

# **COLLECTIVE AGREEMENT**

BETWEEN:

**Musquodoboit Valley Home for Special Care Association  
(Braeside)**

(Hereinafter called the "Employer")

(Party Of the First Part)

- *AND* -

**Nova Scotia Government and General Employees Union  
Local 28**

(Hereinafter called the "Union")

(Party Of the Second Part)

November 1, 2009 – October 31, 2015

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

**ARTICLE 1 – PREAMBLE\***

1.01 Both parties to this Agreement recognize that:

- (a) the common object of the Employer and employees is the rendering of the highest standard of care possible to the residents of the Home within the bounds of resources available;
- (b) a relationship of goodwill, respect and dignity is essential between the Employer, the employees and the residents;
- (c) at all times and under all circumstances the primary, chief and main consideration of the parties is the welfare of the residents;
- (d) in the implementation of this Agreement due consideration must be given to the interest of all parties directly or indirectly affected or concerned;
- (e) the ultimate goal of the parties is to provide a comfortable and happy home for residents, a work place where there is professionalism, mutual respect and a peaceful and cooperative atmosphere.

1.02\* For the purposes of this Agreement:

- (a) “day” - unless otherwise specified shall mean working day (defined below);
- (b) “employee” - means an employee employed by the Employer in the bargaining unit;
- (c) “Employer” - means the Musquodoboit Valley Home for Special Care Association;
- (d) “Home” - means the Musquodoboit Valley Home for Special Care owned and operated by the Musquodoboit Valley Home for Special Care Association;
- (e) **“Service” means the length of continuous employment dating from the last date of hire within the bargaining unit.**
- (f) “Union” – means the **Nova Scotia Government and General Employees Union;**
- (g) “working day”- means days exclusive of Saturday or Sunday or holidays.

1.03 Throughout this Agreement, the masculine includes the feminine and the plural includes the singular, and vice versa as the context may require.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer has the exclusive right to manage the affairs of the Home and to direct the workforce so as to give the highest possible standard of service and care to the residents.

2.02 Without limiting the generality of the foregoing, the Employer has the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire, determine qualifications, assign work, promote, demote, transfer, discipline, suspend, layoff or discharge any employee covered by this Agreement;
- (c) determine the nature of the work to be performed, the standard and quality of care to be provided, the schedules of work and the methods and procedures to be used.
- (d) study or introduce 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.

## **ARTICLE 3 – RECOGNITION\***

3.01\* The Employer recognizes the **Nova Scotia Government and General Employees Union**, Dartmouth, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time regular part-time, **temporary** employees working as Personal Care Workers, Continuing Care Assistants, Housekeepers and Activity Workers of Musquodoboit Valley Home for Special Care (Braeside), Middle Musquodoboit, Nova Scotia but excluding Licensed Practical Nurses and Registered Nurses and those persons excluded by Paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which conflicts with the terms of the Collective Agreement.

3.03 This Agreement applies to only full-time and regular part-time employees (the latter as set out in Article 3.05) and temporary employees with the exception of grant paid employees. It does not apply to casual employees.

3.04 **Definitions\***

- (a) **“Full-Time Employee”** means one who is regularly scheduled to work seventy-five (75) hours per bi-weekly pay period in a permanent position.
- (b)\* A **regular part-time employee** means one who is employed on a regular scheduled basis or regular flex basis but who works less than the hours scheduled for a full-time employee. **Part-time employees shall be entitled to all the benefits of the Collective Agreement pro-rated on the basis of hours worked, except as otherwise provided herein.**
- (c)\* A **casual employee** means one who is employed on an occasional but non-regularly scheduled basis; casual employees normally work when full-time and/or part-time employees are absent from work due to illness, vacation, Union business, bereavement leave, statutory holidays, or in cases of emergencies or other unforeseen circumstances. **A casual employee is not a member of the bargaining unit. A casual employee who has regularly worked more than thirty-seven and one-half (37.5) hours per pay period for at least eight (8) consecutive pay periods shall be considered a bargaining unit employee the day following the end of such eight (8) week pay period.**
- (d)\*
  - (i) A **temporary employee** means one who is employed for a definite period of time (based upon a specific date or event). The Collective Agreement applies to temporary employees except that grant-paid employees are not covered under this Agreement. At the conclusion of the temporary assignment, the employee shall forfeit all benefits except for seniority.
  - (ii) **Notwithstanding (d)(i), should the employment relationship change from temporary to regular without a break in employment, the seniority date shall be the most recent date on which the employee began working in the temporary position.**

**ARTICLE 4 - NO DISCRIMINATION\***

- 4.01 The Parties agree that there will be no discrimination with respect to any employee by reason of membership or activity in the Union.
- 4.02 Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds set out in the *Human Rights Act* of Nova Scotia.
- 4.03 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 Bully Free policies.**

#### **ARTICLE 5 - UNION SECURITY AND ACTIVITY**

- 5.01 As a condition of employment, all employees who are now members of the Union shall remain members of the Union and after the date of signing this Collective Agreement all new employees shall become members of the Union upon the completion of their probationary period.
- 5.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES\***

- 6.01 In accordance with Article 5.01, the Employer shall deduct from each member employee's wages all dues, initiation fees or assessments levied by the Union on its members.
- 6.02\* Monies deducted from wages pursuant to Article 6.01 shall be deducted from every payroll and shall be forwarded to the **Union** no later than the 15<sup>th</sup> day of the following month accompanied by a list of names from whose earnings the deductions have been made. **The list shall include the name of any newly hired employee, date of hire and position.**
- 6.03 At the same time that income tax (T4) slips are made available, the Employer shall include on the slip the amount of Union dues paid by each employee in the previous year.

6.04 The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands and liabilities in respect of action taken against Employer by the employee for the purpose of complying with the provisions of this Article.

#### ***ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES\****

7.01\* The Employer shall acquaint new employees with the fact that a Collective Agreement is in force and with the conditions of employment set out in Articles 5 and 6. **The Union will provide the Employer with copies of the current collective agreement for distribution to bargaining unit members.**

7.02\* **A Union Steward shall be given the opportunity to meet each new bargaining unit member during regular working hours, without loss of pay and with no additional cost to the Employer, for a maximum of fifteen (15) minutes. Such time shall be arranged between the Steward and his/her Supervisor.**

#### ***ARTICLE 8 – CORRESPONDENCE\****

8.01\* All correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Employer's Health Services Director or his/her designate and the **Employee Relations Officer (ERO)** or his/her designate.

