

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**NORTHWOODCARE BEDFORD INC.**

**AND**

**NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION,  
LOCAL 41**

**Nov 1, 2011 to Oct 31, 2014**

## Table of Contents

NOTE For ease of reference an asterisk (\*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 1 - DEFINITIONS .....</b>	<b>1</b>
1.01 Definitions.....	1
<b>ARTICLE 2 - RECOGNITION .....</b>	<b>3</b>
2.01 Recognition .....	3
<b>ARTICLE 3 - APPLICATION .....</b>	<b>3</b>
<b>ARTICLE 4 - MANAGEMENT RIGHTS .....</b>	<b>3</b>
4.01 Management Rights .....	3
<b>ARTICLE 5 - DISCRIMINATION.....</b>	<b>4</b>
5.01 No Discrimination .....	4
5.02 Sexual and Personal Harassment .....	4
<b>ARTICLE 6 - STRIKES AND LOCKOUTS .....</b>	<b>4</b>
6.01 No Strike or Lockout.....	4
6.02 Definitions.....	4
<b>ARTICLE 7 - UNION ACTIVITY.....</b>	<b>4</b>
7.01 Notification.....	4
7.02 Union Representation.....	5
7.03 Leave of Absence for Union Business.....	5
7.04 Contract Negotiations .....	5
7.05 Union to Reimburse Employer for Approved Union Leave .....	5
7.06 Leave of Absence for the Full-Time President of the NSGEU .....	5
<b>ARTICLE 8 - UNION CHECKOFF .....</b>	<b>7</b>
8.01 Deduction of Union Dues.....	7
8.02 Notification of Deduction.....	7
8.03 Remittance of Union Dues.....	7
8.04 Revenue Canada Tax Form .....	8
<b>ARTICLE 9 - BULLETIN BOARD SPACE .....</b>	<b>8</b>
9.01 Bulletin Board Space .....	8
<b>ARTICLE 10 - INFORMATION .....</b>	<b>8</b>
10.01 Copies of Collective Agreement .....	8
10.02 Acquainting New Employee with Union .....	9
10.03 Letter of Appointment .....	9
10.04 Position Description.....	9

<b>ARTICLE 11 – APPOINTMENT AND PROBATIONARY PERIOD .....</b>	<b>9</b>
11.01 Appointment and Probationary Period.....	9
<b>ARTICLE 12 - DISCIPLINE &amp; DISCHARGE .....</b>	<b>10</b>
12.01 Just and Sufficient Cause for Discipline .....	10
12.02 Disciplinary Record.....	10
12.03 Right to Have Steward Present .....	10
12.04 Notification of Employee and Union.....	10
<b>ARTICLE 13 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....</b>	<b>11</b>
13.01 Personnel Files.....	11
<b>ARTICLE 14 - JOB POSTING .....</b>	<b>11</b>
14.01 Job Posting.....	11
14.02 Required Information .....	11
14.03 Filling Positions.....	11
14.04 Trial Period .....	11
14.05 Appointment to Non-Bargaining Unit Positions.....	12
<b>ARTICLE 15 - HOURS OF WORK* .....</b>	<b>12</b>
15.01 Hours of Work for Employees.....	12
15.02 Posting of Shift Schedules* .....	13
15.03 Consecutive Shifts.....	14
15.04 Days Off .....	14
15.05 Meal Breaks .....	14
<b>ARTICLE 16 – OVERTIME* .....</b>	<b>15</b>
16.01 Overtime Compensation* .....	15
16.02 Authorization of Overtime .....	15
16.03 Form of Compensation .....	15
16.04 Overtime Pay.....	16
16.05 No Overtime for Shift Change .....	16
16.06 Assignment of Extra Shifts .....	16
16.07 Meal Allowance .....	16
<b>ARTICLE 17 - EDUCATION .....</b>	<b>16</b>
17.01 Continuing Education .....	16
<b>ARTICLE 18 - PAY PROVISIONS* .....</b>	<b>17</b>
18.01 Rates of Pay.....	17
18.02 Anniversary Date .....	17
18.03 Salary Increment .....	17
18.04 Acting Pay .....	17
18.05 Shift and Weekend Premium* .....	18
<b>ARTICLE 19 – VACATION* .....</b>	<b>18</b>
19.01 Vacation Year.....	18
19.02 Vacation Entitlement for Employees.....	18

19.03	Vacation Entitlement for Full-time 84 Hour Employees .....	19
19.04	Requesting and Scheduling Vacation Leave* .....	19
19.05	Vacation Carry Over .....	20
19.06	Employee Compensation Upon Termination .....	20
19.07	Employer Compensation Upon Termination.....	21
19.08	Recall from Vacation .....	21
19.09	Reimbursement of Expenses upon Recall.....	21
19.10	Reinstatement of Vacation Upon Recall .....	21
19.11	Illness During Vacation.....	22
<b>ARTICLE 20 – HOLIDAYS*</b> .....		<b>22</b>
20.01	Paid Holidays for Full-time Employees .....	22
20.02	Holiday Falling on a Vacation Day or Day of Rest .....	22
20.03	Holiday Compensation for Part Time Employees .....	22
20.04	Compensation for Work on a Holiday* .....	23
20.05	Eligibility for Paid Holiday .....	23
20.06	Christmas or New Year's Day Off.....	23
<b>ARTICLE 21 - LEAVES OF ABSENCE*</b> .....		<b>23</b>
21.01	Personal Leave .....	23
21.02	Leave for Family Illness and Personal Preventative Medical/Dental .....	23
21.03	Compassionate Leave .....	24
21.04	Bereavement Leave .....	24
21.05	Court Leave.....	25
21.06	Pregnancy Leave.....	26
21.07	Pregnant Employee Rights.....	27
21.08	Pregnancy/Birth Allowance.....	27
21.09	Parental and Adoption Leave .....	28
21.10	Rights of Employees on Pregnancy or Parental/Adoption Leave .....	29
21.11	Parental and Adoption Leave Allowance .....	30
21.12	Leave for Birth of Child.....	31
21.13	Leave for Adoption of Child .....	31
21.14	Public Office Leave.....	31
21.15	Storm Leave* .....	32
<b>ARTICLE 22 - SICK LEAVE</b> .....		<b>32</b>
22.01	Sick Time.....	32
22.02	Confidentiality of Health Information.....	33
22.03	Alcohol, Drug & Gambling Dependency .....	33
<b>ARTICLE 23 - LAYOFF, RESIGNATION, CONTRACTING OUT OR DISCHARGE....</b>		<b>33</b>
23.04	Seniority List.....	35
23.05	Notice of Resignation .....	36
23.06	Acknowledgment of Letters of Resignation .....	36
23.07	Withdrawal of Resignation.....	36
<b>ARTICLE 24 - GRIEVANCE AND ARBITRATION</b> .....		<b>36</b>
24.01	Informal Dispute Resolution .....	36
24.02	Union Approval .....	37

