

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**EVERGREEN HOME FOR SPECIAL CARE,**  
Kentville, Nova Scotia  
(hereinafter referred to as the “Employer”)

**OF THE FIRST PART**

**- and -**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,**  
**LOCAL 27**  
(hereinafter referred to as the “Union”)

**OF THE SECOND PART**

**November 1, 2010 - October 31, 2015**

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**Note: Those Articles that are marked with an asterisk (\*) indicate a change in language.**

## **PREAMBLE**

WHEREAS the primary purpose and concern of the Employer is to provide high quality service to the residents through the staff;

AND WHEREAS it is clear that at all times and under all circumstances the primary, chief and main consideration is the welfare of the residents;

AND WHEREAS it is the intention of both parties to this Agreement:

- (1) To maintain and improve harmonious relations which have led to the signing of this Collective Agreement.
- (2) To encourage efficiency in operations.
- (3) To promote the morale, well being and security of all employees in the Bargaining Unit.
- (4) To recognize the mutual value of joint discussions through the Labour-Management Committee and Joint Health and Safety Committee in matters relating to employment conditions.

NOW WITNESSETH THAT the parties hereto agree as follows:

## **ARTICLE 1 – DEFINITIONS\***

- 1.01 (a) **“Employer”** means Evergreen Home For Special Care, Kentville, Nova Scotia.
- (b) **“Union”** means Nova Scotia Government and General Employees Union.
- (c) **“Parties”** means the signatories to this Collective Agreement.
- (d) **“Collective Agreement”** means this Collective Agreement and the Articles and Appendices contained herein.
- (e) **“Employee”** means an employee of the Employer included in the bargaining unit, unless the context requires otherwise.
- (f) **“Casual Employee”** is an employee who is employed on an irregular or unscheduled basis. This Collective Agreement does not apply to casual employees and such employees are not part of the bargaining unit.

- (g) **“Temporary”** is an employment relationship for an employee in a position designated to be in excess of fifteen (15) consecutive working days but is not regular. A Casual Employee filling a temporary position shall not accumulate seniority. 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.

Notwithstanding the above, should the employment relationship change from Temporary to Regular without a break in employment, 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 his/her former position.

Temporary positions and Temporary employment relationships may be terminated at any time at the sole discretion of the Employer. Where the Employer terminates a Temporary position or employment relationship, the Employer shall endeavour to give at least two (2) weeks prior notice but in any event shall give as much notice as is reasonably practicable in the circumstances.

- (h) **“Full-Time Employee”** is an employee who is regularly scheduled to work and who works the hours prescribed in Article 15.
- (i) **“Part-Time Employee”** – means one who is regularly scheduled to work but who works less than the hours of a full-time employee set out in Article 15.
- (j) **“Paid Hours”** means those hours actually worked by full-time or part-time employees (excluding overtime hours) and including hours paid for vacation, holidays and sick leave.
- (k) **“Job Requirements”** means the skills, qualification, abilities, experience, reliability, knowledge and training to perform all of the required functions of the work as determined by the Employer.
- (l) **“Standard Working Day”** means eight (8) hours for employees who normally work eight (8) or more hours. Employees who normally work less than eight (8) hours, shall have their standard work day as the average work day in the preceding month.

- (m) **“Spouse”** means a legal marriage partner or a live-in partner in a Common-Law Relationship identified in writing to the Employer. This includes a same-sex partner for the purposes of family oriented benefits except where a benefit plan contemplates otherwise.
- (n) **“Seniority”** – subject to Article 11 and Article 23, seniority is the length of employment in the bargaining unit commencing with the employee’s most recent date of hire.

1.02 For the purpose of interpretation the pronouns “her”, “she”, “his” and “he”, if and when used in this Collective Agreement, shall apply equally to both masculine and feminine gender and the singular shall include the plural and vice versa, wherever the context so requires.

**ARTICLE 2 – RECOGNITION**

2.01 Pursuant to Nova Scotia Labour Relations Board Order No. 6022, dated September 16, 2005, the Employer recognizes the Nova Scotia Government and General Employees Union as the sole and exclusive bargaining agent for the bargaining unit of all full-time, part-time employees of Evergreen Home for Special Care, Kentville, Nova Scotia (“the Employer”), as described in the Order of the Nova Scotia Labour Relations Board of June 19, 1992 (L.R.B. No. 4017) but excluding those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*, and excluding:

Administrator	Co-ordinator - Quality Assurance/Risk Management
Director of Volunteers	Director of Dietary
Director of Housekeeping/Laundry	Director of Nursing
Director of Maintenance	Director of Recreation
Food Service Supervisor	Nursing Co-ordinator - Children Centre
Assistant Director of Nursing	Office Employees
Registered Nurses	Physiotherapist
Speech Therapist	Consulting Pharmacist
Child Development Co-ordinator – Children Centre	

2.02 This Collective Agreement is applicable to full-time and part-time employees.

2.03 Persons who work as Volunteers are excluded from the application of this Agreement.

2.04 This Collective Agreement is applicable on a pro rata basis to regular part-time employees except that the following benefits shall be on the terms indicated:

Pregnancy Leave - As per the *Labour Standards Code*.

2.05 This Collective Agreement is applicable on a pro rata basis to temporary employees except that the following benefits shall be on the terms indicated:

- (1) Holiday Pay - As per *Labour Standards Code*;
- (2) Pregnancy Leave - As per *Labour Standards Code*.

### **ARTICLE 3 - UNION SECURITY AND REPRESENTATION\***

- 3.01 All employees covered by this Collective Agreement shall become and remain members of the Union.
- 3.02 The Employer shall deduct from each bargaining unit employee's salary all dues levied from time to time by the Union on its members.
- 3.03 The amount of dues deducted shall be determined by the Union. The Union shall provide the Employer with sixty (60) calendar days advance notice of any change in the amount of such deductions.
- 3.04 Deductions made pursuant to this Article shall be made from each payroll. Funds representing the monies deducted shall be forwarded to the Union no later than thirty (30) calendar days following each pay period. A remittance statement will be provided at the same time setting out the employee's name, employee number and the amount deducted.
- 3.05 The Employer shall remit to the Union, within thirty (30) calendar days following date of hire, the Nova Scotia Government and General Employees Union membership application form signed by the new employee.
- 3.06 The Employer agrees to record the annual union dues for each employee on her T4 form.
- 3.07 The Union shall indemnify and save harmless the Employer, its officers, employees and agents against any and all suits, claims, demands, actions, causes of action and liabilities that arise out of or by reason of any action taken by it, them or any of them for the purpose of complying with the provisions of this Article.
- 3.08 The Employer agrees to acquaint employees with the fact that a Collective Agreement is in effect and provide the employee with a copy of the current Agreement.

The Employer shall inform the Secretary of the Local on a monthly basis of the hiring of new employees, of the said employees' names, dates of hire, positions and locations of employment. A Union Steward shall be given the opportunity to meet each new employee during regular working hours, without loss of pay, for a maximum of fifteen (15) minutes. Such time shall be arranged between the Steward and his/her Supervisor.

- 3.09\* The Employer recognizes the Union's right to appoint or otherwise select Stewards to represent employees in the bargaining unit. **Only one (1) steward shall carry out steward duties with respect to a particular matter or issue at a time.** The Union agrees to provide the Employer with a list of Stewards **and to notify the Employer in writing of any changes in the list of stewards.**
- 3.10 The Union shall notify the Employer in writing of the name of each Steward and, where applicable, each Committee Member, before Management shall be required to recognize any person so selected. They are the ones authorized to represent the Union at meetings with the Employer.
- 3.11 Any contract or agreement between the Employer and employees for whom the Union has bargaining rights, which is contrary to the Collective Agreement, shall be null and void.
- 3.12 Bargaining unit employees have the right to have the assistance of a paid Union Representative of the Nova Scotia Government and General Employees Union when dealing with the Employer, as provided in this Agreement.
- 3.13 (a) Where operational requirements permit and on reasonable notice, special leave without pay shall be granted to employees for Union business to attend and to travel to convention, conferences, education programs, local meetings and any other such business as may be authorized by the Union. Such permission shall not be unreasonably withheld.
- (b) The Employer will continue the salary and benefits of an employee who is granted leave without pay in accordance with Article 3.13 (a) and will bill the Union for the employee's salary and benefits including the Employer's share of the premium for such benefits.
- 3.14 The Union may select a Negotiating Committee of no more than four (4) bargaining unit employees to attend meetings with the Employer for the purpose of renegotiating this Collective Agreement. Those employees who are required to attend at negotiations shall be paid their hourly rate without loss of seniority or benefits for all time spent at negotiations up to and including conciliation and mediation which conflict with their scheduled work time. The Employer shall bill



the Union for such costs (including wages, benefits, etc.) which shall be reimbursed to the Employer within thirty (30) calendar days as a condition of continued payment.