8.02 All such correspondence shall be sent by facsimile transmission, registered mail, e-mail or personal delivery.

#### ***ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE\****

9.01 The Employer and the Union shall establish a Labour Management Committee made up of not more than three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.

9.02 The purpose of the Committee is to foster good communication and effective working relationships between the parties and a spirit of cooperation and goodwill within the Home. The Committee does not discuss matters or issues related to outstanding grievances. The Committee shall concern itself with the following general matters:



- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending service to the residents and their families.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions or working conditions and service.
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Other agreed matters of mutual concern.

9.03 The Committee shall not have any powers to add to, modify or, amend this Collective Agreement or with respect to its administration. The Committee shall not supercede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.04\* The Committee shall meet on a designated day every three (3) months or on such other occasions as are mutually agreed for the purpose of hearing problems which may arise from time to time. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) working days prior to the meeting. **Employee representatives** on duty at the time of such a meeting shall not lose any pay while attending. **Employee representatives** off duty at the time of such meeting shall be compensated at the straight time rate for all time spent at the meeting, to be taken at a time mutually agreed. It is agreed that the Labour Management Committee meetings shall not last longer than one (1) hour, **unless mutually agreed otherwise.**

9.05 Minutes of each meeting of the Committee shall be prepared by the Chairperson who presided over the meeting (or his designate) and distributed by him to the members of the Committee within two (2) weeks from the date of the meeting. At the next regular meeting, the minutes will be approved, with any errors or omissions corrected and then signed by both parties.

## **ARTICLE 10 - UNION REPRESENTATION\***

- 10.01 The Union may appoint a Collective Bargaining Committee which shall consist of not more than three (3) Union members. The Employer shall be advised of the names of the Committee members prior to the commencement of negotiations.
- 10.02\* The Union shall not be prevented by the Employer from having the assistance of a representative from the **Nova Scotia Government and General Employees Union** when meeting with the Employer as required in the grievance procedure. The **NSGEU** representative may have access to the Employer premises with prior approval of the Employer, which approval will not be unreasonably withheld.
- 10.03 The Employer shall be provided with a written list of all Union officers and their terms in office and shall be immediately advised of any changes to that list.
- 10.04\* The Employer acknowledges the right of the Union to appoint or otherwise select stewards. Only one (1) steward at a time shall carry out steward duties with respect to a particular matter or issue. The names and addresses of the stewards shall be given to the Employer in writing immediately upon their appointment or selection. The Employer shall be notified immediately of any changes in the list of stewards.
- 10.05 Any representative of the Union on the bargaining committee, to a maximum of three (3) members who is in the employ of the Employer, shall have the right to attend bargaining meetings held within working hours without loss of regular pay.

#### ***ARTICLE 11 - GRIEVANCE PROCEDURE\****

- 11.01 Any matter may be the subject of a grievance when it is a 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.
- 11.02 **Employee Grievances\***

Employee grievances shall be processed in the following manner:

### **Step 1**

The employee accompanied by a Union steward, if desired, shall discuss the matter complained of with the employee's Department Head or designate and another non-bargaining unit person (if the Department Head or designate so wishes) within **ten (10) working** days of the initial occurrence of the event giving rise to the grievance. The Department Head (or the designate as the case may be) shall render a decision within ten (10) **working** days of hearing the matter.

### **Step 2**

Failing a satisfactory settlement at Step 1, **Union** shall submit the grievance in writing to the Health Services Manager or designate. The grievance must be submitted within **ten (10) working** days of the response of the Employer at Step 1. The grievance shall bear the signature of the employee and shall state the sections(s) of the Agreement in question and any relief sought. The Health Services Manager (or the designate as the case may be) shall reply in writing to the grievance within ten (10) **working** days from the date upon which it was received.

### **Step 3**

Failing a satisfactory settlement within **ten (10) working** days of receiving the response of the Health Services Manager at Step 2, the grievance shall be submitted in writing to the Health Services Director or designate, along with any responses received.

Within ten (10) **working** days of receipt of the grievance **or at such other time as mutually agreed**, the Health Services Director shall arrange and hold a meeting with the employee concerned and his Union representative and any non-bargaining unit persons whom the Health Services Director considers appropriate to discuss the grievance.

Within ten (10) **working** days of that meeting, the Health Services Director shall reply in writing to the grievance.

### **Suspension and Discharge\***

**Where an employee is discharged and a grievance is to be filed, the grievance shall be filed at Step 3 of the grievance procedure.**

#### **Step 4**

Failing a satisfactory settlement within **twenty-five (25) working** days of the written response of the Health Services Director at Step 3, the Union may refer the grievance to Arbitration pursuant to Article 12.

#### **11.03 Union or Employer Policy Grievance\***

- (a) Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation) by one or the other party directly to the Health Services Director (**with a copy to the Health Services Manager**) or the **Union's Employee Relations Officer** as the case may be within **fifteen (15) working** days of 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 12.
- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall normally be reserved for grievances of a policy or 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.

**11.04** It is understood that each Shop Steward has his regular work to perform on behalf of the Employer. Notwithstanding this and subject to operational requirements, if it is necessary to process a grievance during working hours, a Shop Steward will do so as expeditiously as possible and will not leave his job without giving an explanation for leaving and obtaining the appropriate management supervisor's permission. The Shop Steward shall report back to his supervisor before resuming the normal duties of his position.

#### **11.05 Time Limits\***

**The time limits for the initial filing of a grievance are mandatory. Other time limits are directory. Time limits under the Grievance procedure may be extended by mutual agreement.**

### ***ARTICLE 12 – ARBITRATION\****

**12.01\*** Prior to proceeding to arbitration the parties may jointly agree to utilize mediation, as agreed to between the Employer and the Union. It is agreed that if voluntary mediation is utilized neither party shall be deemed to have

**waived its right to proceed to arbitration unless the parties agree that the voluntary mediation recommendation shall be binding upon both parties.**

- 12.02\* No matter may be submitted to arbitration unless the grievance procedure **has** been complied with, unless the parties have otherwise mutually agreed.
- 12.03\* **If** the Union or the Employer, as the case may be, refers the grievance to arbitration **it** must notify the other party of its intention in writing by facsimile, registered mail, e-mail or personal delivery.
- 12.04 In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.
- 12.05 The Arbitrator shall render a decision as expeditiously as possible but in any event no later than one (1) month from the date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 12.06\*The decision of the Arbitrator shall be final and binding on the parties to the hearing.**
- 12.07 As provided by Section 42 of the *Trade Union Act* of Nova Scotia, the arbitration award shall be final, binding and enforceable on all parties.
- 12.08 The Arbitrator shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.
- 12.09 Each of the parties to the grievance shall share equally any costs not assumed by the Department of Environment and Labour and Workforce Development for the fees and expenses of the Arbitrator.

