- (vii) The Employer and the Union have a continuing duty to accommodate a disabled Employee to the point of undue hardship and are obligated to consider employment opportunities that meet the Employee's capabilities as established through sufficient medical evidence. The Employee has a duty to co-operate with the Union and the Employer in the accommodation process.

ARTICLE 27 - CONTRACTING OUT

27.01 No Employee shall be laid-off or have regular hours reduced as a result of the Employer contracting out work except in emergency situations.

27.02 **Work of the Bargaining Unit**

Non-bargaining unit members will not perform bargaining unit work to the extent that it will result in a layoff of any member of the Bargaining Unit.

ARTICLE 28 - MISCELLANEOUS

28.01 **Punctual and Regular Attendance**

The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism for other than necessary reasons.

28.02 **Protective Clothing**

The Employer will supply protective clothing where deemed by the Employer to be necessary. Laundry and maintenance of protective clothing supplied by the Employer shall be provided where available.

28.03 **Bulletin Board**

A bulletin board designated as CUPE shall be provided by the Employer at each site to be used and maintained by the Union for the purpose of posting notices of interest to its members. All notices are to be strictly Union business, and not contrary to the terms of this Agreement.

≈28.04 **Travel Reimbursement**

An Employee who is authorized to use a privately owned automobile on the Employer's business shall be reimbursed in accordance with the Employer's Travel Policy, provided that such reimbursement will not be less than the base Provincial Civil Service rate as adjusted from time to time. (Note: Effective April 1, 2023 – The base Civil Service Rate was 5770 per km.)

28.05 **Technological Change**

The Employer undertakes to notify the Union in advance, of any technological changes which the Employer has decided to introduce which will impact on the Bargaining Unit.

28.06 **Legal Support for Employees**

The Employer, the Union, and the Employees agree that legal support for Employees shall be in accordance with the provisions of Appendix "B".

28.07 **Licence Requirement**
Employees required to maintain licensure or membership in a trade or professional association shall provide satisfactory proof to the Employer (annually or as required by the Employer) that such license/membership is up to date and in good standing.

28.08 **Access Cards**
If it is necessary to replace Employee Access Cards due to normal wear and tear, the Employer shall replace the card without cost, provided two years have passed since the last card was issued. If an issued access card malfunctions, that card shall be replaced without cost. In the event the card is lost within two years of being issued, the employee shall pay a \$5 replacement fee.

ARTICLE 29 - ALCOHOLISM, GAMBLING, AND DRUG ADDICTION

29.01 Without detracting from the existing rights and obligations of the parties, recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with alcoholism, gambling, or drug dependency to undergo a coordinated program directed to meet the objective of their rehabilitation.

ARTICLE 30 - SAFETY AND HEALTH

30.01 The Employer shall make all reasonable provisions for occupational safety and health of Employees. The Employer will consider suggestions on the subject from the Union and from the joint Occupational Health and Safety Committee. The parties will act in accordance with the *Occupational Health and Safety Act*.

ARTICLE 31 - STAFF DEVELOPMENT

31.01 **Position Description**
During the term of this Agreement the Employer shall provide each Employee with a written position description, if the position description has changed since the last collective agreement. Notwithstanding, newly hired employees shall be provided with a copy of the current position description at the time of hiring.

31.02 All revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

ARTICLE 32 - WORKLOAD

- 32.01 The Employer agrees to make every effort to maintain or improve safe standards of resident care.
- 32.02 (a) An Employee who believes that adequate and safe care of residents cannot be provided because of that Employee's workload, shall bring the matter to the attention of the Immediate Supervisor/Designate, and if the matter is not satisfactorily resolved, the Employee may file a written report which is attached at Appendix "E" which shall be submitted to the Employer for the Employer's comments. After full completion, the form shall be distributed to the listed Parties.
- (b) Failing resolution of the complaint by the Employer, the Employee may then refer the matter to the Bargaining Unit Labour Management Committee as set out in Article 9.
- (c) The Labour Management Committee shall meet as soon as possible to hear and attempt to resolve the complaint to the satisfaction of both Parties.
- (d) Where the matter is not satisfactorily resolved under Article 33.02 (c) above, a report with a recommendation shall be forwarded by the Labour Management Committee to the Employer's senior management team which shall provide a written response as quickly as possible.

ARTICLE 33 - LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

- 33.01 Letters of Agreement and Memoranda of Agreement that are in effect, are attached to this Collective Agreement.

≈ARTICLE 34 - TERM OF AGREEMENT

- ≈34.01 This Agreement shall remain in full force and effect until October 31, 2023, and shall be renewed automatically from year-to-year unless one of the parties gives the other party, within ninety (90) days before expiration date of this Agreement, notice of its intention to terminate or seek amendments to this Agreement. Within ten (10) calendar days after receipt of such notice both parties shall communicate for the purpose of establishing dates for negotiations.

34.02

Retroactivity

Retroactivity shall only apply to provisions of the salary adjustment in Appendix "A", annexed hereto.

The Employer endeavours to compute and pay the salary adjustments for each Employee as expeditiously as reasonably possible but not later than 90 days following the date of ratification.