#### **ARTICLE 4 - LABOUR-MANAGEMENT COMMITTEE**

- 4.01 A Labour-Management Committee (the "Committee") shall be established consisting of not more than three (3) representatives of the Employer and three (3) representatives of the Union, provided that no more than one (1) representative from any one Department (i.e. Senior Nursing, Children Nursing, Dietary, Housekeeping/Laundry, Maintenance and Recreation), shall be allowed to attend meetings of the committee during working hours, unless approved by the Employer. The Committee shall enjoy the full support of both parties in the interest of improved services to the residents.
- 4.02 The Committee shall concern itself with matters of mutual concern, relating to the employees, the Employer and the residents. The parties agree to advance notification in writing of the matters they wish to discuss at any meeting, however, other matters may be discussed. The Committee shall meet quarterly.
- 4.03 The Union representatives shall not suffer any loss of their regular pay or benefits for time spent in Committee meetings.
- 4.04 An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over the meeting.
- 4.05 Minutes of each meeting of the Committee shall be prepared by the Chairperson and shall be distributed to the members of the Committee within two weeks.
- 4.06 The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions and its role shall be only to make recommendations.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes that it is the right of the Employer to manage the affairs and to establish and direct the work force and, unless the Collective Agreement specifically provides otherwise and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
  - (a) maintain order, discipline and efficiency;

- (b) hire, promote, demote, transfer, determine qualifications, assign work, classify, discipline, suspend, lay off or discharge any employee covered by this Agreement, provided that a claim that an employee has been demoted, disciplined, suspended or discharged without just cause, may be the subject of a grievance dealt with as hereinafter provided;
- (c) study or implement new or improved methods or facilities to determine the schedules of work, kinds and locations of equipment to be used, the control of materials and parts, the extension, limitation, curtailment or cessation of operations in whole or in part, and all other matters concerning the operation of the Employer's business not specifically restricted in this Agreement;
- (d) determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and manpower to be used in providing these services.

The Employer agrees that management rights will not be exercised in a manner contrary to the express provisions of this Agreement.

## **ARTICLE 6 - NO DISCRIMINATION\***

### 6.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination against any employee on any grounds established in the *Human Rights Act*, S.N.S. 1991, c. 12.

### 6.02 No Discrimination for Union Activity

The Employer agrees that there shall be no discrimination with respect to any employee by reason of membership or activity in the Union.

- 6.03\* Both parties to this Collective Agreement agree that harassment is inappropriate and shall support a workplace free from harassment **and bullying**. Employees are responsible for familiarizing themselves with the Employer's Harassment **and Bullying Policies**.

## **ARTICLE 7 - NO STRIKE/LOCKOUT**

- 7.01 The Employer agrees that there shall be no lock-out of employees until the Employer is in a legal lock-out position. The Union agrees that there shall be no strikes, slow-downs, picketing, working to rule or any other interruptions of normal work by the employees covered by this Agreement and/or the Union until the Union is in a legal strike position.
- 7.02 Notwithstanding the above, if, in the negotiations for the renewal of this Agreement, either party applies for conciliation, the Employer shall immediately provide the Union with a list of essential services and the names of employees it has designated to perform those services in the event of a legal strike. The Employer and the Union shall attempt to reach agreement in this respect, but failing such agreement, the Employer, prior to any legal strike, shall be entitled to designate those employees which it shall require to perform such essential services, subject to the right of the Union to submit that issue directly to arbitration pursuant to Article 9. Until determined otherwise by such Arbitration Board, all employees designated by the Employer to perform such essential services shall, notwithstanding any legal strike, be required and they agree to perform fully their work assignments as directed by the Employer and they shall be bound by and receive the benefits of all relevant provisions of this Agreement which, for this purpose only, shall survive the expiration of this Agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE\***

- 8.01 A grievance is any dispute arising between the Employer, any employee(s) or the Union regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.
- 8.02 **“Working Days”** for the purpose of this Article shall mean Monday to Friday exclusive of Holidays.
- 8.03 Informal Dispute Resolution Procedure

A dispute shall be an action or lack of action by the Employer that results in an employee feeling unjustly treated or otherwise aggrieved. Where an employee has a dispute of any nature, that dispute shall be discussed orally with the Department Head or, where the Department Head is not present, with the RN supervisor, within twenty-five (25) Working Days of the occurrence or from when the employee should reasonably have known of the occurrence of the incident giving rise to the dispute with the intention of resolving the dispute. The employee may have a Steward present if she so desires. The Department Head

or designate shall answer the dispute in writing within ten (10) Working Days of the discussion. A grievance shall not be filed until the subject matter is first subjected to this informal dispute resolution procedure.

8.04\* An employee grievance shall be processed in the following manner:

Step 1

**The grievance shall be presented in writing by the employee and/or the Union representative** to the Department Head or designate. The grievance must be submitted within ten (10) working days of the written response of the Department Head or designate under the Informal Dispute Resolution Procedure. The grievance must bear the signature of the employee and as a condition of its validity, including arbitrability, it must state the section(s) of the Agreement in question and any relief sought. The Department Head or her designate shall reply in writing to the grievance within ten (10) working days from the date upon which it was received.

Step 2

Failing a reply in Step 1 or, if such reply is unsatisfactory to the employee, the Union, within ten (10) working days of the day the Department Head's reply was or should have been made, may submit the grievance in writing to the Administrator or designate together with an explanation of why the reply from the Department Head or designate is unsatisfactory.

Within ten (10) working days of receipt of the grievance, the Administrator or designate shall arrange for a meeting with the Union, the employee concerned and any non-bargaining unit persons whom the Administrator or her designate considers appropriate to discuss the grievance. This meeting shall occur within fifteen (15) calendar days of the Administrator's (or designate's) receipt of the grievance **unless mutually agreed otherwise**.

Within ten (10) working days of that meeting, the Administrator shall reply in writing to the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union may refer the grievance to arbitration pursuant to this Article and Article 9.

8.05 A grievance in compliance with Article 8.04, Step 1 arising out of the discharge of an employee, may be submitted directly to the Administrator or her designate at Step 2.

8.06 Policy Grievance

(a) Any policy grievance between the Union and the Employer must be submitted in writing by one or the other party directly to the Administrator or her designate or the Employee Relations Officer or her designate, as the case may be, twenty-five (25) Working Days of the occurrence or from when the Union or Employer knew or should reasonably have known of the occurrence of the incident giving rise to the event giving rise to the grievance. If no satisfactory settlement is reached within fifteen (15) Working Days following receipt of the grievance, it may be submitted by the grieving party to arbitration pursuant to Article 9.

(b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for employees.

8.07 In determining the time in which any step under the grievance procedure is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits for the initial filing of a grievance are mandatory. Other time limits established in this Article are directory.

8.08 The Union recognizes that Shop Stewards shall not leave work to attend a meeting under Article 8.03 or 8.04 without obtaining permission of their Department Head or designate which permission shall not be unreasonably withheld. Only one (1) Shop Steward at a time will attend such meetings. On resuming their normal duties, the Shop Steward shall notify their Department Head or designate.

8.09 Grievance Mediation

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

## **ARTICLE 9 – ARBITRATION\***

- 9.01 If a settlement is not reached after the grievance steps above, either party may serve notice of intention to seek arbitration. Such notice must be given at the earliest possible date but in any case not later than fifteen (15) days from the receipt of the reply at the final step of the Grievance Procedure. The matter may then be referred to a sole Arbitrator appointed by mutual consent. The decision of the Arbitrator shall be binding on both parties.
- 9.02 Arbitration Procedure\*
- (a) **If the Union and the Employer fail to agree upon the appointment of ~~the~~ an arbitrator within ten (10) days of notice of arbitration in accordance with Article 9.01, the appointment shall be made by the Minister of Labour and Advanced Education for Nova Scotia.**
- (b) Arbitration Decision  
With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the arbitrator.
- 9.03 No matter shall be submitted to arbitration which has not been carried through all previous steps of the grievance procedure.
- 9.04\* The parties shall jointly bear the expense of the **arbitrator**.
- 9.05\* The decision of the single arbitrator shall be final and binding on the Employer, the Union and the employee(s) affected, provided, however, that in no event shall the single arbitrator have the power to change this Agreement or to alter, modify or amend any of the provisions, nor to make any decision in conflict with the provisions of this Agreement.