### **ARTICLE 13 – PROBATION, DISCIPLINE, & DISCHARGE\***

#### 13.01 **Probationary Employee\***

- (a) A newly hired employee shall be on probation for a period of 495 hours worked from the date of hire. A probationary employee shall have no seniority rights during the probationary period **but upon successful completion of the probationary period, the employee’s seniority date shall be the original date of hire. This probationary period may be extended by the Employer with the consent of the Union.**
- (b) **The Employer may terminate a probationary employee at any time for any reason. Access to the grievance procedure and an arbitrator’s jurisdiction in any grievance relating to the termination of a**

**probationary employee shall be restricted to the issue of whether the Employer's exercise of the decision to terminate was arbitrary, discriminatory or in bad faith.**

**(c) During the probationary period, the Employer shall provide a probationary employee with input and feedback in order to give the probationary employee an opportunity to meet the expectations of the position**

**(d) A previous regular employee who resigned and who is re-employed in the same classification within three (3) months from the date of such resignation shall not be required to undergo a second probationary period.**

13.02\* The Employer **has** the right to discipline, suspend or discharge employees for just cause.

13.03 Prior to the imposition of discipline or discharge, the employee shall be notified and shall have the right to have a Steward or Union representative present. The employee shall be given the reason for the discipline or discharge in the presence of the Steward or Union representative. The employee and the Union shall be notified within five (5) days, in writing, of the reason(s) for such discipline or discharge. In an emergency situation or where an employee, employer or client is in jeopardy, there shall be no undue delay in disciplinary actions because of unavailability of a Steward or Union representative.

13.04 An employee shall have the right to have access to and review his/her personnel file at a time mutually agreed upon by the parties.

13.05\* The record of an employee shall not be used against the employee at any time after eighteen (18) months (excluding alcohol, drug, theft, sexual harassment or resident abuse) following a disciplinary action, other than suspension, including letters of reprimand or any adverse reports unless there is a recurrence. The time period for suspensions shall be twenty-four (24) months **(excluding alcohol, drug, theft, sexual harassment, or resident abuse)**.

**13.06\* The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action against an employee any document from the file of an employee of which the employee was not made aware of at the time of filing.**

## **ARTICLE 14 – SENIORITY\***

- 14.01 Seniority is defined as an employee's length of service with the Employer from the last date of hire into a bargaining unit position.
- 14.02 Seniority shall operate on a bargaining unit wide basis.
- 14.03 The Employer shall maintain a seniority list showing the date upon which an employee's service with the Employer commenced. When two or more employees commenced work on the same day, the Union will supply to the Employer the order in which the said employees are to be placed on the seniority list. An up-to-date seniority list shall be posted on the Union bulletin board(s) by January 31<sup>st</sup> of each year. The list shall be posted for a period of thirty (30) days during which time any objections as to the accuracy of the list shall be forwarded to the Employer in writing. If no objections are received during that time, the list shall be deemed to be accurate and the Employer shall rely on the posted list.
- 14.04 A probationary employee shall have no seniority rights during his/her probationary period. At the conclusion of the probationary period, an employee's seniority will revert back to his hiring date. Unless the Collective Agreement provides otherwise, a probationary employee shall not be entitled to any rights and benefits under this Agreement.
- 14.05\* An employee shall not lose seniority rights if he is absent from work because of sickness, disability, accident, lay-off up to one (1) year, or leave of absence approved by the Employer. An employee shall only lose seniority rights in the event that:
- (a)\* he resigns; **and doesn't revoke his resignation within twenty-four (24) hours of the time it was submitted to the Employer;**
  - (b) he is discharged for just cause and not reinstated;
  - (c) he is laid off for a period of more than one (1) year without recall to a bargaining unit position;
  - (d) he is absent from work for more than three (3) consecutive scheduled work days without securing a leave of absence from the Employer when it was possible for the employee to secure such leave;
  - (e) he fails to return to work within five (5) days after recall notice is given to him personally or by registered mail or telegram to his last address on file with the Employer. It shall be a condition of possible future recall that all employees keep the Employer informed of their current mailing address and telephone number;

- (f) he fails to return to work following an approved leave of absence on the day set out when the leave was granted, unless he can satisfy the Employer that such return was not possible; or
- (g) he retires for any reason.

14.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. In the event that the employee is unsatisfactory in the new position at any time during a trial period of up to sixty (60) working days or if the employee finds himself unable to perform the duties of his new position, he shall be returned or may return himself to the bargaining unit where he shall be placed in his former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position (if any) and wage rate, without loss of seniority.

#### **ARTICLE 15 - JOB POSTING\***

15.01 When the Employer determines a vacancy exists and that the vacancy is to be filled, the Employer shall post notice of the position on bulletin board(s) for seven (7) working days. Any applicant from within the bargaining unit must make his written application within the seven (7) day period. The notice shall contain the nature of the vacant position, closing date, number of guaranteed hours, wage or salary rate, shifts and qualifications required.

15.02\* The Employer shall post any temporary vacancy pursuant to Article 15.01 which will be at least four (4) months or longer. Any vacancies created as a result of this posting shall be awarded to employees applying for the initial posted position in order of seniority. **Should any temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with the provisions of this Article.**

15.03 The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.



15.04\* In filling a vacancy in an existing or new position, the skill, qualifications, ability, of employees to immediately perform all the required functions of the work in question shall be the primary factors assessed and determined by the Employer; provided, however, that where all of those factors are determined by the Employer to be **relatively** equal, seniority will govern.

15.05\* The Employer shall not be prohibited from advertising for persons outside the bargaining unit for positions within the bargaining unit, **however, only those positions that cannot be filled by a bargaining unit applicant who meets the required qualifications, skill and abilities for the position shall be filled by an applicant outside the bargaining unit.**

15.06 The successful applicant shall be on a trial period of sixty (60) days worked. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if during the trial period such employee is unable to perform the duties of the new job or wishes to return to his former position, he shall be returned to his former position (if any) without loss in pay or seniority; any other employee promoted or transferred because of any rearrangement of positions within the bargaining unit shall be returned to his former positions (if any) without loss in pay or seniority.

15.07 Within seven (7) calendar days of the date of appointment to the new or vacant position, the name of the successful applicant shall be posted on bulletin board space referred to in Article 28.01.