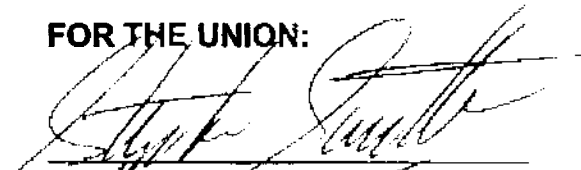
Otherwise the provisions become effective on the date of signing of this Agreement.

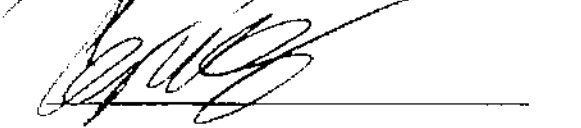
34.03

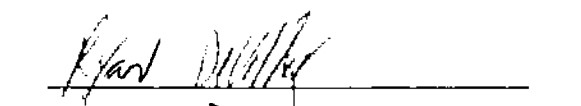
The Employer shall send a registered mail letter to the last known address of each Employee who left the employ of the Employer between October 31, 2020 and the date of signing this renewal Collective Agreement advising such Employees of their right to apply to the Employer for all retroactive pay to which they are entitled to under the terms of the renewed Collective Agreement. Such an application must be made within thirty (30) days of the date of the registered mail letter. This shall not preclude an employee from presenting, before their final day of employment, a letter directing where the Employer can deposit any retroactive payment which may be owing to the Employee. If the Employer acts in accordance with this direction the Employer has fulfilled its obligation under this Article.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by the hand of their duly authorized officers, this 9TH day of June, 2023.

FOR THE UNION:

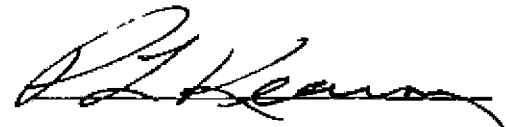


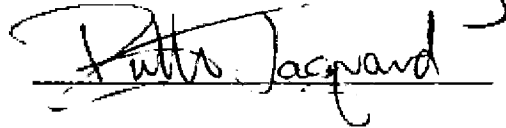






FOR THE EMPLOYER:





≈APPENDIX "A" WAGES

November 1, 2020– November 1, 2023

DRAFT

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Food Service Worker, Ingredient Control	Start	\$17.0904	\$33,326	\$17.3467	\$33,826	\$17.6069	\$34,333	\$18.6069	\$36,283	\$19.1651	\$37,372	\$19.2609	\$37,559
	After 1 Year	\$17.4464	\$34,021	\$17.7083	\$34,531	\$17.9739	\$35,049	\$18.9739	\$36,999	\$19.5431	\$38,109	\$19.6408	\$38,300
	After 2 Years	\$17.8026	\$34,715	\$18.0694	\$35,235	\$18.3404	\$35,764	\$19.3404	\$37,714	\$19.9207	\$38,845	\$20.0203	\$39,040
Environmental Services Worker Housekeeper / Laundry Worker													
Support Worker													
Groundskeeper	Start	\$18.8172	\$36,693	\$19.0994	\$37,244	\$19.3859	\$37,802	\$20.3859	\$39,752	\$20.9974	\$40,945	\$21.1024	\$41,150
	After 1 Year	\$19.1974	\$37,435	\$19.4851	\$37,996	\$19.7774	\$38,566	\$20.7774	\$40,516	\$21.4007	\$41,731	\$21.5078	\$41,940

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker/CCA without certification	Start	\$18.6677	\$36,402	\$18.9479	\$36,948	\$19.2322	\$37,503	\$19.8091	\$38,628	\$19.9082	\$38,821
	After 1 year	\$19.0494	\$37,146	\$19.3349	\$37,703	\$19.6249	\$38,269	\$20.2137	\$39,417	\$20.3148	\$39,614
	After 2 years	\$19.4295	\$37,887	\$19.7207	\$38,455	\$20.0165	\$39,032	\$20.6170	\$40,203	\$20.7201	\$40,404
	After 3 years	\$19.8112	\$38,632	\$20.1083	\$39,211	\$20.4099	\$39,799	\$21.0222	\$40,993	\$21.1273	\$41,198
	After 4 years	\$20.1919	\$39,374	\$20.4947	\$39,965	\$20.8021	\$40,564	\$21.4262	\$41,781	\$21.5333	\$41,990

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker/CCA without certification" as per the MOA re: CCAs, signed March 29, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 1.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
CCA/PCW	Start	\$18.6677	\$36,402	\$18.9479	\$36,948	\$19.2322	\$37,503	\$22.9026	\$44,660	\$23.5896	\$46,000	\$23.7076	\$46,230
	After 1 Year	\$19.0494	\$37,146	\$19.3349	\$37,703	\$19.6249	\$38,269	\$23.3703	\$45,572	\$24.0714	\$46,939	\$24.1917	\$47,174
	After 2 Years	\$19.4295	\$37,887	\$19.7207	\$38,455	\$20.0165	\$39,032	\$23.8472	\$46,502	\$24.5626	\$47,897	\$24.6854	\$48,137
	After 3 Years	\$19.8112	\$38,632	\$20.1083	\$39,211	\$20.4099	\$39,799	\$24.3338	\$47,451	\$25.0699	\$48,875	\$25.1892	\$49,119
	After 4 Years	\$20.1919	\$39,374	\$20.4947	\$39,965	\$20.8021	\$40,564	\$24.8303	\$48,419	\$25.5752	\$49,872	\$25.7030	\$50,121