## **ARTICLE 10 - OCCUPATIONAL HEALTH AND SAFETY**

### 10.01 Occupational Health and Safety Act

The Employer, the Union and the employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c7, as amended.

- 10.02 A paid Union representative may also attend Committee meetings at the invitation of the Committee.

10.03 Union representatives on the **Joint** OH&S Committee shall be entitled to pay at straight time for attendance at **Joint** OH&S meetings. It is understood that the time spent at such meetings will not be calculated in the daily and or weekly hours of work which might otherwise put the employee in an overtime position.

## **ARTICLE 11 – SENIORITY\***

11.01 For the purposed of scheduling only, seniority shall operate on a departmental basis, namely; Environmental Services (i.e.) Housekeeping and Laundry); Dietary; Senior's Nursing; Maintenance; Recreation and Children's Nursing. For other purposes, seniority shall operate on a bargaining unit basis, subject to any specific provisions under this Agreement to the contrary.

11.02 Where two or more employees have equal seniority, preference shall be given in accordance with the employee's first day of employment. Where two or more employees have equal seniority and they commenced work on the same day, preference shall be given in accordance with the date of application for employment.

11.03 The Employer shall maintain a seniority list showing the employee's name, date of the first day of continuous employment, relative seniority, classification and department, paid hours, and status (i.e. full-time, regular part-time or temporary).

11.04 An up-to-date seniority list in the form described in this Article shall be provided to the Union and posted in January and July of each year. Employees who consider that their seniority reflected on the posted seniority list is not accurate shall bring the matter to the Employer's attention. If any employee fails to challenge the seniority list within thirty (30) calendar days following the posting of the list the employee's seniority shall be deemed to be valid. Should an employee challenge the validity of their seniority and establish that there has been an error the Employer shall immediately correct the error, however, where the error was a bona fide one the employee may not recover any losses for that period preceding the employee's challenge of the seniority list.

11.05\* An employee shall lose seniority rights and employment in the event:

(1)\* the employee resigns **and fails to withdraw the resignation within twenty-four (24) hours;**

(2) the employee is discharged for just cause and is not reinstated;

- (3) the employee is laid off for a period of more than twelve (12) consecutive months.
- (4) the employee is absent from work for more than five (5) consecutive working days without securing leave of absence from the Employer;
- (5) the employee fails to return to work within seven (7) calendar days after recall notice is given to the employee personally, or by registered mail to the employee's last address on file with the Employer. It shall be a condition of possible future recall that any laid off employee keep the Employer informed as to her current mailing address and telephone number; or
- (6) the employee fails to return to work following an approved leave of absence on the day set out when the leave was granted unless the Employer agrees in writing to extend the leave.

11.06 Notwithstanding Article 1.01 (n), if an employee is promoted or transferred to a position outside the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. In the event that during the first sixty (60) days worked in the position, the employee is found unsatisfactory in the new position or if the employee finds herself unable to perform the duties of the new position, the employee shall be returned to the bargaining unit where the employee shall be placed in her former position or if the position no longer exists, the employee's rights shall be governed by Article 13. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, or if the position no longer exists, the employee's rights shall be governed by Article 13.

11.07 Notwithstanding Article 1.01 (n), an employee temporarily promoted or transferred to a position outside the bargaining unit for no more than twelve (12) months shall retain and continue to accumulate seniority during that period. The employee shall continue to have dues deducted during this period as provided in Article 3. The employee shall continue to have the right to file a grievance under this Collective Agreement. The twelve (12) month period may be extended by the mutual agreement of the parties.

11.08 Notwithstanding Article 1.01 (n), except as otherwise provided herein, an employee shall not accumulate seniority when the employee is on:

- (a) lay off after 12 months;
- (b) strike/lock out;



- (c) long term disability after two (2) years,
- (d) leave of absence without pay except as set out in (e) below:

Accordingly, the employee's seniority date will be adjusted forward to reflect the length of the foregoing absences.

- (e) Employees shall continue to accumulate seniority while absent for the following:
  - i) educational upgrading as approved by the Employer if not more than one (1) year duration;
  - ii) pregnancy, birth, parental or adoption leave as per Article 20.10;
  - iii) compassionate care leave;
  - iii) union leave
  - iv) layoff up to twelve (12) consecutive months
  - iv) an employee in receipt of WCB
  - v) approved sick leave, including an employee in receipt of LTD, up to two (2) years.

11.09 A part-time employee cannot use seniority to displace a full-time employee under Article 13.

## **ARTICLE 12 - JOB POSTING\***

12.01 Where the Employer determines that a vacancy or new position is to be filled within the bargaining unit, the Employer shall post a notice of the position on the bulletin board for seven (7) calendar days. Any applicant from within the bargaining unit must make written application within this seven (7) day period. An employee who is absent at the time a posting occurs, may make a written application within seven (7) calendar days in advance of such absence.

12.02 The notice shall contain the following information:

- classification
- current rate of pay
- term of the position (i.e., temporary or permanent)
- full-time or part-time status
- required qualifications

12.03 Where the Employer determines that a temporary vacancy in excess of six (6) months is to be filled within the bargaining unit, the Employer shall post the temporary vacancy. However, the Employer is not required to post in the case of

any temporary vacancy which is not intended to exceed six (6) months.

12.04\* In filling a vacancy in an existing or new position, the ability of the applicant to satisfy the job requirements, as determined by the Employer, shall be the governing consideration; provided, however, where the relative ability to satisfy the job requirements is equal, bargaining unit seniority will govern.

**Notwithstanding the above, the Employer may award the position to the most senior applicant without conducting interviews.**

12.05 Only those positions that cannot be filled by a bargaining unit member who meets the stated qualifications, skills, and abilities for the position shall be open to applicants outside the bargaining unit.

12.06\* If a successful applicant, from within the bargaining unit, is found unsatisfactory in the position or, if the employee finds herself unable to perform the duties of the position, the employee shall be placed in her former position, or if the position no longer exists, the employee's rights shall be governed by Article 13. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, or if the position no longer exists, the employee's rights shall be governed by Article 13. This right may be exercised during the first sixty (60) days worked in the position. This period does not constitute a trial, learning or training period. The successful applicant is expected to be able to **fulfill** the job requirements.

#### 12.07 Letter of Appointment

An employee, upon hiring or change of status, shall be provided with a statement of her classification and employment status (i.e. full time or part time), and pay scale applicable to her position. A copy of this statement shall be sent to the Union at the same time as it is sent to the employee.

### **ARTICLE 13 - LAYOFF AND RECALL\***

13.01 A layoff is a severance from active employment which arises as a result of a shortage of work. The provisions of this Article do not apply to a layoff of seven (7) calendar days or less.

13.02 In the event of a layoff, an employee is to be laid off in reverse order of departmental seniority, providing the senior employee, in the Employer's judgment, is able to satisfy the job requirements for the remaining work in the department. If there is no employee in the employee's department who can be displaced as provided herein, the employee who is going to be laid off may

exercise seniority in another department if that employee, in the Employer's judgment, satisfies the job requirements for the remaining work and the employee being displaced has less seniority and is in the same or lower classification.

- 13.03 Employees shall be recalled in order of their seniority, (either departmental or unit wide as per Article 13.02) provided they, in the Employer's judgment, satisfy the job requirements for the work.
- 13.04 Notice of recall shall be provided and deemed received by means of registered mail, hand delivery or personal telephone contact confirmed in writing to the employee's last known address or telephone number. The employee must keep the Employer advised of her current address and telephone number.
- 13.05 New employees shall not be hired where there are employees on lay-off who can meet the job requirements for the position and are willing to accept recall.
- 13.06 In the event of a lay-off the Employer shall provide both the Union and the laid off employee with fourteen (14) calendar days advance written notice or pay in lieu to the employee with immediate written notice to the Union. However any employee who exercises bumping rights to avoid a lay-off must advise the Employer in writing within three (3) calendar days of receipt of any lay-off notice of the person who she intends to bump. This is a condition of the exercise of bumping rights.
- 13.07\* (a) Twenty (20) working days written notice of layoff will be given to an employee with less than ten (10) years of continuous employment with the Employer and forty (40) working days written notice of layoff will be given to an employee with ten (10) or more years of continuous employment with the Employer except for layoff that results from labour disputes or unforeseen circumstances beyond the Employer's control in which cases as much notice as possible will be given.**
- (b) Where notice is not given in accordance with (a) above, the employee shall receive pay in lieu for the amount of notice to which the employee is entitled.**

#### **ARTICLE 14 - PAYMENT OF WAGES**

- 14.01 The Employer shall pay employees every second Thursday in accordance with Appendix "A" containing job classification and wage rates attached hereto and forming part of this Agreement. On each pay day each employee shall be

provided with an itemized statement of wages, overtime and any supplementary pay and deductions.