**15.08\* Notwithstanding the above, the Employer may award the position to the most senior applicant from within the bargaining unit without conducting interviews.**

**15.09\* If the Employer does not intend to fill a vacancy, it shall notify a representative of the Union.**

#### **ARTICLE 16 - LAYOFF AND RECALL\***

16.01 An employee may be laid off because of a shortage of work, shortage of funds, or because of a discontinuance of a position or classification.

16.02\* Both parties recognize the job security shall increase in relation to length of service. In the event of layoffs, employees shall be laid off in reverse order of their seniority **provided that in the Employer's judgement the senior employees have the skills, ability and qualifications sufficient to perform the required work.**

### **16.03 Layoff Notice\***

- (a) **Forty (40) days notice shall be sent to the Union and the employee(s) who is/are to be laid off except as provided in (b) below and except for layoff which results from labour disputes or circumstances beyond the Employer's control in which cases as much notice as possible will be given.**
- (b) **The Employer shall provide eight (8) weeks notice if it lays off ten (10) or more employees within any period of four (4) weeks or less except for layoff which results from labour disputes or circumstances beyond the Employer's control in which cases as much notice as possible will be given.**
- (c) **Where notice is not given in accordance with (a) or (b) above, the employee shall receive pay in lieu for the amount of notice to which the employee is entitled.**

**16.04\*** Employees shall be recalled in order of their seniority, **provided that in the Employer's judgement the senior employees have the skills, ability and qualifications sufficient to perform the required work.**

**16.05** No new employee shall be hired to fill a permanent or temporary (i.e. for a designated period in excess of ten (10) consecutive working days) position until those laid off who have seniority have been given an opportunity for recall, provided they are in the Employer's judgement immediately able to fully and competently perform the work.

**16.06** Employees who are laid off will be placed in a priority position on the Employer's list of casual employees for his/her department.

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

**17.01** The normal hours of work and the duration of shifts shall be as at present, subject to the operational requirements of the Employer. The Employer agrees to provide employees with one month's notice of any change to their normal hours of work or the duration of their shifts (except in cases of emergency).

**17.02 (a)** Employees who work a seven point five (7.5) hour shift exclusive of one unpaid half hour meal period are entitled to two (2) fifteen (15) minute rest periods during their shift.

- (b) Employees who work an eleven point two-five (11.25) hour shift exclusive of forty-five (45) minutes of unpaid meal period(s) shall be entitled to three (3) fifteen (15) minute rest periods during their shift.
  - (c) Employees who work a six (6) hour shift are entitled to two (2) fifteen (15) minute rest periods during their shift.
  - (d) Employees who work a shift of four (4) hours or less are entitled to one (1) fifteen (15) minute rest period during their shift.
- 17.03\* (a) The Employer agrees to post work schedules one (1) month in advance of the month to be worked.
- (b) Notwithstanding the foregoing, the Employer also agrees to post summer schedule (June 15<sup>th</sup> to September 15<sup>th</sup> inclusive) by the 30<sup>th</sup> of May, based on all employee requests submitted in writing by April 1<sup>st</sup> of each year. The Employer further agrees to post the Christmas and New Year's Schedule by November 1<sup>st</sup> of each year.
  - (c)\* All schedules are subject to change based on the Employer's operational requirements, **however, if the Employer changes an employee's schedule within twenty-four (24) hours of the shift the employee shall be entitled to overtime compensation for that shift. The Employer must inform the employee of any change made to his/her schedule.**
- 17.04 Attendance at a minimum of three (3) monthly departmental staff meetings per year is expected. Employees on duty when monthly departmental meetings are held shall attend such meetings unless the Employer determines they are needed in their particular area of work. Off-duty employees shall be entitled to pay at the regular rate equal to the duration of such meetings or time off equal to the duration of such meetings, to be taken at a date mutually agreeable to the Employer and employee.
- 17.05 All employees covered by this Agreement shall receive two (2) consecutive days off each week unless it has been agreed otherwise between the Employer and the individual employee.
- 17.06\* The Employer shall make a reasonable effort to ensure that employees have 12 hours off between shifts.

### **17.07 Weekends Off\***

The Employer shall endeavour to provide employees with four (4) weekends off in an eight (8) week rotation unless mutually agreed otherwise between the Employer and the employee.

### **17.08 Rotation of Shifts\***

Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

17.09\* Any extra shifts that are available before time of posting of the schedule will be first assigned as per completed Part-time Availability Forms prior to the scheduling of casuals. After posting, allocation of additional shifts will be made to available part-time employees and casual employees on a rotational basis. The Employer will require those part-time employees who wish to work additional shifts to complete a Part-Time Availability Form. **An employee who wishes to change their availability shall submit a revised Form two (2) weeks in advance of the posting schedule date in Article 17.03.**

17.10 Provided forty-eight (48) hours advance notice in writing is given to the Long Term Care Coordinator or her designate and with the approval of the Long Term Care Coordinator or her designate, an employee may switch a scheduled shift with another employee where operational requirements permit and there is no increase in cost to the Employer.

## **ARTICLE 18 – OVERTIME\***

18.01\* Overtime is all time worked by an employee in excess of an employee's regular **scheduled shift** (**shift** to be eleven point two five (11.25) hour shifts or a minimum of seven point five (7.5) hours for all other shifts) and/or time worked in a bi-weekly pay period in excess of seventy-five (75) hours. Overtime must be authorized by the Supervisor in advance.

Notwithstanding this, it is agreed that the practice of an employee working eighty-two point five (82.5) hours in one pay period and sixty-seven point five (67.5) hours in the following pay period does not result in any overtime payment for the pay period in which the eighty-two point five (82.5) hours are worked.

18.02 An employee eligible for overtime shall be paid at the rate of time and one-half of his regular rate of pay for the overtime hours worked.

18.03 Notwithstanding Articles 18.01 and 18.02, if the Employer requires an employee to actually work additional hours in the event of a storm, the employee will be compensated in pay or in time off, whichever the employee chooses, at the rate of one and one-half times his/her regular rate of pay for the additional hours worked.