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%				
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Apr.18-23 Hourly Rate	Apr.18-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Licensed Practical Nurse (LPN)	Start	\$28.7521	\$55,238	\$28.7521	\$56,067	\$29.1834	\$56,908	\$30.0589	\$58,615	\$30.0589	\$58,615	\$30.2092	\$58,908
	After 1 Year	\$28.9760	\$56,503	\$29.4105	\$57,351	\$29.8517	\$58,211	\$30.7472	\$59,957	\$30.7472	\$59,957	\$30.9010	\$60,257
	After 2 Years	\$29.6020	\$57,724	\$30.0461	\$58,590	\$30.4968	\$59,469	\$31.4117	\$61,253	\$31.4117	\$61,253	\$31.5687	\$61,559
	After 3 Years	\$30.4229	\$59,324	\$30.8789	\$60,214	\$31.3421	\$61,117	\$32.2823	\$62,951	\$32.2823	\$62,951	\$32.4438	\$63,265
	After 25 years									\$33.4122	\$65,154	\$33.5793	\$65,480

***Re: 25 Year Service Salary Increment - LPNs: Effective April 18, 2023, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
General Maintenance (non-Trade)	Start	\$22.8379	\$44,534	\$23.1808	\$45,202	\$23.5285	\$45,881	\$24.2343	\$47,257	\$24.3555	\$47,493
	After 1 Year	\$23.3708	\$45,573	\$23.7216	\$46,257	\$24.0774	\$46,951	\$24.7997	\$48,359	\$24.9237	\$48,601
Assistant Cook	Start	\$20.2517	\$39,490	\$20.5552	\$40,083	\$20.8635	\$40,684	\$21.4894	\$41,904	\$21.5969	\$42,114
	After 1 Year	\$20.7015	\$40,368	\$21.0121	\$40,974	\$21.3272	\$41,588	\$21.9671	\$42,836	\$22.0769	\$43,050
	After 2 Years	\$21.1516	\$41,245	\$21.4688	\$41,864	\$21.7908	\$42,492	\$22.4445	\$43,767	\$22.5567	\$43,986
	After 3 Years	\$21.8268	\$42,563	\$22.1544	\$43,201	\$22.4867	\$43,849	\$23.1613	\$45,165	\$23.2771	\$45,390
	After 4 Years	\$22.5017	\$43,879	\$22.8394	\$44,537	\$23.1820	\$45,205	\$23.8775	\$46,561	\$23.9969	\$46,794
Recreation Programmer 1	Start	\$21.2953	\$41,526	\$21.6148	\$42,149	\$21.9390	\$42,781	\$22.5972	\$44,064	\$22.7102	\$44,285
	After 1 Year	\$21.9527	\$42,807	\$22.2818	\$43,449	\$22.6160	\$44,101	\$23.2945	\$45,424	\$23.4110	\$45,651
	After 2 Years	\$22.6763	\$44,218	\$23.0161	\$44,881	\$23.3613	\$45,555	\$24.0622	\$46,921	\$24.1825	\$47,156
	After 3 Years	\$23.4001	\$45,630	\$23.7510	\$46,314	\$24.1073	\$47,009	\$24.8305	\$48,419	\$24.9547	\$48,662
	After 4 Years	\$24.1237	\$47,041	\$24.4853	\$47,746	\$24.8526	\$48,463	\$25.5982	\$49,916	\$25.7262	\$50,166
Cook III (Journeyman)	Start	\$21.9926	\$42,886	\$22.3227	\$43,529	\$22.6575	\$44,182	\$23.3372	\$45,508	\$23.4539	\$45,735
	After 1 Year	\$22.6376	\$44,143	\$22.9770	\$44,805	\$23.3217	\$45,477	\$24.0213	\$46,842	\$24.1415	\$47,076
	After 2 Years	\$23.2842	\$45,404	\$23.6332	\$46,085	\$23.9877	\$46,776	\$24.7074	\$48,179	\$24.8309	\$48,420
	After 3 Years	\$23.9289	\$46,661	\$24.2876	\$47,361	\$24.6519	\$48,071	\$25.3915	\$49,513	\$25.5185	\$49,761
	After 4 Years	\$24.5754	\$47,922	\$24.9438	\$48,640	\$25.3180	\$49,370	\$26.0775	\$50,851	\$26.2079	\$51,105