24.03	Grievance .....	37
24.04	Grievance Procedure .....	37
24.05	Right to Union Representation .....	37
24.06	Working Days .....	37
24.07	Extension of Time Limits .....	38
24.08	Policy Grievance.....	38
24.09	Employer to Inform Union.....	38
24.10	Notification.....	38
24.11	Employer Grievance .....	38
24.12	Referral to Arbitration .....	39
24.13	Arbitration Fees and Expenses .....	39
24.14	Arbitration Award .....	39
<b>ARTICLE 25 – RETIREMENT ALLOWANCE .....</b>		<b>39</b>
25.01	Retirement Allowance.....	39
<b>ARTICLE 26 - PENSION PLAN, GROUP LIFE INSURANCE &amp; MEDICAL/DENTAL PLAN.....</b>		<b>40</b>
<b>ARTICLE 27 – WORKERS’ COMPENSATION.....</b>		<b>41</b>
27.01	Workers’ Compensation .....	41
27.02	WCB Earnings Replacement Supplement.....	41
27.03	Ongoing Participation in Group Plan .....	41
<b>ARTICLE 28 – DAMAGE TO EMPLOYEE PROPERTY .....</b>		<b>42</b>
28.01	Personal Property.....	42
<b>ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY* .....</b>		<b>42</b>
29.01	Occupational Health and Safety Act.....	42
29.02	Occupational Health and Safety Committee.....	42
29.03	No Discrimination .....	42
29.04	Uniforms*.....	42
<b>ARTICLE 30 – LABOUR MANAGEMENT COMMITTEE .....</b>		<b>43</b>
30.01	Labour Management Committee .....	43
30.02	Mandate .....	43
30.03	Recommendations.....	44
<b>ARTICLE 31 – DURATION AND RETROACTIVITY* .....</b>		<b>44</b>
31.01	Duration* .....	44
31.02	Retroactivity.....	44
31.03	Retroactivity* .....	44
31.04	Notice to Bargain .....	45
<b>APPENDIX “A” WAGE RATES .....</b>		<b>46</b>
<b>Letter of Understanding – Transfer Roster* .....</b>		<b>49</b>
<b>Letter of Understanding – Return from Approved Leave* .....</b>		<b>50</b>

## **PREAMBLE**

Whereas it is the intent and purpose of the parties to this Agreement to maintain harmonious relations between the Employer, the Employees and the Union, and to set forth the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed and respected by the parties thereto,

NOW THEREFORE, the parties agree as follows:

## **ARTICLE 1 - DEFINITIONS**

### **1.01 Definitions**

For the purpose of this Agreement:

- (a) "Casual" means a person who is not regularly scheduled and who works on an ad hoc basis. A casual is not a member of the Bargaining Unit and shall not be covered by the provisions of this Collective Agreement.
- (b) "Day" means business day, that is Monday to Friday, excluding weekends and holidays.
- (c) "Employee" means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
  - "Full-time Employee" means an Employee who is hired to work the bi-weekly hours of work as provided in Article 15 hereunder;
  - "Part-time Employee" means an Employee who is hired to work less than the bi-weekly hours of work as provided in Article 15 hereunder; and except as noted otherwise in this agreement, part time employees shall be entitled to all benefits prorated based on regular hours paid.
  - "Permanent Employee" means an Employee who has completed the probationary period described in Article 11 and is employed on a full-time or part-time basis without reference to any specified date of termination of employment.
- (d) "Employer" means Northwoodcare Bedford Incorporated.

- (e) "Holiday" means the twenty-four (24) hour period commencing at 0001 on a day designated as a Holiday in this Agreement.
- (f) "Seniority" means the length of continuous employment dating from the last date of hire within the bargaining unit. For those employees hired prior to November 1, 2010 seniority means the length of continuous employment dating from the most recent date of hire with the Employer.
- (g) "Service" means the length of continuous employment dating from the last date of hire with the Employer. Continuous unbroken service with the Northwood Group of Companies shall be deemed to be service with the Employer.
- (h) "Spouse" means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, but subject to the eligibility provisions of the respective Benefit Plans.
- (i) "Term Employee" is one who is hired without the intention of becoming permanent and who works within a specified time period for not longer than one year. Term employees shall be subject to the provisions of this Agreement, except that they shall not be entitled to accumulate seniority or to receive notice of termination. The time period for Term Employee may be extended upon mutual agreement with the Union.
- (j) "Temporary Position" is a position created with a pre-determined end date which is anticipated to be in excess of three (3) months duration, but less than eighteen (18) months. Temporary Positions shall be posted and filled in accordance with this Collective Agreement. A temporary position may be extended through mutual agreement.
- (k) "Regular Hours Paid" means hours paid by the Employer to a maximum of 2080 hours annually including paid vacation hours, the straight time equivalent of paid holiday hours, paid sick leave, unpaid Union leave reimbursed by the Union, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours worked.
- (l) "Union" means the Nova Scotia Government and General Employees Union.

**1.02** Throughout this Collective Agreement the masculine shall include the feminine and the singular shall include the plural, and vice versa.

## ARTICLE 2 - RECOGNITION

### 2.01 Recognition

- (a) The Employer recognizes the Union as the exclusive Bargaining Agent of the employees in the bargaining unit, as follows:

all regular full time and regular part time employees of Northwood Bedford West (Ivany Place) excluding office and clerical employees, Registered Nurses, Licensed Practical Nurses (LPN's), supervisors and those above the rank of supervisor, those employees covered by other certification orders or collective agreements, and those persons excluded by Paragraphs (a) and (b) of Subsection 2 of Section 2 of the *Trade Union Act* as per the Certification Order of the Labour Relations Board, being LRB # 6384.

- (b) No employee shall be required or permitted to make any written or verbal agreement with the Employer, its representative or Supervisor which is contrary to the terms of this Collective Agreement.

## ARTICLE 3 - APPLICATION

- 3.01 This Agreement shall apply to and is binding on the Union, the employees and the Employer.

## ARTICLE 4 - MANAGEMENT RIGHTS

### 4.01 Management Rights

- (a) The management and direction of employees and operations is vested exclusively in the Employer. All the functions, rights, power and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.
- (b) The Employer agrees that management rights will not be exercised in a manner contrary to the express provisions of this Agreement.



## **ARTICLE 5 - DISCRIMINATION**

### **5.01 No Discrimination**

- (a) All Parties 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, as amended. These grounds include age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, ethnic or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, except as authorized by the *Human Rights Act*.
- (b) The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.

### **5.02 Sexual and Personal Harassment**

The Employer, the Union and Employees shall support a workplace free from sexual harassment and any other harassment based on the protected characteristics set out in Article 5.01.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

### **6.01 No Strike or Lockout**

During the life of this Agreement, and pursuant to the *Trade Union Act*, no Employee(s) shall strike, and the Employer shall not lockout Employees.

### **6.02 Definitions**

The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

## **ARTICLE 7 - UNION ACTIVITY**

### **7.01 Notification**

The Union shall notify the Employer of the names of its local stewards and executive.

## **7.02 Union Representation**

The Employer recognizes the right of the Union to elect representatives who shall be responsible for the day to day administration of the Collective Agreement.

An employee who is so designated by the Union shall be allowed a reasonable amount of time, without loss of regular pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to the Agreement.

Such a representative must request and obtain permission from their immediate supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.

## **7.03 Leave of Absence for Union Business**

On request of the Union, leave without pay may be granted to Union representatives to attend to Union business, conventions, conferences for education programs and committees. Approval is to be determined by the Employer and shall not be unreasonably denied.

## **7.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of regular pay for three (3) representatives of the bargaining unit for the purpose of attending direct contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld. Union caucus meetings are not covered by this provision.

## **7.05 Union to Reimburse Employer for Approved Union Leave**

Where requested by the Union in writing, the Employer shall continue to pay the gross pay and benefits of any employee who is granted leave under Article 7.03 and shall bill the Union an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave. The Union shall pay the bill within a reasonable period of time.