**18.04 Meal Allowance\***

**Where an Employee is required to work four (4) hours or more overtime as an extension to her regular shift, the Employee shall be provided with a meal from the hospital kitchen.**

**18.05 Computation of Overtime\***

**In computing overtime a period of thirty (30) minutes or less shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.**

**ARTICLE 19 – HOLIDAYS\***

**19.01 Recognized Holidays**

Employees will receive up to a maximum of eighty-two point five (82.5) hours of holiday credits per year. This represents the following eleven (11) holidays:

- |                                  |                  |
|----------------------------------|------------------|
| New Year's Day                   | Labour Day       |
| Good Friday                      | Remembrance Day  |
| Easter Sunday                    | Christmas Day    |
| Victoria Day                     | Boxing Day       |
| Canada Day                       | Thanksgiving Day |
| 1 <sup>st</sup> Monday in August |                  |

**19.02 Accumulation of Holiday Credits**

All employees accumulate one (1) hour of holiday credit for every twenty-three decimal six four (23.64) regular hours paid, regardless of whether the employee works on the holiday or not. Each employee will accumulate these credits in a holiday bank for future use in accordance with the following:

- (a) Employees shall not utilize holiday credits before the date of the holiday for which they are accumulated, unless approved by the Employer;
- (b) Employees utilizing their holiday credits shall take such time off at a time mutually agreed upon between the employee and the Employer prior to the end of the fiscal year in which the holiday fell. In the event that such time is not actually agreed by January 1<sup>st</sup> of the fiscal year, the Employer may schedule the time off in accordance with the operational needs of the Employer.

19.03 **Working on a Holiday\***

If an employee works on a holiday, in addition to accumulating holiday credits as set out in 19.02 above, the employee shall be paid one and one-half times (1.5X) his straight-time rate of pay for the hours worked on the holiday, **except that overtime shall be paid at two times (2) the employee's straight-time rate of pay for the overtime hours worked on Christmas Day or New Year's Day.**

19.04 **Employees Not Working on a Holiday**

For an employee who does not work on a holiday, the employee's accumulated holiday credits may be used on the day of the holiday or shall remain in the holiday bank for future use.

19.05 **Alternating Holidays – Christmas and New Year's\***

Christmas Day and New Year's Day holidays will be given to employees alternately year to year. Each employee shall receive either Christmas Day or New Year's Day off on the actual day of the holiday. **Subject to operational requirements, the Employer shall make every reasonable effort to provide the employee with one other day off contiguous to the Christmas Day or New Year's Day as the case may be.**

#### 19.06 Holidays While on Workers Compensation

Notwithstanding that employees accumulate holiday credits on the basis of regular hours paid, employees shall not accumulate holidays while receiving Workers' Compensation benefits, as set out in Article 21.10 of this Collective Agreement.

#### **ARTICLE 20 – VACATIONS\***

20.01 (a) Subject to Article 20.01(b), Employees shall earn an annual vacation leave with pay (prorated for part-time employees to their percentage of full-time equivalent) as follows:

- 1 – 5 years of continuous service three (3) weeks
- 6 – 15 years of continuous service four (4) weeks
- 16 + years of continuous service five (5) weeks

(b)\* Employees who have completed five (5) years of continuous service as of **July 28, 2008** shall earn an annual vacation leave with pay (prorated for part-time employee to their percentage of full-time equivalent) as follows:

- (i) Five (5) years but less than ten (10) years of completed continuous service: At a rate of twenty (20) 7.5 hour days or 150 hours per year.
- (ii) Over ten (10) years but less than twenty (20) years of completed continuous service: At a rate of twenty-five (25) 7.5 hour days or 187.5 hours per year.
- (iii) Over twenty (20) years of completed continuous service: At the rate of thirty (30) 7.5 hour days or 225 hours per year.

20.02\* Subject to operational requirements **and as otherwise provided in the Carryover provisions of this Agreement**, vacation should be taken in the year in which it becomes owing the employee. The vacation year is from April 1<sup>st</sup> of one year to March 31<sup>st</sup> of the following year.

20.03\* **Only** two (2) weeks **vacation** shall be taken during the period from June 15<sup>th</sup> to September 15<sup>th</sup>, inclusive **unless operational requirements permit otherwise**.

20.04 (a) **Summer Vacation Scheduling – June 15 to September 15\***

Requests for vacation must be submitted in writing by employees to their department head at least four (4) weeks in advance of the posting date. Requests for summer vacations (June 15<sup>th</sup> to September 15<sup>th</sup> inclusive) must be submitted in writing by employees to their department head by April 1<sup>st</sup>. All such requests will be responded to by May 15<sup>th</sup>.

(b) **Vacation Scheduling September 16 to June 14\***

Except as provided herein, employees requesting vacation leave during the period September 16 to June 14 must submit a written request to their department head by July 1<sup>st</sup>. All requests will be responded to by August 15<sup>th</sup>.

(c) **Vacation Requests Outside Deadlines\***

Vacation request received outside 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 for the period of the request. The Employer shall respond as soon as possible, but no later than two (2) weeks from the date the request was received. The Employer may accept shorter notice and will respond to the employee as soon as possible.

20.05\* Preference in vacation scheduling **granted in 20.04 (a) and (b)** shall be given to senior employees.

20.06 **Illness Prior to Vacation**

Provided an employee has sufficient sick leave credits, an employee who becomes seriously ill or hospitalized prior to his scheduled vacation will be able to utilize sick leave and reschedule his vacation at such time when he is no longer infirm at a time mutually agreed between the Employer and employee. The employee will provide a doctor's certificate satisfactory to the Employer which indicates he is unable to work. Employees who do not have sufficient sick leave credits may take such time off without pay.

20.07 **Vacation Carryover**



- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the employee's department head, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the employee to the department head not later than January 31<sup>st</sup> of the year in which the vacation becomes owing, provided however that the department head may accept a shorter written notice of the request. The department head shall respond in writing within one (1) calendar month of receiving the employee's request.
- (b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over any unused vacation to the subsequent year.

**20.08 Recall From Vacation**

- (a) The Employer will make every reasonable effort not to cancel vacation once it has been approved or to recall an employee while on vacation. If an employee's vacation is approved and then cancelled by the Employer or the employee is recalled to work while on vacation causing an employee to incur non-refundable expenses on vacation accommodations or travel, the Employer will reimburse the employee for these expenses provided the employee does everything reasonably possible to mitigate the loss. It is the responsibility of the employee to advise the Employer at the time of recall or cancellation that he/she will be submitting a claim for vacation expenses incurred or that potential for such claim exists. The employee will be required to provide appropriate documentation as to the particulars and the amount of the expenses.
- (b) Employees will be recalled from vacation in reverse order of seniority except where the Employer established that it is not operationally or financially feasible to do or where there is a need for special skills and qualifications.

**ARTICLE 21 - SICK LEAVE\***

21.01 Sick leave is available to provide protection for an employee from loss of earnings due to illness or injury for which compensation is not payable under the *Workers' Compensation Act*. Sick leave with pay is granted against accumulated credits during periods that an employee is absent from duty due to illness or injury as described above.