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Rehab Assistant	Start	\$24.9357	\$48,625	\$25.3098	\$49,354	\$25.6894	\$50,094	\$26.4601	\$51,597	\$26.5924	\$51,855
	After 1 Year	\$25.5237	\$49,771	\$25.9065	\$50,518	\$26.2951	\$51,275	\$27.0839	\$52,814	\$27.2194	\$53,078
	After 2 Years	\$26.1115	\$50,917	\$26.5032	\$51,681	\$26.9007	\$52,456	\$27.7078	\$54,030	\$27.8463	\$54,300
	After 3 Years	\$26.6790	\$52,025	\$27.0795	\$52,805	\$27.4857	\$53,597	\$28.3102	\$55,205	\$28.4518	\$55,481
Carpenter	Start	\$25.2916	\$49,319	\$25.6709	\$50,058	\$26.0560	\$50,809	\$26.8377	\$52,333	\$26.9719	\$52,595
	After 1 Year	\$25.8711	\$50,449	\$26.2592	\$51,205	\$26.6531	\$51,974	\$27.4527	\$53,533	\$27.5900	\$53,800
	After 2 Years	\$26.4302	\$51,539	\$26.8265	\$52,312	\$27.2289	\$53,096	\$28.0457	\$54,689	\$28.1860	\$54,963
	After 3 Years	\$27.1632	\$52,968	\$27.5704	\$53,762	\$27.9840	\$54,569	\$28.8235	\$56,206	\$28.9676	\$56,487
General Maintenance (Trade)	Start	\$25.7257	\$50,165	\$26.1114	\$50,917	\$26.5031	\$51,681	\$27.2982	\$53,231	\$27.4347	\$53,498
	After 1 Year	\$27.0237	\$52,696	\$27.4292	\$53,487	\$27.8406	\$54,289	\$28.6758	\$55,918	\$28.8192	\$56,197
	After 2 Years	\$27.7826	\$54,177	\$28.1996	\$54,989	\$28.6226	\$55,814	\$29.4812	\$57,488	\$29.6286	\$57,776
	After 3 Years	\$29.6797	\$57,875	\$30.1249	\$58,744	\$30.5768	\$59,625	\$31.4941	\$61,413	\$31.6515	\$61,720
	After 4 Years	\$30.6168	\$59,703	\$31.0761	\$60,598	\$31.5423	\$61,507	\$32.4885	\$63,353	\$32.6510	\$63,669
Recreation Therapist	Start	\$31.1971	\$60,834	\$31.6650	\$61,747	\$32.1400	\$62,673	\$33.1042	\$64,553	\$33.2697	\$64,876
	After 1 Year	\$33.7744	\$65,861	\$34.2814	\$66,849	\$34.7956	\$67,851	\$35.8395	\$69,887	\$36.0187	\$70,236
	After 2 Years	\$35.0627	\$68,373	\$35.5890	\$69,399	\$36.1228	\$70,439	\$37.2065	\$72,553	\$37.3925	\$72,915
	After 3 Years	\$36.4673	\$71,111	\$37.0143	\$72,178	\$37.5695	\$73,261	\$38.6966	\$75,458	\$38.8901	\$75,836
	After 4 Years	\$37.8992	\$73,904	\$38.4679	\$75,012	\$39.0450	\$76,138	\$40.2163	\$78,422	\$40.4174	\$78,814
	After 5 Years	\$39.3951	\$76,820	\$39.9858	\$77,972	\$40.5856	\$79,142	\$41.8032	\$81,516	\$42.0122	\$81,924

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Physiotherapist Occupational Therapist	Start	\$31.8525	\$62,112	\$32.3302	\$63,044	\$32.8152	\$63,990	\$33.7996	\$65,909	\$33.9686	\$66,239
	After 1 Year	\$34.4840	\$67,244	\$35.0013	\$68,253	\$35.5263	\$69,276	\$36.5921	\$71,355	\$36.7751	\$71,711
	After 2 Years	\$35.7991	\$69,808	\$36.3359	\$70,855	\$36.8809	\$71,918	\$37.9874	\$74,075	\$38.1773	\$74,446
	After 3 Years	\$37.2331	\$72,605	\$37.7919	\$73,694	\$38.3588	\$74,800	\$39.5096	\$77,044	\$39.7071	\$77,429
	After 4 Years	\$38.6950	\$75,456	\$39.2756	\$76,587	\$39.8647	\$77,736	\$41.0606	\$80,068	\$41.2659	\$80,469
	After 5 Years	\$40.2222	\$78,433	\$40.8253	\$79,609	\$41.4377	\$80,804	\$42.6808	\$83,228	\$42.8942	\$83,644
Clinical Dietitian	Start	\$30.8934	\$60,242	\$31.3568	\$61,146	\$31.8271	\$62,063	\$32.7819	\$63,925	\$32.9458	\$64,244
	After 1 Year	\$32.2275	\$62,844	\$32.7112	\$63,787	\$33.2019	\$64,744	\$34.1979	\$66,686	\$34.3689	\$67,019
	After 2 Years	\$34.8986	\$68,052	\$35.4219	\$69,073	\$35.9532	\$70,109	\$37.0318	\$72,212	\$37.2170	\$72,573
	After 3 Years	\$36.2334	\$70,655	\$36.7770	\$71,715	\$37.3286	\$72,791	\$38.4485	\$74,975	\$38.6407	\$75,349
	After 4 Years	\$37.6890	\$73,493	\$38.2540	\$74,595	\$38.8278	\$75,714	\$39.9927	\$77,986	\$40.1926	\$78,376
	After 5 Years	\$39.1453	\$76,333	\$39.7323	\$77,478	\$40.3282	\$78,640	\$41.5381	\$80,999	\$41.7458	\$81,404
	After 6 Years	\$40.7230	\$79,410	\$41.3337	\$80,601	\$41.9537	\$81,810	\$43.2123	\$84,264	\$43.4284	\$84,685

General Economic Increases

In the event there is a general economic increase(s) for LPNs negotiated in the Health Authority sector, for a collective agreement which has a contract term November 1, 2020 - October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) for LPNs may be applied to this agreement.