## **7.06 Leave of Absence for the Full-Time President of the NSGEU**

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

- (a) An Employee who declares her/his intention to offer for the position of president of the Union shall notify the Employer as soon as possible after declaring her/his intention to seek the office of president.
- (b) An Employee elected or appointed as president of the Union shall be given leave of absence without pay for the term(s) s/he is to serve.
- (c) A leave of absence for the second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, but the Union shall provide the Employer with one month's notice of the date of commencement of the leave.
- (e) Upon the expiration of her/his term(s) of office, the Employee shall be reinstated to the same or equivalent position s/he held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave (subject to Article 6.06 (g)), no loss of Seniority accrued to the commencement of the leave, and no loss of Service accrued to the commencement of the leave.
- (f) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to the Employee assuming the office of president shall be paid out to the Employee at the time s/he commences her/his leave.
- (g) Subject to the approval of the plan carrier, the Employee's group insurance benefits may continue in effect while the Employee is serving as president and, for such purposes of eligibility for benefits only, the Employee shall be deemed to be in the employ of the Employer. Subject to the approval of the plan carrier, for the purpose of the group rating of benefits and for the purposes of any benefits to be paid to the Employee, notwithstanding any salary paid to the Employee by the Union, the Employee's salary shall be deemed for the purpose of the Article only to be the salary s/he was earning at the time her/his leave commenced. The Employee is subject to all changes in benefits (if any) that occur during her/his leave that affect all Employees or that affect the individual Employee's benefits. Any determination of benefits paid out by the Plan Carrier to the Employee shall be at the discretion of the Plan Carrier.
- (h) Subject to the approval of the pension plan and plan requirements, the Employee may continue to qualify for pension plan contributions during her/his leave, but the Union and/or the Employee shall be solely

responsible for the Employer's and Employee's contributions to the pension plan for the duration of the Employee's leave under this Article. For the purposes of pension contributions, notwithstanding any salary paid to the Employee by the Union, the Employee's pension contributions shall be limited to the amount of contributions made by the Employee and Employer for the position held by the Employee at the time her/his leave for president commenced.

- (i) Notwithstanding paragraphs (b) and (c), but subject to paragraph (g) and (h), the gross salary of the president shall be determined by the Union, and paid to the president by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.
- (j) Subject to paragraphs (g) and (h), the Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Employee during the period of the leave of absence. The Union shall notify the Employer of the income tax to deduct from the president's salary and shall indemnify the Employer for any errors or liabilities assessed by Canada Revenue Agency (CRA) arising from the administration or application of Article 6.06.

## **ARTICLE 8 - UNION CHECKOFF**

### **8.01 Deduction of Union Dues**

The Employer will, as a condition of employment, deduct an amount equal to membership dues from the biweekly pay of all Employees in the bargaining unit.

### **8.02 Notification of Deduction**

The Union will inform the Employer of the deduction to be made under Article 8.01.

### **8.03 Remittance of Union Dues**

- (a) The Employer shall send the amounts deducted under Article 8.01 to the Secretary-Treasurer of the Union by one monthly cheque within a reasonable time after deductions are made. At this time, particulars identifying each Employee and the deductions made on the Employee's behalf will be provided and the Employer shall also advise the Union in writing of all appointments, leaves of absence greater than two (2) weeks, and terminations that occurred in the previous month.

- (b) Where operationally feasible, the Employer endeavors to provide the following information and endeavors to provide it in electronic form:
- i. the name of each Employee
  - ii. the corresponding appointment status of each Employee
  - iii. the corresponding amount of dues remitted on behalf of each Employee

Unless an individual Employee directs in writing to the Employer not to provide the Union with his/her address within 90 days of signing this Agreement, the Employer endeavors to provide the Union the last known address of each Union member within a reasonable period of time following 90 days after the signing of this Agreement. Upon hire and except where the new Employee directs in writing not to provide his/her address, the Employer endeavors to provide the Union with the new Employee's last known address.

#### **8.04 Revenue Canada Tax Form**

For each Employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

### **ARTICLE 9 - BULLETIN BOARD SPACE**

#### **9.01 Bulletin Board Space**

The Employer shall provide bulletin board space accessible to all employees upon which the Union may post notices of meetings, workshops, and other similar Union information.

### **ARTICLE 10 - INFORMATION**

#### **10.01 Copies of Collective Agreement**

The Union agrees to supply the Employer with copies of the Collective Agreement, the cost of which shall be shared equally between the Employer and the Union.

## **10.02 Acquainting New Employee with Union**

A Union steward shall be given an opportunity to meet with new employees during the orientation of new staff to the facility for the purpose of acquainting them with the benefits and duties of union membership.

## **10.03 Letter of Appointment**

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's classification, rate of pay and employment status. The Employer shall provide a copy of this letter to the Union.

## **10.04 Position Description**

Upon request by the Employee, the Employer shall provide the Employee's position description outlining the duties and responsibilities assigned. The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary.

# **ARTICLE 11 – APPOINTMENT AND PROBATIONARY PERIOD**

## **11.01 Appointment and Probationary Period**

- (a) A newly hired employee shall be on probation for up to 720 hours worked. Employment may be confirmed or terminated at any time during this period. Operational requirements permitting, the Employer shall conduct an appraisal of the employee while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by mutual agreement between the Employer and the Union.
- (b) The Employer may terminate a probationary appointment at any time. An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary employee shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) The Employer shall notify the Union when a probationary employee is terminated.

## **ARTICLE 12 - DISCIPLINE & DISCHARGE**

### **12.01 Just and Sufficient Cause for Discipline**

No Employee who has successfully completed the probationary period pursuant to Article 11 shall be disciplined, suspended, or discharged except for just and sufficient cause.

### **12.02 Disciplinary Record**

- (a) An employee who has been subject to disciplinary action other than suspension may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the twenty-four (24) month period, of which the employee is aware. The Employer shall confirm in writing to the employee that such action has been effected.
- (b) An employee who has been subject to a suspension, may after three (3) years of continuous service from the date of the suspension request in writing that the performance file be cleared of any record of suspension. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the three (3) year period of which the employee is aware. The Employer shall confirm in writing to the employee that such action has been effected.

### **12.03 Right to Have Steward Present**

At any disciplinary meeting that may occur with the Employer or anyone representing the employer, the employee shall have the right to have a shop steward or union representative present.

### **12.04 Notification of Employee and Union**

Where an Employee is disciplined, suspended or discharged, the Employer shall notify the Union and the employee in writing on the same day. The notice shall include the reason for the discipline, suspension or discharge.

## **ARTICLE 13 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

### **13.01 Personnel Files**

Upon request, an employee may be permitted to view her personnel file at a mutually convenient time.

In relation to a matter for which a grievance has been filed, an Employee may authorize the Union to have a copy of their personnel file.

## **ARTICLE 14 - JOB POSTING**

### **14.01 Job Posting**

Where the Employer determines that a regular or temporary bargaining unit vacancy exists or a new bargaining unit position is created, the Employer shall post a notice of such new position or vacancy for seven (7) calendar days.

### **14.02 Required Information**

The notice shall indicate:

- (i) the classification of the position;
- (ii) whether the position is full-time, part-time or temporary and the expected duration.

### **14.03 Filling Positions**

In determining the successful candidate when filling a vacant or new position, seniority shall be the determining factor where two or more bargaining unit candidates are relatively equal in skills, ability and qualifications to perform the required duties of the position. Only those postings which cannot be filled with a qualified employee from the bargaining unit will be available for filling from outside any of the bargaining units.