- 21.02 Full-time employees will earn one and one-half (1 1/2) days of sick leave per month, up to a maximum of one hundred and twenty (120) days. Such leave will be earned by regular part-time employees on a prorated basis in accordance with existing policy and practice.
- 21.03 An employee is entitled to receive sick leave with pay when he/she is unable to perform his/her duties in accordance with Article 21.01. An employee may be required to produce a certificate from a legally qualified medical / nurse practitioner, satisfactory to the Employer, for any period of absence for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where there is a reason to believe that an employee is misusing sick leave privileges, the Employer may issue to the employee a standing directive that requires the employee to submit a medical certificate, satisfactory to the Employer, for any period of absence for which sick leave is claimed.
- 21.04 An employee is not entitled to receive sick leave when he/she is on vacation, holiday, a leave of absence, workers' compensation (subject to Article 21.09) or any other leave specified in this Agreement.
- 21.05 Any unused sick leave benefits shall be cancelled on termination of employment.
- 21.06 In all cases of illness or injury, in order to receive such leave with pay, an employee must notify his supervisor as soon as possible but at least one (1) hour before the commencement of duty on day shift and at least three (3) hours before commencement of duty on evening and night shifts unless he can satisfy the Employer that such notice was not possible.
- 21.07 Fraudulently applying for and obtaining sick leave shall be grounds for disciplinary action (up to and including discharge) by the Employer.
- 21.09 **Workers' Compensation\***
- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours

as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits, paid directly to the employee by Workers' Compensation.

- (b) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d)\* An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement. **Such vacation is to be used upon the employee's return to work in accordance with the provisions of Article 20.**
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f)\* **While an Employee is awaiting approval of a claim for Workers' Compensation benefits, she shall be entitled to claim sick leave benefits which are equivalent to the benefits the Employee would be paid under Workers' Compensation. In the event the an Employee's claim for Workers' Compensation benefits is not approved, the Employee may apply for sick leave in accordance with sick leave provisions of the Agreement. Paid sick benefits would be limited to the sick leave accumulation then available and are conditional on the employee being able to establish to the Employer that the illness or injury prevents the employee from working.**

#### **21.10 Confidentiality of Health Information\***

**The Employer shall ensure that all medical information relating to an employee is maintained in a confidential manner.**

#### **21.11 Preventative Medical/Dental Leave\***

**Employees with sufficient sick leave credits shall be allowed paid leave of up to a total of fifteen (15) hours per annum (pro-rated for part-time employees based on hours paid in the previous calendar year) debited**

against sick leave credits in order to engage in and facilitate the employee's personal preventative medical or dental care provided the employee has made every reasonable effort to schedule such care on scheduled time off or, where this is not possible, to schedule the care as to minimize the amount of absent time required.

## **ARTICLE 22 - LEAVE OF ABSENCE\***

### **22.01 Union Leave\***

Upon written application by the employees four (4) weeks in advance, the Employer may **subject to operational requirements** grant a leave of absence without pay but without loss of seniority and service to employees elected or appointed to represent the Union at conventions, recognized labour educational courses or executive and committee meetings of the Union, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. **The Employer will make every reasonable effort not to cancel or interrupt leave granted under this article. An employee elected or appointed to a paid position within the Union shall be granted up to one (1) year leave of absence without pay and benefits.**

### **22.02 General Leave\***

(a) The Employer may, subject to operational requirements, grant a leave of absence without pay and benefits and without loss of seniority to any employee requesting such leave. Except in cases of emergency, such request must be in writing and made at least two weeks in advance of the requested leave stating the length of leave and reasons for such request. Notwithstanding the foregoing, prior to commencing an unpaid leave of absence, the employee may, if he wishes, pay the Employer's and the employee's share of the Group Benefits Program premiums in existence at the time, for the period of said leave.

(b) **A request by an employee for a leave of absence to pursue alternate employment may be granted by the Employer in its sole discretion.**

22.03\* Upon written notice by the employee three days in advance in the case of jury duty and with as much advance notice from the employee as possible in the case of a court subpoena or summons, the Employer shall grant leave of absence without loss of seniority or benefits to employees who:

- (a) lose work time as a result of actual service as juror in any court, or
- (b) **by subpoena or summons attend and testify as a witness in any proceeding for an employment related matter pertaining to the Employer, Musquodoboit Valley Home for Special Care Association (Braeside):**
  - (i) **in and under the authority of a court or tribunal**
  - (ii) **before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.**

22.04 The Employer shall pay such employee(s) the difference between normal earnings for such lost time and the payment he/she receives for jury or witness duty. The employee will present proof of service and the amount of pay for jury or witness duty received.

22.05 An employee released from jury or witness duty shall return to complete that part of the work shift he would have lost had the jury or witness duty continued. Failure to provide notice of jury or witness duty as required above and continued absence without explanation for a period of three days or more will mean the employee has voluntarily terminated his/her employment.

22.06 **Family Illness Leave**

In the case of illness or injury of a member of the immediate family of an employee, meaning current spouse, son, daughter, father, or mother, when no one at home other than the employee can provide for the needs of the ill or injured person, the employee may be granted, after notifying her supervisor, up to fifteen hours per fiscal year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be provided for from accumulated sick leave credits and granted only if the employee has sufficient sick leave credits to cover the leave.

22.07 **Leave for Storm or Hazardous Conditions**

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

1. deduct the absent time from accumulated overtime, holiday time or vacation; or

2. when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows; or
3. take the absent time as unpaid.

### **ARTICLE 23 - BEREAVEMENT LEAVE\***

- 23.01 When a death occurs in the immediate family (as defined in this Article) of an employee, when said employee is at work, the employee shall be granted bereavement leave with pay for the remainder of that working day, in addition to any other bereavement leave provided for in this Article.
- 23.02 When a death occurs in the immediate family of an employee, that employee will be granted seven (7) consecutive calendar days of bereavement leave effective midnight following the death (with pay if scheduled to work, without pay if not).
- 23.03 For the purpose of this Article and provided the employee has already advised the Employer that such a relationship exists, an employee's Immediate Family is defined as the employee's father, mother, current guardian, brother, sister, current spouse, current common-law spouse, child, current father-in-law, current mother-in-law, current step-parent, current step-child, grandchild or current ward of the employee.
- 23.04 Three (3) consecutive calendar days of bereavement leave (with pay if scheduled to work) shall be granted to the employee in the event of a death of a grandparent or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- 23.05 Two (2) consecutive calendar days of bereavement leave (with pay if scheduled to work) shall be granted to the employee in the event of a death of the employee's current son-in-law, current daughter-in-law, current brother-in-law or current sister-in-law.
- 23.06\* One (1) day without loss of regular pay, if scheduled to work in the event of death of the employee's aunt, uncle, niece or nephew for the purpose of attending the funeral, memorial or internment service.**