The Union shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

Classification Adjustments

Where through collective bargaining, a new classification adjustment for LPNs is negotiated into the collective agreement with a term of November 1, 2020 - October 31, 2023, in the Health Authority sector that increases the compensation of the LPN classification within Health Authority sector, the classification may be adjusted to the higher of the two rates.

The Union shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.

NOTE: The annual salary for the Physiotherapist and Occupational Therapist from the start to After 5 years will be adjusted to match the Health Authority annual salary effective date of ratification.

APPENDIX "B"

Legal Support for Employees

A) Allegations of Negligence

The Employer shall provide legal support to:

- i) All Employees who are witnesses or potential witnesses in any legal action which is based on a claim that a resident suffered harm as a result of negligent treatment received at The Meadows; and
- ii) Employees who are named parties (defendants) in a legal action based on a claim that a resident suffered harm as a result of negligent treatment received at The Meadows, so long as the Employee was acting without criminal intent.

B) Other Legal Matters Arising from Employment

In addition, legal support to Employees may be provided in certain other circumstances where the Employee has become involved in a legal matter as a result of their employment at The Meadows. The decision as to whether to provide legal support in such circumstances, and the extent of such support, will be determined by the Employer on a case by case basis.

PROCEDURE

1. All subpoenas and legal notices for Employees of The Meadows are to be handled by a person(s) designated for this purpose by the Employer. Process servers serving subpoenas and notices should be directed to such person(s).
2. Any Employee who:
 - a. has been contacted by a lawyer about a negligence claim, or has been personally served with a subpoena or an originating notice/action (documents commencing a law suit) is requested to notify their Supervisor/Manager and to contact the person designated who will communicate appropriately with the Employee/Management and coordinate contact with legal counsel, as they deem appropriate.
 - b. has a request for the provision of legal support as outlined in Section B above must contact the person(s) designated who will determine whether legal support will be provided and the level of such support.
3. Employees are free to obtain their own legal counsel, but will do so at their own expense.

4. The Meadows has an insurance policy which insures Employees against damages arising from negligence which causes a resident bodily injury, sickness/disease or death so long as the Employee was acting within the scope of their employment.
5. If an Employee is required to pay a monetary amount or judgment to any other party because of:
 - a. a resident suffering injury as the result of an Employee acting beyond the scope of their employment or with criminal intent; or
 - b. the outcome of a legal matter arising from employment as outlined in Section B above.

this Appendix "B" shall not constitute an obligation on the part of the Employer to pay such monetary amount or judgment on behalf of the Employee, or to reimburse the Employee for payment of same, even if legal support was provided to the Employee.



APPENDIX "C"

Casual Employee Availability Agreement

Name: _____	Department/Program: _____
Position: _____	Assigned Neighborhood: _____

EXPECTATIONS:

- 1. To answer your phone**
- 2. To be available for all shifts even at short notice**
- 3. To abide by this agreement**

Please indicate your availability by providing the number of hours you are available per 14 day pay period to a maximum 75hrs I am willing and available to work _____ hours per pay period.

If there are any specific days of the week or month that you are unable to work please indicate below:

I understand and agree that my employer can assign me to work hours, in accordance with my availability as indicated above, at straight time rates, except where overtime is required as per the Collective Agreement

An availability agreement must be completed by all new employees and those employees whose availability has changed as per the Collective Agreement article 17.05

Employee

Date

Neighborhood Lead

Date



Part-Time Employee Availability Agreement

Name: _____	Department/Program: _____
Position: _____	Assigned Neighborhood: _____

Article 17.04 (b) requires each Regular Part-Time Employee to indicate their availability and willingness to perform extra shifts for the Employer. Please complete the following and enter the number of additional hours as applicable.

- A. On average, my hours per pay period are _____.
- B. I am willing and available to work _____ additional hours per pay period (this includes both extra and relief shifts).

For employees interested in working relief shifts but have restrictions on availability, please discuss these restrictions with your Manager/Neighborhood Lead who will determine whether the Employer will accommodate restrictions.

I understand my Employer can assign me to work the hours set out in Sections A & B at straight time rates except where overtime is required as per Article 17.04 (a). A Part-Time employee is permitted to submit a revised availability form to the team lead indicating availability by March 1st (for April to June); by June 1st (for July to September); September 1st (for October to December); December 1st (for January to March). A revised Part-Time Employee Availability Form may be submitted more often when mutually agreed with the Employer. In order to change your availability you will need to meet with your Team Lead to discuss whether this will be acceptable. Such agreement shall not be unreasonable withheld. Changes to availability will not be abused.