### **14.04 Trial Period**

When an employee is appointed to a different classification within the bargaining unit, the first three hundred and twenty (320) hours worked shall be a trial period. If during the trial period the employee is found by the Employer to be unsuitable for the classification or the employee informs the Employer that they wish to be returned to their former classification, the employee shall be returned to their



former classification. Other employees that may be affected by this action shall be similarly returned to their former classification. Employees shall not lose seniority as a result of this provision.

#### **14.05 Appointment to Non-Bargaining Unit Positions**

- (a) Where a bargaining unit employee is appointed to a permanent position with the Employer outside of the bargaining unit, the provisions of Article 14.04 shall apply.
- (b) The Employer may with the employee's consent appoint an employee to a non-bargaining unit position for a temporary period of 12 months or less which may be extended by mutual agreement. At the end of the period the Employee shall be returned to his former position with no loss of seniority and at the current wage for the employee's job classification.
- (c) While in the position outside the bargaining unit, the employee shall not pay union dues nor shall the Union have a duty to represent the Employee in any matter arising out of his or her position outside the bargaining unit.
- (d) Should an Employee apply for another bargaining unit position while on an approved leave from his or her position, the Employee shall be considered an internal applicant.

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

#### **15.01 Hours of Work for Employees**

The regular bi-weekly pay period for a full-time employee shall be a guaranteed eighty (80) hours or eighty-four (84) hours. The schedules for full-time employees shall be designated by the Employer in its discretion and shall consist of a combination of:

- (i) Regular Eight (8) Hour Shifts  
Eight (8) hour shifts are inclusive of one thirty (30) minute meal period and two (2) fifteen (15) minute rest periods, and/or
- (ii) Regular Ten (10) Hour Shifts  
Ten (10) hour shifts are inclusive of a forty-five (45) minute meal period and two (2) fifteen (15) minute rest periods, and/or

(iii) Regular Twelve (12) Hour Shift

Twelve (12) hour shifts are inclusive of one sixty (60) minute meal period and two (2) fifteen (15) minute rest periods.

Subject to other provisions of this Agreement, part-time and casual employees who work shifts other than 8, 10 or 12 hour shifts described above shall receive meal periods and/or rest periods as follows:

- (i) More than three (3) hours but less than six (6) hours - one fifteen (15) minute rest period.
- (ii) Six (6) hours but less than (8) eight hours - one thirty (30) minute meal period and one fifteen (15) minute rest period.
- (iii) More than eight (8) but less than ten (10) hours - one thirty (30) minute meal period and two (2) fifteen (15) minute rest periods.
- (iv) More than ten (10) but less than twelve (12) hours- one forty-five (45) minute meal period and two (2) fifteen (15) minute rest periods.

**15.02 Posting of Shift Schedules\***

- (a) A schedule of hours to be worked shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of two (2) weeks. Before schedules are drawn up, an employee requesting specific days off shall submit in writing a request for such days off.
- (b) A minimum of forty-eight (48) hours notice in advance of a scheduled shift shall be given to the employee when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift are changed or the calendar date of the shift is changed.
- (c) Except where the change is by mutual agreement between the employee and the Employer, if the schedule is changed by the Employer without the minimum forty-eight (48) hours notice prior to the start of the original shift, the employee shall be compensated at the overtime rate for each hour worked.
- (d) Overtime rates and the forty-eight (48) hour notice period provision provided for in Article 15.02 shall not apply when the employee requests a double shift or an additional shift which would result in the employee

working more than the full-time biweekly hours of work described in Article 15.01.

- (e) Employees may exchange shifts with the approval of the Employer.
- (f)\* Where it is deemed by the Employer that the regular rotating schedule is to be changed, a minimum of six (6) weeks' notice will be given.**

### **15.03 Consecutive Shifts**

The Employer will endeavour, where possible, to provide that no employee is scheduled to work

- (a) more than six (6) consecutive calendar days (8 hour shifts) in a two (2) week period; or
- (b) more than four (4) consecutive calendar days (10 or 12 hour shifts) in a two (2) week period.

This does not preclude shift arrangements requested by the employee, in writing, acceptable to the Employer in variance to the foregoing.

### **15.04 Days Off**

The Employer shall endeavor to provide each full-time employee with one (1) weekend off in a two (2) week period and two (2) additional days off in such two (2) week period. Part-time employees shall be scheduled for on (1) weekend off in three (3). This does not preclude shift arrangements or the assignment of additional shifts as requested by the employee or as mutually agreed. The employer shall endeavour to minimize the number of occurrences where part-time employees must work three (3) consecutive weekends.

### **15.05 Meal Breaks**

Where operational requirements prevent an Employee from having an uninterrupted meal period and it is not possible to reschedule the missed meal period or a portion of the meal period during the remainder of the shift, the Employee shall be compensated for the portion of the missed meal period, at a rate of one and one-half times (1.5x) the Employee's hourly rate for the period of the meal period missed.

## **ARTICLE 16 – OVERTIME\***

### **16.01 Overtime Compensation\***

- (a) Except as noted in Article 16.01(b), time worked in excess of eighty (80) hours in two (2) week pay period shall be compensated for by the Employer granting to the employee pay at the rate of time and one-half for the overtime worked.
- (b) For those employees working an eighty-four (84) hour bi-weekly shift rotation, time worked in excess of eighty-four (84) hours in a two (2) week pay period shall be compensated for by the Employer granting to the employee pay at the rate of time and one-half for the overtime worked.
- (c) An employee shall be paid at the rate of two times the straight time rates for all hours worked in excess of sixteen continuous hours in any one day where the regular scheduled shift worked was ten (10) or twelve (12) hours; or for all hours worked in excess of twelve continuous hours in any one day where the regular scheduled shift worked was eight (8) hours or less.
- (d)\* **In computing overtime:**
  - a period of 15 minutes or less shall be counted as 15 minutes,
  - a period of more than 15 minutes but less than 30 minutes shall count as 30 minutes,
  - a period of more than 30 minutes but less than 45 minutes shall be counted as 45 minutes,
  - a period of more than 45 minutes but less than 60 minutes shall be counted as 1 hour.

### **16.02 Authorization of Overtime**

All overtime must be authorized or requested by the Employer or the representative of the Employer. The Employer shall make every reasonable effort to distribute overtime as equitably as possible among Employees who are willing to work overtime.

### **16.03 Form of Compensation**

All compensation for overtime earned during a pay period will be paid during the pay period in which it was earned. Where, upon request of the employee, and

with the approval of the Employer, overtime earned during the pay period may be granted in the form of time off in lieu of pay.

#### **16.04 Overtime Pay**

Time off in lieu of pay granted pursuant to Article 16.03 shall be scheduled to be taken at a mutually agreeable time. All accumulated time in lieu banks shall be paid out on a quarterly basis.

#### **16.05 No Overtime for Shift Change**

Notwithstanding any other provision of the Agreement, overtime will not arise where the Employee creates the opportunity to be in any overtime position by virtue of an authorized shift change.

#### **16.06 Assignment of Extra Shifts**

Regular Part-time Employees shall be given preference for additional shifts known prior to posting, up to and including full-time hours provided the Regular Part-time Employee is able to meet the requirements of the available shift. Provided it does not trigger Overtime, available shifts arising after the schedule is posted shall be offered to available Regular Part-time Employees as equitably as possible.

#### **16.07 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.

### **ARTICLE 17 - EDUCATION**

#### **17.01 Continuing Education**

The Employer, the Union and the employees recognize the importance of continuous learning, and to that end, education programs shall be identified by the Employer in consultation with Employees and the Employees will make every reasonable attempt to participate in these programs. The Employer will arrange for the presentation of the programs in such a way as to maximize availability to the Employees and minimize cost and disruption to the Employee and the Employer.