- 14.02 An employee covered by this Agreement who is temporarily assigned by the Employer to another position in the bargaining unit for which the rate of pay is higher than the rate of pay for such employee's regular position shall receive the higher rate of pay.
- 14.03 An employee covered by this Agreement who is temporarily assigned by the Employer to another position for which the rate of pay is lower than the rate for such employee's regular position, shall receive her regular rate of pay while so employed and not the rate of pay for the temporary assignment. However, if the employee requests to work in a job with a lower rate of pay so as to satisfy her own interests, the Employer need not pay the higher rate, when the employee so agrees in writing.

#### **ARTICLE 15 - HOURS OF WORK\***

- 15.01 (a) The regular hours of work for a full-time employee shall consist of a minimum of eighty (80) hours in every bi-weekly pay period. The parties recognize that there may be departments which may have a regular work week for full time employees consisting of shifts in excess of eight (8) hours each. The regular hours of work for such employees shall consist of an average of eighty (80) hours in every bi-weekly pay period over a six (6) week rotation (i.e. two hundred and forty (240) hours in each six (6) week rotation). Those regular shifts shall not exceed twelve (12) hours duration.
- (b) The regular hours of work for a Part-time employee shall be as indicated in the Part-time employee's appointment letter expressed as a percentage of full-time equivalent ("FTE Status") in every bi-weekly pay period. The parties recognize that there may be departments which may have a regular work week for part-time employees consisting of shifts both less than eight (8) hours each and in excess of eight (8) hours each. The regular hours of work for such employees shall consist of an average of their FTE Status in every bi-weekly pay over a six week rotation. Those regular shifts shall not be less than two (2) hours duration and shall not exceed twelve (12) hours duration.
- 15.02 All employees shall be entitled to paid breaks on the basis of the following:
- (a) For an eight (8) hour shift, a thirty (30) minute meal period and two fifteen (15) minute rest periods, one during the first half of the shift and one

during the second half of the shift unless other arrangements have been agreed to between management and employees to accommodate special needs of the shift/unit under consideration. The Employer will have final authority to change breaks. Resident care must be the priority in considering changes to break schedules.

- (b) For a ten (10) hour shift, a forty-five (45) minute meal period and two fifteen (15) minute rest periods, one during the first half of the shift and one during the second half of the shift;
- (c) For a twelve (12) hour shift, two thirty (30) minute meal periods and two fifteen (15) minute rest periods, one during the first half of the shift and one during the second half of the shift;
- (d) For employees working shifts of other durations, meal and rest periods shall be pro-rated against the eight (8) hour shift;
- (e) For employees required to work hours in excess of their scheduled shift, additional meal and rest periods shall be prorated against the eight (8) hour shift.

15.03 The shift schedule for all employees shall be posted in an appropriate place thirteen (13) days in advance. These scheduled shifts shall not be changed by the Employer unless the circumstances reasonably justify such change or unless the Employer and employee agree to such change.

15.04 Subject to applicable provisions of the *Labour Standards Code*, for full time employees, days off shall be consecutive unless otherwise agreed by the employee and the Employer.

15.05 An employee called in to work with less than one (1) hour's notice before shift start time shall not lose pay for failing to start work within the first hour of the shift if the employee makes every reasonable effort to be on time.

#### 15.06 Scheduling on Other Departments

Part-time employees will not be assigned shifts on the schedule in departments other than their primary department. Employees will not normally work shifts in departments other than their primary department, however, it is understood that, subject to and the employee having the necessary skills and qualifications and having been properly oriented to the department, part-time employees may, at the Employer's discretion, be offered extra shifts in such other department.

Employees who do not have the necessary skills and qualifications to work in another department but who could obtain such skills and qualifications with an orientation to such other department may request such orientation on their own unpaid time. The Head of such other department may in her discretion exercised reasonably, schedule such unpaid orientation to take place.

#### 15.07 Exchange of Shifts

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

Where two employees wish to exchange particular shifts on a regular basis they may make application on the prescribed form to the Employer at least two (2) weeks prior to the posting of the schedule. Where operational requirements permit, and there is no increase in cost to the Employer, the Employer may approve such requests. Employees who exchange shifts under this provision shall be responsible for working the newly exchanged shift as if it were their normally assigned shift. Such approved exchanges shall be deemed part of the schedule and shall continue until either of the employees or the Employer gives notice on the prescribed form to the other two parties that the arrangement shall cease. Such notice shall be given at least two weeks notice prior to the posting of the next schedule.

Seniority shall not apply to give employees priority with respect to exchange of shifts under this Article 15.07.

#### 15.08\* Change of Shift Rotations

The Employer shall provide a minimum of four (4) weeks notice when changing the shift rotation of **an** employee, unless mutually agreed between the Employer and the employee.

#### 15.09 Evening and Night Shifts

Subject to operational requirements, employees working a rotating shift schedule shall be scheduled to work evening and night shifts on a fair and equitable basis.

Notwithstanding the above, employees wishing to work more evening or night shifts may request such in writing. Permission for such shall not be unreasonably withheld.

### 15.10 Weekend Scheduling

Subject to operational requirements, other provisions of this collective agreement and applicable provisions of the *Labour Standards Code*, the Employer will endeavour to provide full-time employees with every second (2<sup>nd</sup>) weekend off, and part-time employees with one (1) weekend off in three (3).

### 15.11\* (a) Part-Time Employees – Additional Shifts

The provisions of overtime and call back shall not apply to a Part-Time employee assigned work shifts in addition to those for which the employee was scheduled on the posted schedule (“Additional Shifts”) except when the employee is required to work hours in excess of the scheduled shift of eight (8) hours or more or in excess of eighty (80) hours bi-weekly.

### (b) Part-Time Employee’s Extra Shifts\*

- (i) All Part-Time employees shall indicate to the Department Head or designate (on the Part-time Employee Availability Form – Appendix “B”) whether or not the employee is interested in the assignment of Additional Shifts that are known prior to posting (“Extra Shifts”) and that are beyond her/his designation as a percentage of Full-Time hours.
- (ii) A Part-Time employee may be assigned Extra Shifts up to the point of his/her indicated willingness to work extra shifts. The Employer shall, subject to other provisions of this Agreement, assign Extra Shifts to such Part-Time employees **as set out in (iv) below** on the basis of indicated availability. If Extra Shifts still exist after assignment of the Extra Shifts to 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 Form indicating availability by March 1<sup>st</sup> (for April to June); by June 1<sup>st</sup> (for July to September); by September 1<sup>st</sup> (for October to December); and by December 1<sup>st</sup> (for January to March). A revised Part-Time Employee Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld. **Where an employee fails to submit a revised Availability Form, the existing form shall remain in effect. The Employer shall provide the employee with a copy of their Availability Form when the same is submitted.**

- (iv) **Shifts in the Nursing Department will be assigned 2 at a time (or less if the employee desires less than 2 shifts) on the basis of seniority, rotating to the top when the least senior employee has received 2 offers. Assignments are to start at the top of the seniority list at the beginning of each new 6 week rotation. In all other Departments shifts will be assigned 1 at a time on the basis of seniority, rotating to the top when the least senior employee has received 1 offer. Assignments are to start at the top of the seniority list at the beginning of each new 6 week rotation.**

(c) Part-Time Employee's - Relief Shifts

- (i) When Additional Shifts become available after a shift schedule has been posted ("Relief Shifts") such Relief Shifts will be offered, subject to other provisions of this Agreement, to Part-Time employees who have indicated an availability for Relief Shifts on a seniority basis and then to Casual employees.
- (ii) Part-Time Employees may work Relief Shifts without advance notice and there shall be no financial penalty on the Employer. Part-Time Employees may also have Relief Shifts cancelled with two (2) 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 Part-Time Employee shall be provided with work or be paid for the cancelled Relief Shift.
- (iii) In the event that Part-Time employees who have indicated an availability for Relief Shifts are consistently unavailable for such shifts or consistently refuse Relief Shifts when offered, the Employer may cease offering the employee Relief Shifts until such time that the Employer is satisfied that the employee will be available for such shifts.

15.12 Notwithstanding Article 16.01, where, subject to operational requirements and the Employer's approval and, an employee in the Recreation or Maintenance Department wishes to work additional hours beyond their regular scheduled shift in order to reduce the number of hours required to be worked on a subsequent scheduled workday, overtime rates shall not be payable for such work beyond the regular scheduled shift.