#### **23.07 Deferral\***

**For bereavement leave pursuant to Articles 23.02, 23.04 and 23.05, in the event the funeral, memorial or internment service is set for a later date, the employee may defer one or more of these bereavement leave days to attend the funeral memorial or internment service without loss of regular**

**pay, if scheduled to work, provided the employee gives the Employer written notice of his/her intention to do so at the time of the death.**

- 23.06 The Employer may grant additional bereavement leave without pay in cases where extraordinary circumstances prevail.
- 23.07 The above entitlement is subject to the proviso that proper notification is made to the Employer.
- 23.08 Employees on leave of absence or sick leave are not eligible for bereavement leave.
- 23.09 If a death occurs for which Bereavement Leave is provided under this Article, and the employee has scheduled vacation days during the Bereavement period, or a holiday falls or is observed during the Bereavement Leave period, Bereavement Leave shall be substituted for the scheduled vacation days or holidays and those vacation days or holidays shall be taken at a later time.

#### **ARTICLE 24 – PREGNANCY AND PARENTAL/ADOPTION LEAVE**

- 24.01 Employees shall be granted pregnancy and parental/adoption leave in accordance with the provisions of the *Labour Standards Code* and Regulations of the Province of Nova Scotia. For ease of reference for employees, the employer agrees to post the current provisions of the *Labour Standards Code* on all bulletin boards, on the understanding that any changes to the *Labour Standards Code* or other legislation as it relates to Pregnancy and Parental/Adoption Leave will prevail over the posted version.
- 24.02 An employee going on pregnancy or parental/adoption leave may, if she wishes, continue to pay the Employer's and the employee's share of the benefit plans in existence at the time, for the period of such leave, provided such employee provides post-dated cheques for the period of such leave prior to the commencement of the leave.

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

- 25.01 The Employer shall pay employees biweekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and any supplementary pay and deductions.

25.02 Any 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 his regular rate of pay while so employed and not the rate of pay for the temporary assignment.

25.03 **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.**

25.04 **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.**

**ARTICLE 26 - NEW JOB CLASSIFICATIONS**

26.01 The rate of pay for any positions 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. 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.

26.02 **Position Descriptions**

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to her position.
- (b) The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances shall that interval be in excess of three (3) years.



- (c) Copied of all current descriptions shall be forwarded to the Union upon signing this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within thirty (30) days of revision.
- (d) Positions currently lacking a job description shall be provided by the Employer to the Union within six (6) months of the signing of this Agreement.

#### **ARTICLE 27- HEALTH AND SAFETY\***

27.01\*The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. **The Employer, the Union and the employees** will be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c.7.

27.02 The Union agrees to be represented on the Home's Health and Safety Committee by having two (2) of its member employees sit on the Committee. Employee members of the Committee who are on duty when meetings of the Committee are held shall attend the meetings. Off-duty employees shall be entitled to pay at the regular rate equal to the duration of such meetings.

#### **ARTICLE 28 - GENERAL CONDITIONS**

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

28.02 Recognizing the importance of providing up-to-date information, in-service training programs will be set up for various employees. Attendance at a minimum of six in-service sessions per year is expected. Employees on duty when in-service programs are being held shall attend such programs unless the Employer determines they are needed in their particular area of work. Off-duty employees who attend in-service sessions will be paid the regular rate equal to the time spent at the in-service or entitled to time off equal to the duration of such meetings, to be taken at a date mutually agreeable to the Employer and employee.

28.03 All provisions of this Agreement are subject to applicable laws now and 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.

## **ARTICLE 29 - NO STRIKE / NO LOCK-OUT**

29.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the *Trade Union Act* of Nova Scotia, slow downs, picketing, or any other interference with the operations of the Employer by the employees and/or Union during the term of this Agreement. The Employer agrees that there will be no lock-out as defined by the *Trade Union Act* during the term of the Agreement.

29.02 During the term of this Collective Agreement, the parties shall sit down and agree upon essential services to be maintained in the event of a strike by the union. However, if the parties fail to reach agreement the Union shall provide up to fifteen (15%) percent of persons in the bargaining unit over a 24 hour period as scheduled by the Employer to provide their services during a strike.

## **ARTICLE 30 - EMPLOYEE BENEFITS**

30.01 The Employer agrees to continue to provide a group insurance plan (which includes a health benefit plan, LTD and life insurance) during the life of this Agreement for participation by all full-time and part-time employees, subject to eligibility requirements. Participation by eligible full-time and part-time employees, who have completed their probationary period, is as set out by the provider of the Plan.

The Employer shall pay sixty-five percent (65%) of the premiums of the extended health benefit plan (excluding LTD, dental and life insurance) and the employee shall pay thirty-five percent (35%) of the premium. The premium of the LTD, dental and life insurance benefit shall be cost shared fifty-fifty (50% - 50%) between the Employer and the employee.

This plan is compulsory for all eligible employees. Employees with spouses covered by medical plans may opt out of the medical portion of the group insurance program. Any employee no longer covered by a spouse's plan will be required to notify the Employer as soon as reasonably possible, at which time the employee will be required to join the plan.

### **30.02 Pension Plan**

The Employer will continue to participate with the employees in the Group RRSP Pension Plan which existed at the coming into force of this Agreement pursuant to the terms set out in the existing Personnel Policy.

**ARTICLE 31 – DURATION\***

31.01\* This Agreement shall be in effect for the period commencing November 1, **2009** and ending October 31, **2015** and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

31.02\* Wages for all employees shall be retroactive to November 1, **2009**, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice within thirty (30) days of the signing of this Agreement.

**ARTICLE 32 - BENEFIT AND BINDING**

32.01 This Agreement and everything herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

IN THE WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixation of their respective seals hereto the day and year first above written.

DATED at Middle Musquodoboit, in the County of Halifax, Province of Nova Scotia,  
This 16<sup>th</sup> day of July, 2013.