The Employer will make every effort to arrange for the presentation of required training/education during an employee's scheduled hours of work. Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee. The employee shall be reimbursed for employer approved registration, travel and accommodation costs.

## **ARTICLE 18 - PAY PROVISIONS\***

### **18.01 Rates of Pay**

The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each payday, Employees shall be provided with an itemized record of wages, Overtime, other pay and deductions.

### **18.02 Anniversary Date**

Anniversary date for the purpose of Article 18 means the date of hire to a regular position. The anniversary date will only change if:

- (a) the employee moves to a different classification at which time the date of the commencement in the new classification becomes the employee's new anniversary date;
- (b) the employee has been on a leave of absence without pay in which case the employee's anniversary date will be moved forward by the amount of time which the employee was on leave without pay unless otherwise provided in this agreement.

### **18.03 Salary Increment**

On a year to year basis following the Anniversary Date, the Employee shall be advanced to the next level on the increment scale within the Employee's classification as listed in Appendix "A".

### **18.04 Acting Pay**

- (a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, she shall receive payment of acting pay, including the three (3) days, equivalent to ten percent (10%) higher than her existing rate of pay,

provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

- (b) Acting pay shall not be paid to the employee where the employee's current position normally requires periodic substitution in the higher position.
- (c) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.

#### **18.05 Shift and Weekend Premium\***

A shift differential premium of **one dollar and seventy-five (\$1.75)** per hour shall be paid to an Employee for each regular hour worked between **2000** hours and **0800** hours. This premium shall increase to **one dollar and eighty-five cents (\$1.85)** per hour effective October 31, **2014**.

A weekend premium of **one dollar and seventy-five (\$1.75)** per hour shall be paid to an Employee for each regular hour worked between the hours of 0001 Saturday and 2400 Sunday. The weekend premium shall be paid in addition to the shift differential premium. This premium shall increase to **one dollar and eighty-five cents (\$1.85)** per hour effective October 31, **2014**.

### **ARTICLE 19 – VACATION\***

#### **19.01 Vacation Year**

The vacation year shall be January 1 to December 31, inclusive.

#### **19.02 Vacation Entitlement for Employees**

Employees shall earn vacation with pay at the following rates:

- (a) Effective on date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 26.00 regular hours paid to a maximum of 80 hours (2 weeks);
- (b) Effective on the commencement of the second (2<sup>nd</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 120 hours (3 weeks);

- (c) Effective on the commencement of the seventh (7<sup>th</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid to a maximum of 160 hours (4 weeks);
- (d) Effective on the commencement of the twenty-first (21<sup>st</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 regular hours paid to a maximum of 200 hours (5 weeks).

### **19.03 Vacation Entitlement for Full-time 84 Hour Employees**

Employees shall earn vacation with pay at the following rates:

- (a) Effective on date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 26.00 regular hours paid to a maximum of 84 hours (2 weeks);
- (b) Effective on the commencement of the second (2<sup>nd</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 126 hours (3 weeks);
- (c) Effective on the commencement of the seventh (7<sup>th</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid to a maximum of 168 hours (4 weeks);
- (d) Effective on the commencement of the twenty-first (21<sup>st</sup>) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 regular hours paid to a maximum of 210 hours (5 weeks).

### **19.04 Requesting and Scheduling Vacation Leave\***

- (a) Employees must submit their vacation leave requests in accordance with the Employer's processes. **The requests shall include the Employee's first and alternate choices.**
- (b) For vacation during the period between January and June of the following year, the request must be submitted prior to October 1<sup>st</sup>, in order for Seniority to be considered. The Employer shall respond to vacation requests for this time period by November 15<sup>th</sup>.
- (c) For vacation for the period between July and December, the request must be submitted prior to April 1<sup>st</sup>, in order for Seniority to be considered. The Employer shall respond to vacation requests for this time period by May 15<sup>th</sup>.



- (d) Vacation requests received outside the above deadlines shall be granted on a first come, first serve basis, unless requests from two or more Employees are made on the same day for the same vacation period in which case seniority shall be used to resolve the conflict. If the Employer is unable to grant the request, the Employer shall notify the Employee. **The Employer shall respond to such requests within three (3) weeks of the date the request was submitted.**
- (e) **Where an employee's requested time cannot be granted in (b) and (c) above, the employee shall be given a reasonable opportunity to select alternate dates, in which case the Employer shall attempt to grant such request before considering the requests of less senior employees.**
- (f) **Vacation granted under (b) and (c) above shall be posted by the Employer no later than the Employer's response date in each of these provisions.**

#### **19.05 Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than forty (40) hours may, with the consent of the immediate management supervisor, be carried over to the following year. Request for vacation carry over entitlement shall be made in writing by the employee to the immediate management supervisor not later than November 1st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving an 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 this unused vacation to the subsequent year.

#### **19.06 Employee Compensation Upon Termination**

An Employee, upon her/his separation from the Employer, shall be compensated for earned vacation leave which s/he has not taken.

### **19.07 Employer Compensation Upon Termination**

An Employee, upon her/his separation from the Employer, shall compensate the Employer for vacation which was taken but to which she/he was not entitled. The Employer may deduct excess vacation usage from the final pay of the Employee. If there is not sufficient pay to cover the liability owing, the Employee is responsible for the deficit.

### **19.08 Recall from Vacation**

The Employer will make every reasonable effort not to recall an employee to duty after she has proceeded on vacation leave or to cancel vacation once it has been approved.

### **19.09 Reimbursement of Expenses upon Recall**

- (a) If an employee's vacation is approved and then cancelled by the Employer causing the employee to lose a monetary deposit on vacation accommodations and/or travel and providing the employee does everything reasonably possible to mitigate the loss, and providing the employee notifies the Employer that the monetary loss will be forfeited, the Employer will reimburse the employee for the monetary deposit.

The employee must provide proof of a loss as set out above.

- (b) The Employer will make every reasonable effort not to require an employee to return to work after she has commenced paid vacation leave. Employees will be recalled from vacation in reverse order of seniority, except where the Employer establishes the need for special skills and qualifications.
- (c) Employees returning to work from paid vacation leave, shall be paid two times (2x) her regular hourly rate for each hour(s) worked during the entire period of vacation cancelled by the Employer whether the Employee was scheduled or not.

### **19.10 Reinstatement of Vacation Upon Recall**

The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further, the Employee shall be permitted to reschedule her vacation leave at a time mutually agreed by the Employee and Employer.

### **19.11 Illness During Vacation**

Sick leave may be substituted for vacation interrupted where it can be established by the Employee to the satisfaction of the Employer that an illness or accident occurred prior to vacation and that illness or accident was such that the vacation of the Employee was interrupted.

## **ARTICLE 20 – HOLIDAYS\***

### **20.01 Paid Holidays for Full-time Employees**

The Holidays designated for employees shall be:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Easter Monday
- (iv) Victoria Day
- (v) July 1<sup>st</sup>
- (vi) Civic Holiday (First Monday in August)
- (vii) Labour Day
- (viii) Thanksgiving Day
- (ix) Remembrance Day
- (x) Christmas Day
- (xi) Boxing Day

any additional day which may be proclaimed and designated by the Federal or Provincial Government as a holiday.

### **20.02 Holiday Falling on a Vacation Day or Day of Rest**

When a day designated as a holiday coincides with a Full-time Employee's day of rest or falls within a Full-time employee's vacation period, that employee shall receive eight (8) hours of holiday credit, to be taken in accordance with Article 20.04(b).