15.13 Shift Premium\*

All employees shall receive a shift premium of **\$1.50 per hour** for all regular hours worked between 1900 hours and 0700 hours.

**Effective October 31, 2011 the rate becomes \$1.75 per hour.**

**Effective October 31, 2014 the rate becomes \$1.85 per hour.**

15.14 Weekend Premium\*

All employees shall receive a weekend premium of **\$1.50 per hour** for all regular hours worked between midnight Friday and midnight Sunday.

**Effective October 31, 2011 the rate becomes \$1.75 per hour.**

**Effective October 31, 2014 the rate becomes \$1.85 per hour.**

**Employees working a weekend during the hours set out in Article 15.13 are entitled to both the shift and weekend premiums.**

15.15 Callback Compensation

An employee who is called back to work and who reports for work shall be compensated for a minimum of three (3) hours at straight time rate for the period worked, or at the applicable overtime rate, whichever is greater.

15.16 Time Off Between Shifts

**The Employer shall provide employees with a minimum of ten (10) hours off between scheduled shifts, except where mutually agreed otherwise between the Employer and the employee.**

**It is understood, however, that employees who sign up for additional and/or extra shifts shall be deemed to have mutually agreed to a minimum of eight (8) hours off between shifts.**

**ARTICLE 16 – OVERTIME\***

16.01 Overtime Defined

Overtime means authorized work in excess of eight (8) hours per day or eighty (80) hours biweekly.

Notwithstanding the above, for employees who work regular shifts in excess of eight (8) hours, overtime means authorized work in a day in excess of such regular shifts or authorized work in addition to the normal shift rotation which exceeds the bi-weekly hours for the bi-weekly pay period.

16.02 Overtime Compensation\*

- (a) An employee shall be compensated at the rate of one and one-half times (1.5X) the employee's regular hourly rate for all overtime worked.
- (b) **Where an employee works overtime beyond the end of her regularly scheduled shift for a period of greater than four (4) hours, the employee shall be entitled to a meal in accordance with Employer policies and procedures.**

16.03 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee, and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked, at the applicable overtime rate.

16.04\* There shall be no pyramiding of premium pay **except as where otherwise provided in this Agreement.**

16.05\* **In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (½) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.**

**ARTICLE 17 – VACATIONS\***

17.01\* Employees shall receive annual vacation with pay in accordance with her completed years of service as of June 1 as follows:

Employment	Days
0 - 1 years	7/8 standard working days for each month worked
1 year but less than 5 years service	15 standard working days
5 years but less than <b>16 years</b>	20 standard working days

<b>16 years</b>	<b>21 standard working days</b>
<b>17 years</b>	<b>22 standard working days</b>
<b>18 years</b>	<b>23 standard working days</b>
<b>19 years</b>	<b>24 standard working days</b>
<b>20 years and over</b>	25 standard working days

The employee earns vacation for each month of service (ie active employment) during the vacation year which is taken in the next vacation year.

- 17.02 Vacation must be taken in the year in which it became owing the employee and shall not be carried over from one year to another. The vacation year is from June 1 of one year to May 31 of the following year.

Notwithstanding the foregoing, where an employee has not had her vacation request approved and cannot otherwise take their vacation in the year owing, the employee may carry over up to forty (40) hours to the following year. Any vacation owing greater than forty (40) hours shall be paid out by the Employer in the first full pay period following May 31<sup>st</sup>.

17.03 Notice of Vacation\*

(a) Prime Time – June 1 to August 31

Employees requesting leave during the Prime Time must submit a written request not later than **March 15<sup>th</sup>**. The Employer shall post a vacation roster setting out the approved vacation periods not later than **May 1<sup>st</sup>**. No employee shall be granted more than two (2) weeks of vacation until all staff have had the opportunity to choose two (2) weeks of vacation time during such Prime Time period.

(b) September 1 – December 31

Except as provided herein, employees requesting leave during the period of September 1<sup>st</sup> to December 31<sup>st</sup> must submit a written request not later than **June 15<sup>th</sup>**. The Employer shall post a vacation roster setting out the approved vacation periods not later than **August 1<sup>st</sup>**.

(c) January 1 – May 31

Employees requesting leave during the period of January 1<sup>st</sup> to May 31<sup>st</sup> must submit a written request not later than **October 15<sup>th</sup>**. The Employer shall post a vacation roster setting out the approved vacation periods not later than **December 1<sup>st</sup>**.

(d) Employees may exercise their seniority rights only once and for a maximum of two (2) consecutive weeks during the vacation year where there is a conflict in vacation requests.

(e) (i) Vacation requests received outside of the above deadlines shall be granted on a first come, first serve basis, subject to operational requirements. Where possible, such requests shall be submitted at least two (2) weeks in advance of the schedule being posted. Where the employee has provided such notice, the Employer shall respond to the request within two (2) weeks of the date the request was submitted.

**Where two or more employees submit a vacation request at the same time, preference shall be given to the senior employee. Nothing herein shall prevent an employee from submitting a request with less notice and the Employer shall consider such request.**

(ii) Approved vacation requests will not be revoked to accommodate subsequent conflicting requests from more senior employees.

**(iii) If an employee's request for vacation is not granted, the employee may request in writing that it be waitlisted in case of future change(s) or cancellation(s) which would enable the Employer to grant the request.**

17.04 An employee terminating employment at any time in the vacation year prior to using her vacation shall be entitled to a proportion of wages in lieu of such vacation prior to termination. If, however, an employee has taken vacation which has not been earned, the employee shall compensate the Employer for such vacation leave taken and the Employer has the right to deduct from any final payment to which the employee would otherwise be entitled being equivalent to such monies owing to the Employer.

17.05 On the death of an employee, any payment respecting unpaid vacation pursuant to Article 17.01 shall be paid to the employee's estate.

17.06 Vacation entitlement for temporary employees, who immediately prior to commencing their temporary posting, were full-time or regular part-time employees shall be on the basis of Article 17.01 on a pro rata basis. All other temporary employees shall receive vacation as per the *Labour Standards Code*.

17.07 In scheduling vacations, the Employer will make a reasonable effort to grant an employee the weekend off immediately preceding or immediately following the vacation period, if requested by the employee.

17.08 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty while on vacation leave or to cancel vacation once it has been approved. An employee who has incurred non-refundable expenses related to his/her vacation subsequent to their vacation approval and then has their vacation cancelled or is recalled to work shall have such expenses reimbursed by the Employer. It is the responsibility of the employee to advise the Employer at the time of recall that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists failing which the Employer will not be liable to reimburse such expenses.

The employee shall be required to submit proof of expenses when making a claim for reimbursement.

**ARTICLE 18 – HOLIDAYS**

18.01 The following are holidays for employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

and any other day proclaimed as a holiday by the federal or provincial government which applies to the Employer.

18.02 In lieu of the calendar holidays listed in Article 18.01 above, part-time employees shall be entitled to holiday compensation in the amount of four point two three one (4.231%) per cent of regular hours paid. Such holiday compensation shall be banked and paid out to the employee at eight (8) hours per holiday, in the same pay period as each holiday paid, up to the maximum hours banked provided the employee's bank contains at least four hours. Where the employee has less than four (4) hours banked, such hours shall be retained in the employee's holiday bank until the next holiday.

18.03 Full-time Employees Working Rotation

- (i) When a holiday falls on a Regular Full-Time employee's scheduled day off or during the Regular Full-Time employee's vacation, the employee shall receive another standard working day off with pay at a time mutually agreed upon between the employee and the Employer.
- (ii) If an employee works a shift on the calendar date of a holiday listed in Article 18.01, the employee will be compensated at the rate of one and one-half (1.5x) times the employee's regular hourly rate for the hours worked.
- (iii) In addition to the compensation for the hours worked on the holiday the Regular Full-Time employee shall have the option of receiving eight (8) hours off with pay or eight (8) hours holiday pay. Time off shall be taken at a time mutually agreed between the Employer and the employee.

18.04 Employees (other than those working twelve hour shifts) will be considered to have worked the holiday if they worked the majority of their shift on the holiday.

18.05 Notwithstanding anything herein, employees who work regular scheduled shifts in excess of eight (8) hours shall receive holidays on the following basis:

(a) Twelve (12) hour nights

Employees working a twelve (12) hour night shift immediately prior to a holiday shall receive four (4) straight time and eight (8) hours at premium rate (1½ times regular rate of pay). The employee working the twelve (12) hour night shift commencing on the holiday shall receive four (4) hours at 1½ regular rate and eight (8) hours at straight time. Full-time employees shall receive another standard working day off at a time mutually agreed upon by the Employer and the employee.