It is the responsibility of each employee to check their schedule (SSC) regularly to ensure awareness of all scheduled shifts.

Employee

Date

Neighborhood Lead

Date



**Casual Employee Availability Agreement for Students
and Secondary Employment (at time of hire)**

Name: _____	Department/Program: _____
Position: _____	Assigned Neighborhood: _____

EXPECTATIONS:

- 1. To answer your phone**
- 2. To be available for all shifts even at short notice**
- 3. To abide by this agreement**

Please indicate your availability by providing the number of hours you are available per 14 day pay period to a maximum 75hrs.

I am willing and available to work _____ hours per pay period.

Please indicate on the table below your availability:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
TD							
D							
4hrAM							
4hrPM							
4hrEVE							
TN							
N							

Available to work all holidays: _____

I understand and agree that my employer can assign me to work hours, in accordance with my availability as indicated above, at straight time rates, except where overtime is required as per the Collective Agreement.

It is the responsibility of each employee to check their schedule (SSC) regularly to ensure awareness of all scheduled shifts.



It is the responsibility of each employee to update the schedule on their availability schedule.

An availability agreement must be completed by all new employees and those employees whose availability has changed as per the Collective Agreement Article 17.05

Employee

Date

Neighborhood Lead

Date

APPENDIX "D"
CUPE Laid-off Employee Availability Form

NAME: _____ DATE: _____

- (a) Prior to lay off, I was working in _____, department(s).
- (b) Prior to lay off, my designation as a percentage of Full-Time hours was _____%.
- (c) I am interested in being recalled to a Regular Position. YES _____ NO _____
- (d) Other than recall to a Regular Position, I am interested in working additional shifts (which may include a Temporary Position, extra shifts, relief shifts and required shifts).
YES _____ NO _____

If yes, I may be assigned to work up to my (prior to lay off) designation as a percentage of Full-Time hours (and have priority for extra shifts due to lay off status).

- (e) I am interested in working beyond my prior to lay off designation as a percentage of Full-Time hours).
YES _____ NO _____

If yes, I am interested in working _____% (as a percentage of Full-Time hours) and shall be treated as a Part-Time Employee for the purposes of Articles 17.04 and 17.05, inclusive.

Once submitted, the Employer is entitled to rely on the Laid-off Employee Availability Form until a new form is implemented according to the following process. A Laid-off Employee is permitted to submit a revised Laid-off Employee Availability Form indicating availability by March 1st (for April to June); by June 1st (for July to September); by September 1st (for October to December); and by December 1st (for January to March). A revised Laid-off Employee Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.

Employee

Date

Employer

Date

APPENDIX "E"
Workload Situation Report

EMPLOYER NAME: _____

(1) NAME: _____ DATE: (YYYY/MM/DD): _____

UNIT / DEPT: _____ SHIFT/TIME OF OCCURRENCE: _____

(2) STAFFING (NUMBERS)

SCHEDULED:

THIS SHIFT:

(3) Describe workload situation as you saw it:

(4) Name of Manager/Supervisor/Designate Contacted: _____

Time Contacted: _____

(5) Describe action/response given by Manager/Supervisor/Designate:

(6) Describe your response: _____

(7) What other options might have been considered:

Date: (YYYY/MM/DD) & Time of Submission

Signature

Copies to:

Union or Employer Chairs or Labour Management Committee

APPENDIX "F"

Retiree Benefits

In acknowledgement of the fact that on July, 11, 2011, The Meadows became a successor employer to South West Nova District Health Authority, an acute care employer, retiree benefits continue on the same terms and conditions as set out below:

The Employer agrees to provide a monthly amount towards the monthly premium cost of the current Health Association Nova Scotia Retiree Health Plan for those employees who retire and who meet the eligibility requirements as outlined below.

The Employer will pay \$58.33 monthly for single coverage and \$150.00 monthly for family coverage.

The payment will be provided to supplement the monthly premium payment of the retiree for each month that the retiree is enrolled in the Health Association Nova Scotia Retiree Health Plan up to and including the month that the retiree reaches the age of 65. When the retiree reaches the age of 65 and becomes eligible for Pharmacare coverage, the Employer supplement will cease and the retiree will be responsible for the full cost of the premiums if they choose to remain in the plan at that time.

Eligibility

To be eligible for the Employer supplement, an employee must be enrolled in the Health Association Nova Scotia employee Health Plan prior to retirement, meet the eligibility requirements of the Health Association Nova Scotia Retiree Health Plan and must retire with an unreduced pension in accordance with the terms of the NSHEPP Pension Plan. In addition, the employee must have at least fifteen (15) years of service with the Employer at the time of retirement. At retirement the employee must elect to enroll in the Health Association Nova Scotia Retiree Health Plan and elect single or family coverage in accordance with the terms and eligibility of the plan. This supplement to the premiums of the Health Association Nova Scotia Retiree Benefit Plan is only available to employees who are actively employed (which includes employees on WCB and/or LTD) on or after April 1, 2006.