### **20.03 Holiday Compensation for Part Time Employees**

Part-time employees shall be entitled to holidays on a prorated basis (one hour of holiday pay for each 23.7 regular hours paid to a maximum of eighty-eight (88) hours).

#### **20.04 Compensation for Work on a Holiday\***

- (a) Employees required to work on a holiday listed in Article 20.01 shall be compensated at the rate of time and one-half (1.5 x) the employee's regular hourly rate for hours worked on the holiday.
- (b)\* Full-time employees required to work on a holiday listed in Article 20.01 shall receive eight (8) hours of holiday credit to be taken at a mutually agreed time **except that any stat earned in a calendar year but not used by March 31<sup>st</sup> of the following year shall be paid out by May 31<sup>st</sup>.**
- (c) Full-time employees working a twelve (12) hour or a ten (10) hour shift rotation at date of ratification (September 5, 2012) and who continue to work a twelve (12) or ten (10) hour rotation shall receive holiday credits in the same manner as prior to ratification (September 5, 2012).

#### **20.05 Eligibility for Paid Holiday**

Employees shall be entitled to paid holidays providing he/she has worked his/her scheduled working days immediately preceding and immediately following the holiday, unless on an approved paid leave of absence.

#### **20.06 Christmas or New Year's Day Off**

The Employer shall endeavour to schedule each employee with either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

### **ARTICLE 21 - LEAVES OF ABSENCE\***

#### **21.01 Personal Leave**

Subject to operational requirements, the Employer may grant a leave of absence without pay for personal reasons to a maximum of 12 months. Request for such personal leave shall include the reason for the leave, the date of commencement and the proposed date of return from the leave.

#### **21.02 Leave for Family Illness and Personal Preventative Medical/Dental**

Provided a full time employee has sufficient sick leave credits, paid leave of absence up to a maximum of forty (40) hours per year will be debited against sick leave credits in order to:

- (a) Attend to the illness of a member of an employee's immediate family meaning spouse, son, daughter, parent (or legal guardian) and when no one at home other than the employee can provide for the needs of the ill person;
- (b) Engage in and facilitate the Employee's personal preventative medical or dental care;
- (c) To attend medical or dental appointments of immediate family members as listed above, when the family member is not capable of attending alone or the employee's presence has been requested by a dentist or physician.

The Employer may require proof of the need for such leave as considered necessary. The benefits of this clause shall be pro-rated for part-time employees.

### **21.03 Compassionate Leave**

Compassionate Care Leave shall be granted to Employees in accordance with the *Labour Standards Code*, R.S.N.S. 1989, c. 246.

### **21.04 Bereavement Leave**

Immediate Family is defines as the Employee's spouse (common law); child (step child); parent (step parent); sibling (step sibling); grandchild (step grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law; and legal guardian.

The "in-law" and "step-relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time of the benefit claimed.

- (a) If the death occurs in the Immediate Family of an Employee, when said Employee is at work, then said Employee shall be granted bereavement leave with pay for the remainder of her tour of duty.
- (b) In the event of a death in the Employee's Immediate Family, the Employee shall be granted five (5) consecutive days leave of absence effective midnight following the death. The Employee shall be paid for all shifts she or he would normally be scheduled to work during those five (5) days leave if the death had not occurred.

- (c) Up to two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew provided that such day is the Employee's normally scheduled working day.
- (d) If an Employee is on vacation at the time of bereavement leave, the Employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits.
- (e) An Employee who would be on leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (f) An Employee when for any reason other than bereavement leave would not be considered at work, if a death in the immediate family should occur, shall not be eligible for bereavement leave with pay.
- (g) An Employee on sick leave with pay shall not be eligible for bereavement leave with pay.
- (h) All such leave will be granted to an Employee for the purpose of attending the funeral and/or other related matters of the deceased relative.
- (i) In the event that the funeral of a relative listed in Article 21.04 occurs later than the period of bereavement leave, the Employee may defer the last day of bereavement leave until the day of the funeral.
- (j) The above entitlement is subject to proper notification being made by the Employee to the Employer.

## **21.05 Court Leave**

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

- (a) to serve on a jury; (including the time spent in the jury selection process);  
or
- (b) by subpoena or summons to attend as a witness in any proceedings for a matter related to the employee's own employment with the Employer:
  - (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 shall be sufficient in duration to permit the employee to fulfill the witness or jury obligation.
- (e) An employee given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the employee receives for this duty.
- (f) The employee shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

#### **21.06 Pregnancy Leave**

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Employer notice as per Article 21.06(d). 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.
- (b) 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.
- (c) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (d) A pregnant employee shall provide the Employer with at least four (4) weeks' notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date.

- (e) Where notice as required under Article 21.06(d) 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 her leave or return to work.

### **21.07 Pregnant Employee Rights**

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an 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 provided the opportunity to provide medical evidence establishing her ability to work.
- (c) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 21.06(a), may be granted sick leave in accordance with the provisions of Article 22.

### **21.08 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 percent (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 percent (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 (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 (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

## **21.09 Parental and Adoption Leave**

Parental and Adoption Leave shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents.

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave;
  - (i) shall begin immediately upon completion of the pregnancy/birth leave, 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, subject to the Employee's giving four (4) weeks' notice of the date upon which the leave will end. In no case shall the combined pregnancy/birth and

parental/adoption leaves to which the employee is entitled exceed 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 provisions is made in 21.07 (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 parental leave began and in any case, no 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 thirty-five (35) 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 thirty-five (35) weeks after the leave began.

#### **21.10 Rights of Employees on Pregnancy or Parental/Adoption Leave**

- (a) If an employee is entitled to parental/adoption or pregnancy 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.
- (b)
  - (i) When an employee reports for work upon the expiration of the period referred to in Articles 21.07 or 21.10 she shall resume work with the same designation she held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave.
  - (ii) During the period of leave, the Employer will pay its agreed portion of the benefit plan premiums if the employee chooses to pay her share of the agreed portion of the deductions.
- (c) While on pregnancy or parental/adoption leave, an employee shall continue to accrue and accumulate service and seniority credits from the

duration of the leave and her service and seniority shall be deemed to be continuous.

### **21.11 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 (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### **21.12 Leave for Birth of Child**

On the occasion of the birth of his child, an employee shall be granted special leave with pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

#### **21.13 Leave for Adoption of Child**

An employee shall be granted one (1) day's leave with pay for the purpose of the adoption of a child by the employee, or the employee's spouse. This leave may be divided into two (2) periods and granted on separate days.

#### **21.14 Public Office Leave**

- (a) The Employer shall grant a leave of absence without pay upon the request of any Employee to run as a candidate in a Federal, Provincial, or Municipal election. If the Employee withdraws as a candidate or is an unsuccessful candidate, she is entitled to return to her former position without loss of benefits provided that the Employee gives two (2) weeks' notice to the employer of her intent to return unless mutually agreed to a shorter notice period.
- (b) Any Employee in the Bargaining Unit who is elected to full-time office in Federal, Provincial, or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.
- (c) Upon return, the Employee will be placed in a position determined in accordance with the Employer at that time. The Employee shall be placed on the same level of the increment scale the Employee formerly occupied prior to commencing the leave of absence. The Employee shall retain all benefits which accrued up to the time the Employee commenced the leave of absence, including Service. The Employee shall continue to accrue Seniority during the leave of absence.