(b) Twelve (12) hour day shifts

Employees working twelve (12) hour day shifts on a holiday shall receive 12 hours paid at premium rate (1½ times regular rate of pay). Full-time employees shall receive another standard working day off with pay at a time mutually agreed upon by the employee and Employer.

18.06 Subject to operational requirements each employee shall receive either Christmas Day and one other day contiguous with Christmas Day or New Year's Day and one other day contiguous with New Year's Day off, unless otherwise mutually agreed. Subject to operational requirements employees who work Christmas Day one year shall not be required to work Christmas Day in the following year.

**ARTICLE 19 - LEAVE OF ABSENCE\***

19.01 During an internal investigation that results in the suspension or reduction in work for an employee, the employee will suffer no loss of pay or benefits.

19.02 (a) Upon written application by the employee supported by the Union four (4) weeks in advance, the Employer shall grant a leave of absence to the employee elected or appointed to represent the Union at conventions and/or executive and committee meetings of the Union, and its affiliates or chartered bodies. The leave shall be for a maximum of fifteen (15) working days per calendar year. The Employer shall maintain the employee's normal pay and benefits during such leave on the condition that the Union reimburse the Employer the full amount of such pay and benefit costs. No more than one (1) employee may be on such leave at any one time. Leave may not be granted if it conflicts with vacation already scheduled or short staffing caused by extended sickness or injury.

(b) An employee elected or appointed to a paid full time position within the Union shall be granted up to one (1) year leave of absence without pay and benefits.

19.03\* 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; or

- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter **pertaining to the Employer, Evergreen Home for Special Care, 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 19.03 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.
- (f) The Employer reserves the right to appeal to the court to have “key” employees relieved of Jury Duty. It is the employee’s responsibility to come to work at any time during her scheduled shifts that she is not actually required for Jury Duty or to be present in Court.

19.04 At the sole discretion of the Employer, an employee may be granted a leave of absence without pay and benefits and without accumulation of seniority to a maximum of six (6) months. Such a request must be made to the employee’s Department Head in writing at least four (4) weeks in advance of the desired leave, explaining the reason for such request and the amount of leave requested. In special circumstances and at the sole discretion of the Employer, a leave of absence may be extended to a maximum of one year if requested by the employee.

19.05 Employees who are qualified electors are entitled to have:

- (a) three (3) consecutive hours for federal elections,
- (b) three (3) consecutive hours for provincial elections

available for voting which does not conflict with work hours. Any time off work shall be without loss of pay or benefits.



## 19.06 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 of the employee or a child of the Employee's spouse,
- a parent of the employee,
- the spouse of a parent of the employee, or
- any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code

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 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.

#### 19.07 Leave for Storms or Hazardous Conditions

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:

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated bank vacation or holiday credits.
- (c) when the employee has no accumulated banked vacation or holiday credits, the employee may, with prior approval of the Employer, make up the absent time at a time mutually agreed between the employee and the Employer.

### **ARTICLE 20 – PREGNANCY/BIRTH, PARENTAL AND ADOPTION LEAVES**

#### 20.01 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 fifty-two (52) weeks.
- (b) A pregnant employee shall, no later than the fifth (5<sup>th</sup>) 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 fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

## 20.02 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. 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 20.02 (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.

## 20.03 Pregnancy Leave - Employer Requirement

The Employer may require a pregnant employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the employee's ability to work.

## 20.04 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 20.01, may be granted sick leave in accordance with the provisions of this Collective Agreement.

## 20.05 Pregnancy/Birth Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (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 two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) 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 her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the 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 her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her

annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### 20.06 Parental and Adoption Leave

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

- (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 the 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 fifty-two (52) 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 the employee is entitled exceed a maximum of fifty-two (52) 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 Article 20.06 (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 fifty-two (52) 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 fifty-two (52) 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 fifty-two (52) weeks after the leave began.

## 20.07 Parental and Adoption Leave Allowance

- (a) An Employee entitled to parental or adoption leave under the provisions of this agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption 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 two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) Up to a maximum of ten (10) 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 her/his 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 purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where

her/his annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### 20.08 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 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.

#### 20.09 Return to Work

An employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks notice of his or her 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 Regular 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.

#### 20.10 Service and Seniority Continuation

While on pregnancy/birth or parental, or adoption leave, an 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.

#### 20.11 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 eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

#### 20.12 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.

### 20.13 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.

## **ARTICLE 21 - BEREAVEMENT LEAVE\***

21.01\* Employees shall be entitled to the following bereavement leave:

- (a) When a death occurs in an employee's immediate family the employee will be granted five (5) consecutive calendar days immediately following the death without loss of regular pay. Immediate family means father, mother, husband, wife, grandparent or grandchild, common-law spouse, brother, sister, son, daughter, step-parents and foster parents, stepchild and foster child **and mother-in-law and father-in-law** of the employee. The employee may defer **one or more of these** bereavement leave days **up to and including** the day of the funeral or memorial service. Subject to operational requirements, where the death occurs during an employee's shift after the employee has reported to work, the employee will be granted the remainder of that shift off and their five (5) consecutive calendar day bereavement leave will commence on the following day.
- (b) Employees shall be granted two (2) calendar days immediately following the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt, uncle, niece or nephew, or the grandparents of the spouse of the employee. If those days are scheduled days of work, the employee shall be granted those days off without loss of regular pay. The employee may defer **one or both** bereavement leave days until the day of the funeral **or memorial service**.
- (c) **Relationships referred to in Article 21.01 (a) and (b) will only be considered in cases where it is a current relationship at the time the benefit is claimed. For clarity, in Article 21.01 (a) and (b), "mother-in-law or father-in-law" means the parent of the employee's spouse, "brother-in-law or sister-in-law" means the spouse of the employee's sibling and "niece" or "nephew" means a child of an employee's sibling and "aunt" or "uncle" means the sibling of an employee's father or mother.**
- (d) **An employee who wishes to defer bereavement leave days as provided in Article 21 (a) and (b) must give the Employer written notice of intention to do so at the time of the death.**



21.02 Employees on any leave of absence or other leave, except vacation are not eligible for bereavement leave.

## **ARTICLE 22 - SICK LEAVE\***

- 22.01\*(a) Sick leave is an indemnity benefit and not an acquired right. An employee is entitled to receive sick leave with pay when the employee is unable to perform their duties and provided proper medical certificates are presented to the Employer, upon request. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and provided the employee has sufficient sick leave credits.
- (b) The Employer reserves the right to require any employee claiming paid sick leave to produce evidence of illness satisfactory to the Employer. Where the proof of illness provided is not acceptable to the Employer, the Employer will provide the names of three (3) alternate medical practitioners acceptable to the Employer.
- (c) **The Employer shall ensure that all medical information relating to an employee is maintained in a confidential manner.**

22.02 Employees accumulate sick leave at the rate of twelve (12) hours per one hundred and seventy-three (173) regular hours paid, up to a maximum accumulation of one hundred and forty-four (144) hours in a calendar year and to a maximum accumulation of six hundred and ninety (690) hours.

22.03 An employee is entitled to receive sick leave with pay provided the employee is unable to perform her duties in accordance with Article 22.01 and the employee satisfies the Employer of her condition in a manner and on whatever occasion as may be determined by the Employer and provided the employee has the necessary sick leave credits.

### 22.04 Leave for Family Illness, Personal Medical and Dental Preventative Care

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of forty (40) hours per annum (prorated for part-time employees based on the regular hours paid in the previous calendar year) debited against sick leave credits in order to :

- (a) engage in and facilitate the employee's personal preventative medical or dental care; provided that the employee has made every reasonable effort to schedule such care on scheduled days off or, where this is not possible,

to schedule the care so as to minimize the amount of absent time required, or

- (b) attend to an illness or an accident affecting a member of the employee's immediately family (i.e. spouse, son, daughter or parent).

22.05 An employee is not entitled to receive sick leave when the employee is on vacation except as provided under Article 22.11, holiday, a leave of absence, workers' compensation or any other leave specified in this Agreement.