APPENDIX "G"

LPN Practice Premium

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, 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, 2020 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 s/he 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 1st, 2020 and by May 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 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/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.

MEMORANDUM OF AGREEMENT #1

LTD Plan Termination Contingency

BETWEEN:

**The Meadows
(The "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 5248
(The "Union")**

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 LTD Program coming into effect. For example sick leave accrual would revert to two and one-half (2½) days per month and total accrual would revert to three hundred (300) days if Employees were entitled to such levels of benefit immediately prior to the LTD Program coming into effect. 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.

MEMORANDUM OF AGREEMENT #3

Interim Job Sharing Agreement

BETWEEN: **The Meadows**
("The Employer")

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5248**
("The Union")

THE PARTIES hereto agree that Employees may be permitted to enter into a Temporary job sharing arrangement of a Full-Time position with the Employer under the following provisions:

SECTION 1

- 1.01 Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected. In stating this, job sharing will not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer representative shall discuss the concerns with the job share applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing with the advice of a Union official.
- 1.02 Job sharing partners shall be classified as Regular Part-Time term job share or Temporary Part-Time term job share Employees pursuant to the terms and conditions of the Agreement. With the cessation of a job sharing arrangement, the shared position will revert back to being a Full-Time position.
- 1.03 No Employee shall be required to enter into a job sharing arrangement.

Originating of Job Sharing Request

- 1.04 An Employee shall submit a written proposal for job sharing to the Employee's immediate Manager. The proposal shall include, but not be limited to the duration and a description of the requested work/schedule allocation.
- 1.05 At least one Employee wishing to job share must be a CUPE Bargaining Unit member and is the incumbent of the Full-Time position to be shared. Both Employees must be suitably qualified and capable of carrying out the full time duties and responsibilities of the position shared. Both Employees must enter into the agreement voluntarily and be mutually agreeable to its conditions.

- 1.06 All specifics associated with the job sharing opportunity shall be posted in accordance with Article 15.03.
- 1.07 Where more than one Employee is interested in the posted job opportunity, the job sharing partner shall be chosen in accordance with Articles 15.02. No Employee outside the Bargaining Unit will be employed as a job sharing partner until all Employees in the Bargaining Unit have adequate time to apply for the job sharing opportunity(s).
- 1.08 The Employer may assess the practicality of recruitment outside of the Bargaining Unit, in the case where no Bargaining Unit Employee is interested in the job sharing partner opportunity.
- 1.09 The applicant Employee (the Employee who originated the job sharing request) will remain in the Employee's previous position and the recruitment process concludes if no suitable job sharing partner is found.

Cessation of Temporary Job Sharing Arrangements

- 1.10 Upon the expiry of a temporary job sharing arrangement, the Employees will be returned to the same positions (if exists) or equivalent regular position as held prior to the temporary job share arrangement.
- 1.11 Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their request to discontinue the job sharing arrangement or the Parties mutually agree to extend the arrangement.
- 1.12 A job sharing Employee shall provide thirty (30) days notice of the intent to leave the job sharing arrangement. When a job sharing partner wishes to discontinue the arrangement, the arrangement ceases and the other job sharing partner has the option to initiate a new temporary job share arrangement in accordance with Sections 1.04, 1.05 and 1.06 above.
- 1.13 A job share agreement will be terminated should the original Full-Time position be subject to a reduction in hours.

Terms of Job Sharing Arrangements

- 1.14 The position will be clearly identified as a temporary job sharing arrangement. Any new Employees hired to fill a vacancy created by two Employees entering into the temporary term job share arrangement shall be hired on a temporary basis.

- 1.15 The duration of the job share will be a set term, with a minimum of six (6) months and the maximum of twelve (12) months. Any party who wishes to terminate or extend a temporary job share arrangement shall give written notice at least thirty (30) days in advance. The job sharing arrangement will only be extended where the parties mutually agree.
- 1.16 A work schedule including days off will be developed with the Employees' Supervisor prior to commencement of the job share. The work schedule and percentage of the job share each Employee actually works will be mutually agreeable to all parties involved. Where no mutual agreement can be reached, the job sharing arrangement shall terminate.
- 1.17 The provisions of Article 21.06 apply to job sharing arrangements.
- 1.18 Job sharing Employees will be paid for hours worked during the pay period. Time worked in excess of a scheduled shift or in excess of the average bi-weekly hours (75 hours), will be compensated as overtime.
- 1.19 Employees sharing a position shall have the first chance at filling in when the other job sharing partner is absent. In the event, the job sharing partner does not wish to cover the other partner's absences, the Employer shall attempt to schedule other eligible employees. As required by operational demands, the job sharing partners agree to make themselves available to work any extended absences, leaves, or time off of their partner when required by the Employer provided forty-eight (48) hours notice is given. It is also expected that job sharing partners will make themselves reasonably available to work additional shifts as required by operational demands should the Employer be unable to schedule other eligible Employees. Such time shall not constitute overtime unless the Employee works in excess of the hours outlined in Article 18.01.
- 1.20 This Interim Job Sharing Agreement shall cease to have any effect when the current Collective Agreement between The Meadows and the Canadian Union of Public Employees expires.