### **21.15 Storm Leave\***

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

- (i) take the absent time as unpaid; or**
- (ii) deduct the absent time from accumulated holiday time or vacation credits; or**
- (iii) where the employee has no entitlement to accumulated paid leave, the employee may, with prior approval of the employer, make up the absent time as the scheduling allows, provided that overtime will not be payable by the Employer as a result of such time worked.**

## **ARTICLE 22 - SICK LEAVE**

### **22.01 Sick Time**

- (a) Paid sick leave shall accumulate at the rate of eleven point zero eight (11.08) hours per one hundred and sixty (160) regular hours paid. The maximum amount of accumulation shall be one thousand (1000) hours.**
- (b) 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.**
- (c) The Employer reserves the right to require any employee claiming paid sick leave to produce evidence of illness satisfactory to the Employer. For the purpose of this provision, the Employer may require the employee be examined by a medical practitioner of the Employer's choice, in which case the Employer shall be responsible for paying the direct costs of such examination.**

## **22.02 Confidentiality of Health Information**

- (a) An employee shall not be required to provide her or his manager/supervisor specific information regarding the nature of her or his illness or injury during a period of absence. However, the Employer may require the employee to provide such information to persons responsible for occupational health.
- (b) These persons shall not release any information to the manager/supervisor of the employee except the duration or expected duration of the absence, the fitness of the employee to return to work, any limitations associated with the fitness of the employee to return to work, and whether the illness or injury is bona fide.
- (c) The Employer shall store health information separately and access thereto shall be given only to the persons directly responsible for the administration of occupational health.

## **22.03 Alcohol, Drug & Gambling Dependency**

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

## **ARTICLE 23 - LAYOFF, RESIGNATION, CONTRACTING OUT OR DISCHARGE**

- 23.01** Non bargaining unit employees will not perform jobs in the bargaining unit to the extent that this results in a layoff from employment or a reduction in the regular hours of work of any bargaining unit member. This provision does not apply during emergency situations, such as fire, flood, or circumstances beyond the control of the Employer.
- 23.02** No employees shall be laid off from employment or have their regular hours of work reduced as a result of the Employer contracting out work. This provision does not apply during emergency situations, such as fire, flood, or circumstances beyond the control of the Employer.
- 23.03** In the event of a layoff, the following procedure shall be implemented:
  - 1. Layoffs will be done by classification.

2. Part time employees shall not be permitted to displace full time employees.
3. When the Employer determines that a staff reduction will be necessary it shall attempt to alleviate the number of layoffs required by postponing the filling of vacancies. The Employer will provide notice to the union at the same time. The Employer will give priority to this process over the operation of the transfer roster.
4. Where, as part of a staff reduction, a position is to be eliminated in a particular classification, the employee in the position initially affected shall be given the option of choosing among one of the following:
  - i) the employee may choose to accept a layoff, retaining all rights of recall under the collective agreement;
  - ii) the employee may choose to fill an available vacancy;
  - iii) the employee may choose to displace the least senior bargaining unit employee within their classification, hours of work, and shift assignment.
  - iv) the employee may choose to displace the least senior bargaining unit employee in any classification for which s/he is qualified provided she is more senior than the employee being displaced.
5. Employees displaced as per 4 (iii), (iv) shall be given the option of choosing among one of the following:
  - i) the employee may choose to accept a layoff, retaining all rights of recall under the collective agreement;
  - ii) the employee may choose to fill an available vacancy;
  - iii) the employee may choose to displace the least senior bargaining unit employee within their classification.
  - iv) the employee may choose to displace the least senior bargaining unit employee in any classification for which s/he is qualified provided she is more senior than the employee being displaced.
6. The options as outlined in paragraphs four (4) and five (5) above shall be offered to affected employees by seniority in accordance with the following; first, to any affected full-time employees, second, to any affected part-time employees.

7. Employees displaced as a result of the procedure outlined in paragraphs four (4) and five (5) shall be laid off but shall retain rights of recall.
8. Rights of recall for any employee laid off pursuant to this Article shall include the right to be recalled to any temporary or permanent vacancies (including any arising in the work area from where the employee was laid off) which arise, which are in their former classification or a classification for which she is qualified and which are for hours equal to or less than in the position held by the employee prior to the layoff.

No new employees shall be hired to a classification until those laid off in that classification have been given the opportunity of recall, subject to the qualifications and threshold abilities of those on layoff to perform the available work.

The Employer shall provide regular full-time and regular part-time employees with at least six (6) weeks' notice of the effective date of a layoff. If the employee has not had the opportunity to work any previously scheduled days during the notice period, the employee shall be paid for such days in lieu of such notice.

9. The Employer agrees to maintain a recall list. Employees shall remain on the recall list for a period of twelve (12) months from the date of layoff. Employees are responsible for leaving their current address and telephone number(s) with the Employer. Employees will be recalled in reverse order of layoff.

#### **23.04 Seniority List**

- (a) A Seniority list shall be established by the Employer for all Employees in the bargaining unit, showing the name and Seniority date of each Employee who has acquired Seniority under this Agreement. If two (2) or more Employees are hired on the same date, their relative seniority shall be determined by a draw.
- (b) The updated Seniority List shall be posted in the workplace on the Union's bulletin board by January 15 of each year. Employer's will have 30 days from the date the list is posted to challenge the information on the list. Failing any challenge, the list shall be determined to be accurate.
- (c) A copy of the Seniority list will be sent to the Union and to the local president.



### **23.05 Notice of Resignation**

If an employee desires to terminate employment, the employee shall forward a letter of resignation to the Employer not less than four (4) weeks prior to the effective date of termination, provided however the Employer may accept a shorter period of notice.

### **23.06 Acknowledgment of Letters of Resignation**

Receipt of letters of resignation shall be acknowledged by the Employer in writing.

### **23.07 Withdrawal of Resignation**

- (a) An Employee, who has terminated their employment through resignation, may withdraw their resignation, within forty-eight (48) hours of the time it was submitted to the Employer.
- (b) The employee's final pay shall be adjusted to account for accrued or advanced vacation or other benefits and pay.

## **ARTICLE 24 - GRIEVANCE AND ARBITRATION**

### **24.01 Informal Dispute Resolution**

Should a dispute arise during the term of this agreement, such dispute will be resolved in the following manner:

- (a) An employee who feels that they have been treated unjustly or aggrieved by any action or lack of action by the Employer shall first discuss the matter with the immediate Manager/designate no later than ten (10) working days after the date on which the employee became aware of the action or circumstance. The employee may have a Steward present if so desired.
- (b) The Manager/designate shall provide a verbal response to the dispute within ten (10) working days of the discussions unless the Union agrees to extend this time limit.

## **24.02 Union Approval**

Where the grievance relates to the interpretation or application of this Collective Agreement, an Employee is not entitled to present the grievance unless s/he has the approval in writing of the Union, or is represented by the Union.

## **24.03 Grievance**

Where an employee alleges that she has been discharged contrary to Article 12, she may initiate a grievance at Step 2 of the grievance procedure.

## **24.04 Grievance Procedure**

### **STEP ONE**

If the employee or the Union is not satisfied with the verbal decision of their Manager/designate, the employee may, within ten (10) working days of receiving the decision of the Manager, present her grievance in writing to the Corporate Director/designate. The Corporate Director/designate shall give her decision in writing within ten (10) working days.

### **STEP TWO**

If the decision of the Corporate Director/designate is not acceptable to the Union, the employee may, within ten (10) working days of receiving the response, refer the grievance to the CEO/designate. The CEO/designate shall respond in writing to the grievance within a period of fifteen (15) working days.