22.06 An employee may be denied sick leave if the employee fails to properly notify the Employer of her absence.

22.07\* Sick leave not taken for one (1) full calendar year entitles full-time employees to one (1) paid day off during the following calendar year. Part-time employees shall be entitled to this benefit on a pro rata basis, based upon actual hours worked in the preceding calendar year. **Such payment shall be deposited in the employee's lieu bank by April 1<sup>st</sup> following the year in which it was earned.**

22.08 Where an employee is required to submit detailed medical certificates or reports (excluding routine medical certificates which may be required under Article 22.01), or where an examination is required, the Employer shall pay the employee's wages (on a straight time basis) and benefits for time spent in such examination and direct that the bill for such certificate, report or examination be forwarded directly to the Employer or, where such direct billing is not possible, the Employer shall reimburse the employee for the full costs of any such examinations, medical certification forms, or reports.

22.09 Employees who suffer a workplace injury for which Workers' Compensation benefits would otherwise be payable, shall suffer no loss of pay or benefits for the balance of the shift on which the injury occurred.

#### 22.10 Workers' Compensation\*

- (a) In the event an employee is unable to work as a result of a compensable accident, the Employer will pay the employee sick leave to a maximum of that person's likely workers' compensation benefits if that person has sufficient sick leave credits. If the employee receives workers' compensation benefits, the employee shall immediately compensate the Employer for such payment and by doing so replenish the employee's sick leave bank to that extent.

- (b) Where an employee is compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement equal to the difference between the earnings replacement benefit received from the Workers'

Compensation Board and the employee's net pre-accident regular bi-weekly pay. It is the intent of the parties that in no circumstances shall the employee receive an increase in income as a result of this Article. When this 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.

- (c) The Employer shall maintain a record of reported injuries on duty in the employee's personnel file.
- (d) **Subject to the eligibility requirements of the plans, employees shall continue to participate in the group insurance plan by contributing his/her share of the plan premiums for a period of six (6) months from the date of injury. Subject to eligibility requirements following expiration of this six (6) month period, employees may choose to continue to participate in the plan by paying one hundred percent (100%) of the premiums. Failure by the employee to pay his/her required premiums when due will result in cancellation of his/her participation in the plans.**

#### 22.11 Illness During Vacation

Where an employee becomes ill for three (3) days or more during a period of vacation, and that illness is supported by a medical certificate satisfactory to the Employer, the employee may, at her request, have the period of illness debited against her accumulated sick leave credits and have the equivalent vacation leave credits reinstated.

### **ARTICLE 23 - PROBATIONARY PERIOD**

23.01 A newly hired employee shall be on probation for a period of at least four hundred eighty (480) hours actually worked from the employee's first day of employment or four (4) months, whichever is greater.

23.02 Probationary employees shall have no seniority rights during the probationary period.

23.03 At the conclusion of the probationary period, an employee's seniority will revert back to the employee's most recent date of hire and shall be calculated in the manner provided for in Article 1.01 (n) of this Agreement. Unless the Collective Agreement provides otherwise, a probationary employee shall be entitled to all rights and benefits under this Agreement.

#### 23.04 Notice of Improvement Requirements

The Employer shall provide a probationary employee with input and feedback in order to give the probationary employee an opportunity to meet the appropriate expectations of their position.

### **ARTICLE 24 - DISCHARGE, SUSPENSION AND DISCIPLINE\***

24.01\* Notwithstanding anything contained in this Agreement, a probationary employee may be dismissed at any time by the Employer for any reason. The employee's **access** to the grievance or arbitration procedure with respect to the dismissal **shall be restricted to the issue of whether the Employer's decision to terminate was arbitrary, discriminatory or in bad faith.**

24.02 The Employer reserves the right to discipline, suspend or discharge employees for just cause.

24.03 An employee (and, at the employee's option, the Union Steward) shall have the right to review her personnel file, at a time mutually agreed upon by the Employer and the employee.

24.04 An employee has the right to have a Steward present when the Employer communicates any disciplinary decision to the employee.

24.05\* In the event that the Employer disciplines an employee, the employee shall be notified in writing of the disciplinary decision and a copy shall be provided to the Union. **If this is not done, the disciplinary action take shall not be void, but the time limits under Article 8 for commencing a grievance shall not commence until such written notice is given.**

24.06\* Records of disciplinary action will be removed from an employee's file, **and is not introduced as evidence in any subsequent proceeding against the employee**, after a period of more than 3 years except where there have been intervening infractions **of a similar nature** by such employee.

### **ARTICLE 25 - NEW JOB CLASSIFICATIONS**

25.01 The rate of pay for any position in the Bargaining Unit not covered by Appendix "A" which may be established during the life of this Agreement, may be subject to discussions between the Employer and the Union within thirty (30) calendar days of the filling of the position. If the parties are unable to agree on the rate of pay for the new position, the rate set by the Employer shall remain in effect until a

new Collective Agreement comes into force. Any rate agreed upon, or failing agreement, the rate set by the Employer, shall be retroactive to the employee's date of assuming the new position.

## **ARTICLE 26 – BENEFIT PLANS\***

### 26.01 Group Health Benefit Plan

The Employer shall continue to cost-share premiums for coverage under the group health benefit plan including AD&D, life insurance, medical and dental coverage and LTD with those employees who are covered by the plan on the basis of 65% Employer paid and 35% employee paid.

### 26.02\* Pension Plan\*

**The Employer will continue to participate with employees in the NSHEPP Pension Plan. Subject to the eligibility provisions of the plan, it is a condition of employment that existing employees who are members of the plan shall remain members of this pension plan and that all new hires join and remain members of the pension plan.**

## **ARTICLE 27 - MISCELLANEOUS CONDITIONS**

27.01 The Employer shall provide a bulletin board accessible to employees upon which the Union may post notices of meetings and such other notices as may be of interest to the employees.

27.02 All correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Employer's Administrator and the Recording Secretary, or President of the Union, or her designate.

27.03 All such correspondence shall be sent by registered mail or hand delivered.

27.04 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the rest of the Agreement shall remain in effect.

27.05 The parties shall split the costs equally of any room rental and agreed joint meal expenses and refreshments incurred during collective bargaining.

#### 27.06 Provision of Protective Clothing

- (a) The Employer shall pay up to \$50.00 per year to maintenance staff for safety footwear upon the presentation of a receipt for the purchase of same.
- (b) The Employer will provide personal care gloves, protective aprons and other materials and equipment the Employer determines is needed to carry out job tasks.

#### 27.07 Training and Upgrading

Except where new employees are required to undertake training at their own cost as a condition of their being hired, where the Employer requires an employee to take training or upgrading, the Employer shall pay the full cost of training or upgrading, including required materials/books. Time spent in such training or upgrading shall be considered time worked.

### **ARTICLE 28 - DURATION OF AGREEMENT**

- 28.01 Wages shall be effective on the dates specified in Appendix "A". Except where indicated otherwise herein, all other benefits and provisions (including new or altered premium provisions) of this Agreement shall be binding and remain in effect from **November 1, 2010 until October 31, 2015** and thereafter from year to year unless or until either party gives written notice to bargain during the three (3) month period preceding the date of its termination.
- 28.02 Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer written notice within thirty (30) days of the signing of this Agreement.



**APPENDIX “A” – WAGES\***

**EVERGREEN HOME FOR SPECIAL CARE  
AND  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 27**

Classification	Expired Rate Hourly	Expired Rate Annual	% Increase: 1.00%		% Increase: 1.00%		% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%		
			Nov.01-10 Hourly	Nov.01-10 Annual	Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual	Nov.01-14 Hourly	Nov.01-14 Annual	
<b>Nutrition Services Worker</b>	Regular Rate	\$14.06	\$29,236	\$14.20	\$29,528	\$14.34	\$29,823	\$14.62	\$30,420	\$14.99	\$31,180	\$15.44	\$32,116
<b>Environmental Services</b>													
<b>Maintenance I</b>	Regular Rate	\$17.59	\$36,595	\$17.77	\$36,961	\$17.95	\$37,331	\$18.31	\$38,078	\$18.76	\$39,029	\$19.33	\$40,200
<b>Maintenance II</b>	Regular Rate	\$18.16	\$37,779	\$18.34	\$38,157	\$18.53	\$38,538	\$18.90	\$39,309	\$19.37	\$40,292	\$19.95	\$41,501
<b>Cook</b>	Regular Rate	\$17.59	\$36,593	\$17.77	\$36,959	\$17.95	\$37,329	\$18.31	\$38,075	\$18.76	\$39,027	\$19.33	\$40,198
<b>Journeyman Cook</b>	Regular Rate	\$18.06	\$37,555	\$18.24	\$37,930	\$18.42	\$38,309	\$18.79	\$39,076	\$19.26	\$40,052	\$19.83	\$41,254



Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 1.00%		% Increase: 1.00%		% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%		
				Nov.01-10 Hourly	Nov.01-10 Annual	Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual	Nov.01-14 Hourly	Nov.01-14 Annual	
<b>Personal Care Worker /CCA ( with Course)</b>	Start	\$15.15	\$31,512	\$15.30	\$31,827	\$15.45	\$32,145	\$15.76	\$32,788	\$16.16	\$33,608	\$16.64	\$34,616	
	After 1 Year	\$15.46	\$32,147	\$15.61	\$32,468	\$15.77	\$32,793	\$16.09	\$33,449	\$16.49	\$34,285	\$16.98	\$35,314	
	<b>Recreation Planner (with PCW/CCA Certificate)</b>	After 2 Years	\$15.76	\$32,781	\$15.92	\$33,109	\$16.08	\$33,440	\$16.40	\$34,109	\$16.81	\$34,961	\$17.31	\$36,010
	After 3 Years	\$16.05	\$33,393	\$16.21	\$33,727	\$16.37	\$34,064	\$16.70	\$34,745	\$17.12	\$35,614	\$17.63	\$36,683	
	After 4 Years	\$16.36	\$34,027	\$16.52	\$34,367	\$16.69	\$34,711	\$17.02	\$35,405	\$17.45	\$36,290	\$17.97	\$37,379	
<b>Recreation Planner w/o PCW/CCA Certificate</b>	Regular Rate	\$15.05	\$31,297	\$15.20	\$31,610	\$15.35	\$31,926	\$15.66	\$32,565	\$16.05	\$33,379	\$16.53	\$34,380	
<b>LPN</b>	Start	\$20.13	\$41,879	\$20.33	\$42,298	\$20.53	\$42,721	\$20.95	\$43,575	\$21.47	\$44,665	\$22.11	\$46,004	
	After 1 Year	\$20.60	\$42,838	\$20.81	\$43,266	\$21.01	\$43,699	\$21.43	\$44,573	\$21.97	\$45,687	\$22.63	\$47,058	
	After 2 Years	\$21.04	\$43,764	\$21.25	\$44,202	\$21.46	\$44,644	\$21.89	\$45,537	\$22.44	\$46,675	\$23.11	\$48,075	
	After 3 Years	\$21.62	\$44,977	\$21.84	\$45,427	\$22.05	\$45,881	\$22.50	\$46,799	\$23.06	\$47,969	\$23.75	\$49,408	
<b>Physio Aide with LPN Certification</b>	Regular Rate	\$20.39	\$42,419	\$20.60	\$42,844	\$20.80	\$43,272	\$21.22	\$44,137	\$21.75	\$45,241	\$22.40	\$46,598	

**APPENDIX "B"**  
**PART-TIME EMPLOYEES - AVAILABILITY FORM**

**Evergreen NSGEU Collective Agreement**

Name: \_\_\_\_\_ Dept: \_\_\_\_\_

Position: \_\_\_\_\_

Article 15.11 (b) requires each Part-Time Employee to indicate his/her availability and willingness to perform extra shifts for the Employer. Please complete the following and enter the number of Additional shifts and Relief Shifts where applicable.

A. My designated shifts are \_\_\_\_\_ per pay period.

B. I am willing and available to work \_\_\_\_\_ Additional Scheduled Shifts per pay period.

Total Designated Shifts plus Available Additional Shifts per pay period equal A plus B \_\_\_\_\_.

C. \_\_\_\_\_ (Yes or No) After the posted schedule I am available for Relief Shifts.

If you are interested in working relief shifts but you have restrictions on your availability, please discuss these restrictions with your Department Head or Designate\_who will determine whether the Employer will accommodate these restrictions.

I understand my Employer can assign me to work the hours set out in Sections A, **and** B, at straight time rates except where overtime is required as per Article 15.11 (a).

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

Changes to availability will not be abused.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**LPN Change of Shift Schedule/Department Assignment**

**Evergreen Home for Special Care  
And  
Nova Scotia Government and General Employees Union, Local 27**

**WHEREAS** it is an operational requirement of the Employer that there be sufficient LPN staffing coverage for both the Seniors' and the Children's Departments;

**AND WHEREAS** the parties acknowledge and agree that this requirement is not always being met;

**THEREFORE** in order to meet this operational requirement the parties agree as follows:

1. The Employer shall request expressions of interest from current LPNs to work and be assigned to shifts in both the Seniors' and Children's Departments regardless of their current assignments;
2. In the event that after the calling of expressions of interest referred to in paragraph 1 of this Memorandum of Agreement there is not sufficient LPN staffing to fill shifts in either the Seniors' Department or the Children's Department, the Employer may assign LPNs in reverse order of seniority from one department to the other in order to fill the shifts regardless of their current assignment;
3. All new hire LPNs will be required to work and will be assigned to shifts in both the Seniors' and Children's Departments.
4. The Employer will provide these LPNs with such departmental orientation as deemed appropriate on an individual basis, with time spent at orientation paid at the regular rate of pay.

**Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2013.**

**Signed on Behalf of Evergreen Home for Special Care**

\_\_\_\_\_

**Signed on Behalf of Nova Scotia Government and General Employees Union**

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**CCA and PCW Change of Shift Schedule/Department Assignment**

**Evergreen Home for Special Care  
And  
Nova Scotia Government and General Employees Union, Local 27**

**WHEREAS** it is an operational requirement of the Employer that there be sufficient CCA and PCW staffing coverage for both the Seniors' and the Children's Departments;

**AND WHEREAS** the parties acknowledge and agree that this requirement is not always being met;

**THEREFORE** in order to meet this operational requirement the parties agree as follows:

1. The Employer shall request expressions of interest from current CCAs and PCWs to work and be assigned to shifts in both the Seniors' and Children's Departments regardless of their current assignments;
2. In the event that after the calling of expressions of interest referred to in paragraph 1 of this Memorandum of Agreement there is not sufficient CCA and PCW staffing to fill shifts in either the Seniors' Department or the Children's Department, the Employer may assign CCAs and PCWs in reverse order of seniority from one department to the other in order to fill the shifts regardless of their current assignment;
3. All new hire CCAs and PCWs will be required to work and will be assigned to shifts in both the Seniors' and Children's Departments.
4. The Employer will provide these CCAs and PCWs with such departmental orientation as deemed appropriate on an individual basis, with time spent at orientation paid at the regular rate of pay.

**Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2013.**

**Signed on Behalf of Evergreen Home for Special Care**

\_\_\_\_\_

**Signed on Behalf of Nova Scotia Government and General Employees Union**

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Cindy Beaman**

**Evergreen Home for Special Care  
And  
Nova Scotia Government and General Employees Union, Local 27**

**Whereas** Cindy Beaman was, by Memorandum of Agreement dated October 16, 2006, given a wage adjustment beyond that provided under the Collective Agreement for her classification of Recreation Planner without PCW/CCA Certificate.

**And Whereas** the Employer and the Union have entered into a new Collective Agreement with the term November 1, 2010 to October 31, 2015 (the "Collective Agreement") and have reached agreement on applicable pay rates for Cindy Beaman under the Collective Agreement.

The Employer and the Union agrees as follows:

Notwithstanding that Cindy Beaman does not have a PCW/CCA Certificate, the Employer agrees to pay Cindy Beaman at the same rate as the Recreation Planner with PCW/CCA Certificate on the same effective date as those provided for that classification under the Collective Agreement.

The Union agrees that any new employees hired as a Recreation Planner without PCW/CCA Certificate during the term of the Collective Agreement shall be paid the rate for that classification set out in the Appendix "A" to the Collective Agreement.

**Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2013.**

**Signed on Behalf of Evergreen Home for Special Care**

\_\_\_\_\_

**Signed on Behalf of Nova Scotia Government and General Employees Union**

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Noella Woods**

**Evergreen Home for Special Care  
And  
Nova Scotia Government and General Employees Union, Local 27**

**Whereas** it has been determined that the work of a Physio Aide does not required LPN certification,

The Employer and the Union agree that:

1. Notwithstanding that the position does not require LPN certification, the Employer will maintain Noella Woods, the present incumbent in the classification of Physio Aide with LPN Certification at the same rate as Licensed Practical Nurse on the same effective dates as those provided for the LPN classification during the term of this Collective Agreement.
2. If/when Noella Woods, the present incumbent leaves the position of Physio Aide with LPN Certification, the classification will be renamed, the duties of the position reviewed and an appropriate pay rate established in accordance with Article 25.01 of the Collective Agreement between the Employer and the Union.

**Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2013.**

**Signed on Behalf of Evergreen Home for Special Care**

\_\_\_\_\_

**Signed on Behalf of Nova Scotia Government and General Employees Union**

\_\_\_\_\_