MEMORANDUM OF AGREEMENT #4

In-Town Transport

BETWEEN:

The Meadows

("The Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5248

("The Union")

WHEREAS the Employer occasionally has a requirement to transport and accompany residents to health related appointments away from the premises.

AND WHEREAS the Parties have agreed that provided regular booked shifts of Employees are not affected, notwithstanding Article 17 of the Collective Agreement between the parties:

Where residents require transportation and accompaniment to health related appointments away from the premises, the Employer may request Employees who are not then working to provide such transportation and accompaniment.

Where Employees agree to provide such transportation and accompaniment it shall not be considered a shift or call-back within the meaning of the Collective Agreement. Such Employees will be paid their regular rate of pay for the actual time required to transport such residents to and from their appointments. Where the appointments are "in town" Employees shall receive five (\$5.00) dollars for the round trip in lieu of mileage under the Collective Agreement. Where the appointments are "out of town" (ie. ten (10) kilometres or more from The Meadows) Employees shall receive ten (\$10.00) for the round trip in lieu of mileage under the Collective Agreement.

MEMORANDUM OF AGREEMENT #5

Job Selection

BETWEEN:

The Meadows

(hereafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5248

(hereafter called the "Union")

To assist bargaining unit Employees in the position selection process, the Employer agrees to provide instructional materials on resume preparation and interview skills to Employees who request such materials.

Subject to operational requirements, the Employer will permit Employees to "job shadow" employees in other departments without pay, at their own cost and on their own time to enable the Employee to gain familiarity with the work of that department.

Where feasible, the Employer may invite expressions of interest from Employees who wish to gain work experience in other departments. Where opportunities arise for temporary positions that are not required to be posted under the Collective Agreement and where it is otherwise operationally feasible, Employees who have expressed an interest and who meet the minimum threshold requirements for the position will be offered such positions.

MEMORANDUM OF AGREEMENT #6

Present Incumbant Only (PIO) Classifications

BETWEEN:

The Meadows

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5248

The Parties agree that the following Health Care Classification continues to exist:

Personal Care Worker

≈ MEMORANDUM OF AGREEMENT #7

Diversity, Equity and Inclusion in the Workplace Committee

BETWEEN:

The Meadows

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5248

The parties are committed to encouraging diversity and inclusion in the workplace. If the Parties see opportunities to enhance diversity and support inclusion in the workplace, they will meet to discuss.

In order to help achieve the goals of diversity, equity and inclusion in the workplace:

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of the LTCCSCC).
- (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.
- (d) The Committee will formalize terms of reference and determine its own procedure and processes.
- (e) The Committee will meet on an as needed basis, but no less than quarterly.
- (f) The Committee shall, among other things:
 - Consult with and seek input from representatives from diverse and under-represented groups as it relates to work within Long Term Care in Nova Scotia.
 - Research and, where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.
 - Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion in the workplace.

The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

**LETTER OF UNDERSTANDING #2
Part-time Employees –Scheduled Shifts**

BETWEEN:

The Meadows

("The Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5248

("The Union")

NOW THEREFORE, the Parties agree that where a Part-time Employee is assigned to a scheduled shift and agrees to work it seventy-two (72) hours or more prior to the shift, but becomes unable to work the shift due to illness, they will be eligible to apply for sick leave benefits.

NOW THEREFORE, the Parties further agree that if the assigned shift is not scheduled seventy-two (72) hours in advance and the employee becomes ill, they are not eligible for sick leave benefits.

MEMORANDUM OF AGREEMENT

THE MEADOWS HOME FOR SPECIAL CARE (TIDAL VIEW MANOR)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5248

RE: TEMPORARY – CCA/PCW HOURLY RATE INCENTIVES – TO FILL EMPTY SHIFTS


WHEREAS the employer is experiencing staff shortages, temporary hourly incentives will be offered to CCA/PCWs to accept shifts that remain unfilled after unsuccessful attempts to schedule those shifts. The CCA/PCW hourly rate incentives will be introduced on a two (2) month temporary basis. The application of this hourly rate incentive shall be explicitly identified with any offers of work to which the incentive rates will apply.

THEREFORE, the Parties agree that:

- a. Commencing August 19, 2022, through October 18, 2022, the employer will implement a two (2) month temporary hourly incentive program to help alleviate CCA/PCW staff shortages and fill shifts that remain empty after unsuccessfully trying to schedule those shifts. A Mass Message will be sent to available CCA/PCWs via Staff Schedule Care. There will be no response deadline on the message, and a shift will be scheduled based on first come first serve basis.
- b. Hourly incentives will consist of Time and One Half (1.5 x) for Casual and Part-time CCA/PCWs who have not reached 75 hours worked in the current pay period. Triple time (3 x) for CCA/PCWs who have worked or are scheduled to work 75 hours and/or have Full-time status.
- c. At the termination of the temporary two (2) month period at midnight October 18, 2022, should the employer continue to experience staff shortages a renewal of this agreement may be requested by the Employer.


THIS AGREEMENT made this 2nd day of September, 2022.

FOR THE EMPLOYER:



Pat Kearney

FOR THE UNION:



Greg Williams