**NOVA SCOTIA GOVERNMENT  
AND GENERAL EMPLOYEES  
UNION, LOCAL 28**

**MUSQUODOBOIT VALLEY HOME  
FOR SPECIAL CARE ASSOCIATION  
(BRAESIDE)**

Joan Jessome

Diana Graham

Jo-Ann Bailey

Helen Jensen

Cynthia Merrit

Margaret Merlin Wilson

Mildred Day

## Wage Appendix 'A'

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.90%		% Increase: 1.00%		% Increase: 1.00%		% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-09 Hourly	Nov.01-09 Annual	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
Housekeeping	Regular Rate	\$14.57	\$28,411	\$14.99	\$29,235	\$15.14	\$29,527	\$15.29	\$29,823	\$15.60	\$30,419	\$15.99	\$31,180	\$16.47	\$32,115
PCW (w/o PCW Certificate)	Regular Rate	\$15.53	\$30,276	\$15.98	\$31,154	\$16.14	\$31,466	\$16.30	\$31,781	\$16.62	\$32,416	\$17.04	\$33,227	\$17.55	\$34,223
CCA / PCW (With Course)	Regular Rate	\$15.91	\$31,018	\$16.37	\$31,918	\$16.53	\$32,237	\$16.70	\$32,559	Nov.01-12 Implementation of Scale					
Activity Assistant	Start									\$16.81	\$32,788	\$17.23	\$33,608	\$17.75	\$34,616
	After 1 Year									\$17.15	\$33,449	\$17.58	\$34,285	\$18.11	\$35,314
	After 2 Years									\$17.49	\$34,109	\$17.93	\$34,962	\$18.47	\$36,011
	After 3 Years									\$17.82	\$34,745	\$18.26	\$35,614	\$18.81	\$36,682
	After 4 Years									\$18.16	\$35,405	\$18.61	\$36,290	\$19.17	\$37,379
Activity Coordinator	Regular Rate	\$18.65	\$36,376	\$19.20	\$37,431	\$19.39	\$37,805	\$19.58	\$38,183	Nov.01-12 Implementation of Scale					
	Start									\$19.82	\$38,653	\$20.32	\$39,619	\$20.93	\$40,808
	After 1 Year									\$19.99	\$38,984	\$20.49	\$39,959	\$21.11	\$41,157
	After 2 Years									\$20.16	\$39,314	\$20.67	\$40,297	\$21.29	\$41,506
	After 3 Years									\$20.32	\$39,632	\$20.83	\$40,623	\$21.46	\$41,841
	After 4 Years									\$20.49	\$39,962	\$21.01	\$40,961	\$21.64	\$42,190

**Musquodoboit Valley Home for Special Care Association (Braeside)**  
**PART-TIME EMPLOYEE AVAILABILITY FORM**

---

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

- (a) My present appointment designation as a percentage of full-time hours is \_\_\_\_%.
- (d) I am interested in working beyond my appointed designation as a percentage of full-time hours.

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, I am interested in working up to a total of \_\_\_\_\_ % of full-time hours (inclusive of my present appointment designation).

If you are interested in working beyond your appointment designation but you have restrictions on your availability, please discuss these restrictions with your Department Head who will determine whether the Employer will accommodate these restrictions

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**Once it is submitted, the Employer is entitled to rely on the Part-Time Employee Availability Form until a new form is implemented according to the following process.** A part-time employee is permitted to submit a revised Part-Time Employee Availability Form indicating his or her availability by **February** 1<sup>st</sup> (for April to June); by **May** 1<sup>st</sup> (for July to September); by **August** 1<sup>st</sup> (for October to December); and by **November** 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.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

**Memorandum of Agreement**

**between**

**Musquodoboit Valley Home for Special Care Association (Braeside)**

**and**

**Nova Scotia Government and General Employees Union**

**RE: SCHEDULING**

The Parties agree to form a committee consisting of equal representation from the Employer and the Union to review current scheduling, to explore alternatives, and to make recommendations, if any, for improvements to the scheduling to the Employer for its consideration.

The Parties acknowledge and agree that any recommendations must meet the Employer's operational and financial requirements.

The Parties further acknowledge and confirm that scheduling is a management right pursuant to Article 2.02 (c) of the Collective Agreement.

DATED at Middle Musquodoboit, in the County of Halifax, Province of Nova Scotia,  
This 16<sup>th</sup> day of July, 2013.

**NOVA SCOTIA GOVERNMENT  
AND GENERAL EMPLOYEES  
UNION, LOCAL 28**

**MUSQUODOBOIT VALLEY HOME  
FOR SPECIAL CARE ASSOCIATION  
(BRAESIDE)**

Joan Jessome

Diana Graham

Jo-Ann Bailey

Helen Jensen

Cynthia Merrit

Margaret Merlin Wilson

Mildred Day

**Memorandum of Agreement**

**between**

**Musquodoboit Valley Home for Special Care Association (Braeside)**

**and**

**Nova Scotia Government and General Employees Union**

**RE: PENSION COMMITTEE\***

**The parties shall form a joint committee to discuss the inclusion of a defined benefit plan for members during the life of this collective agreement.**

DATED at Middle Musquodoboit, in the County of Halifax, Province of Nova Scotia,  
This 16<sup>th</sup> day of July, 2013.

**NOVA SCOTIA GOVERNMENT  
AND GENERAL EMPLOYEES  
UNION, LOCAL 28**

**MUSQUODOBOIT VALLEY HOME  
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Mildred Day



## **MOA Vacation Scheduling**

### **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**MUSQUODOBOIT VALLEY HOME FOR SPECIAL CARE**

**(the "Employer")**

**-and-**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

**(the "Union")**

#### **Re: Summer Vacation Scheduling – Article 20.04 (a)**

**WHEREAS** the Employer and the Union are parties to a Collective Agreement that is in full force and effect and was in full force and effect at all material times hereto;

**AND WHEREAS** Article 20.04 (a) Summer Vacation Scheduling – June 15<sup>th</sup> to September 15<sup>th</sup> provides that requests for summer vacations (June 15<sup>th</sup> to September 15<sup>th</sup> inclusive) must be submitted in writing by employees to their department head by April 1<sup>st</sup>.

**AND WHEREAS** the Employer and the Union are desirous of changing the last date for such submissions from April 1<sup>st</sup> to April 15<sup>th</sup>;

**NOW THEREFORE** the parties agree:

1. Article 20.04 (a) Summer Vacation Scheduling – June 15<sup>th</sup> to September 15<sup>th</sup> of the Collective Agreement is hereby amended as follows:

20.04 (a) Requests for vacation must be submitted in writing by employees to their department head at least four (4) weeks in advance of the posting date. Requests for summer vacations (June 15<sup>th</sup> to September 15<sup>th</sup> inclusive) must be submitted in writing by employees to their department head by April 15<sup>th</sup>. All such requests will be responded to by May 15<sup>th</sup>.