If the decision of the CEO/designate is not acceptable to the Union, the grievance may be referred to Arbitration pursuant to Article 24.10.

## **24.05 Right to Union Representation**

At any meeting that may occur during the grievance procedure, the employees shall have the right to Union representation.

## **24.06 Working Days**

In determining the time limits under any procedures working days shall be deemed to exclude Saturdays, Sundays and recognized Holidays pursuant to Article 20.01.

#### **24.07 Extension of Time Limits**

At the request of either party to this Agreement, it may be mutually agreed to extend the time limits under the Grievance Procedure.

#### **24.08 Policy Grievance**

A Policy grievance is one where either party to this Agreement disputes the general application, interpretation of this Agreement. The policy grievance shall be initiated at Step 2 of the Grievance procedure within twenty-five (25) days after the circumstances given rise to the grievance occurred or ought reasonably to have come to the attention of the party.

#### **24.09 Employer to Inform Union**

The Employer shall advise the Union of the names of the person designated as the Employer representatives at each step of the grievance procedure.

#### **24.10 Notification**

- (a) Either of the parties may, after exhausting the grievance procedure in Article 24.04, notify the other party at the earliest possible date but in any case no later than 60 working days after the receipt of the reply at Step 2, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.
- (b) Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. 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 recommendations shall be binding upon both parties.

#### **24.11 Employer Grievance**

The Employer may institute a grievance by submitting the matter in writing directly to the Union within ten (10) working days of the events giving rise to the matter. The Union shall reply to the grievance within ten (10) working days of receipt of the grievance. If the response of the Union does not provide satisfactory settlement to the Employer, the Employer may refer the grievance to Arbitration pursuant to Article 24.12.

#### **24.12 Referral to Arbitration**

- (a) In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.
- (b) If the Union and the Employer fail to agree upon the appointment of the arbitrator, the appointment shall be made by the Minister of Labour and Advanced Education for Nova Scotia.

#### **24.13 Arbitration Fees and Expenses**

Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*.

#### **24.14 Arbitration Award**

Arbitration awards shall be final and binding. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

### **ARTICLE 25 – RETIREMENT ALLOWANCE**

#### **25.01 Retirement Allowance**

An employee who retires because of age, mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or an unreduced pension with the Nova Scotia Health Employees' Pension plan shall be granted a Retirement Allowance the equivalent of:

- (a) one-half (1/2) month's pay, if employed for three (3) years but less than ten (10) years;
- (b) one (1) month's pay, if employed for ten (10) years but less than fifteen (15) years;
- (c) two (2) month's pay if employed for fifteen (15) years but less than twenty (20) years;
- (d) three (3) month's pay if employed for twenty (20) years but less than twenty-five (25) years;

- (e) four (4) month's pay if employed for twenty-five (25) years but less than thirty (30) years;
- (f) five (5) month's pay if employed for thirty (30) or more years.

The hourly rate which shall be used to calculate the amount of Retirement Allowance in accordance with this Article shall be the regular hourly rate of the regular classification held by the Employee prior to the termination of employment. In the event of the death of an Employee, the allowance will be paid to the Employee's estate.

A complete year shall mean 2080 regular hours paid. A month shall mean 173 regular hours paid. Employees working less than full time during their employment shall have their retirement allowance pro-rated in direct proportion to the total of the regular hours paid during their length of service. Service shall not be pro-rated.

## **ARTICLE 26 - PENSION PLAN, GROUP LIFE INSURANCE & MEDICAL/DENTAL PLAN**

- 26.01** The Employer will continue to cost share, as currently provided, the premiums for the existing benefit plans in effect or similar plans (i.e. life insurance, pension).
- 26.02** The Employer agrees to cost share on the basis of 65% of the premiums for Blue Cross or similar Health Care Coverage for those Employees who are eligible and who pay their respective share on the basis of 35% of the premiums to participate in the plan.
- 26.03** The Employer agrees to cost share on the basis of 50% of the premiums for a Dental Care Plan for those Employees who are eligible and who pay their respective share on the basis of 50% of the premiums to participate in the plan. Participation in the Dental Care Plan is mandatory for all employees who meet the eligibility requirements, unless the employee provides proof of alternate coverage through a spouse's plan.

## **ARTICLE 27 – WORKERS’ COMPENSATION**

### **27.01 Workers’ Compensation**

Employees are covered by the *Workers’ Compensation Act*.

### **27.02 WCB Earnings Replacement Supplement**

- (a) An employee who is injured on duty shall immediately report or cause to have reported an injury sustained in the performance of her duties to her immediate supervisor.
- (b) Employees may use sick leave credits to supplement the earnings replacement benefit paid by the Workers’ Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the Workers’ Compensation Act and the employee’s net pre-accident earnings.
- (c) A Regular Full Time or Part Time employee who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers’ Compensation benefits may have the Employer provide payment from the employee’s sick leave credits equivalent to the benefits she would earn under the Workers Compensation Act providing the employee is able to establish, to the Employer, that the illness or injury prevents the employee from working and the employee has sufficient sick leave credits.
- (d) In such case, the employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the employee, up to the level of the payment advanced by the Employer.

### **27.03 Ongoing Participation in Group Plan**

The Employer shall continue to cost share the group benefits plans as in accordance with Article 26 while an employee is in receipt of Workers’ Compensation benefits, provided that the employee makes acceptable arrangements with the Employer for payment of her share of the benefit premiums. In no case shall the Employer be required to cost share the benefits for a period longer than six (6) months from the onset of the WCB period. This shall not determine the Employee’s eligibility to participate in the plans.

## **ARTICLE 28 – DAMAGE TO EMPLOYEE PROPERTY**

### **28.01 Personal Property**

The Employer agrees that in the case where damage is done by a resident to a prescribed health device (such as eye glasses, contact lenses, hearing aids, dentures) belonging to an Employee, the Employer will reimburse the Employee for the actual replacement or repair cost of the damaged property. Where the damage is done by a resident to other personal property (such as a watch) belonging to an Employee, the Employer will reimburse the Employee for the reasonable cost to replace or repair the damaged property. Such damage must be reported at the time of the incident with full details provided in the incident report. This provision shall only apply to personal property which the Employee would reasonably have in her possession during the performance of her duty.

## **ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY\***

### **29.01 Occupational Health and Safety Act**

The Employer, the Union and Employees agree to be bound by the provisions of the *Occupational Health and Safety Act, S.N.S 1996, c7* and regulations pursuant to the *Act*.

### **29.02 Occupational Health and Safety Committee**

Notwithstanding section 18 (1) of the *Occupational Health and Safety Act*, the parties agree to maintain the existing Occupational Health and Safety Committee, which will be comprised of such representatives and responsibilities pursuant to the *Occupational Health and Safety Act*.

### **29.03 No Discrimination**

Subject to Article 29.01, pursuant to section 45 of the *Occupational Health and Safety Act*, the Employer shall not take, or threaten to take discriminatory action against an Employee because of that Employee's assertion of her/his rights pursuant to the *Act*, or because of compliance with the *Act*.

### **29.04 Uniforms\***

(a) The Employer shall continue to provide cooks with aprons.

- (b) The Employer shall continue to provide maintenance workers with prescribed shirts, pants and footwear.
- (c)\* **The Employer shall provide Cooks, Food Services Workers and Environmental Service Workers who work in the kitchen with prescribed footwear.**

## **ARTICLE 30 – LABOUR MANAGEMENT COMMITTEE**

### **30.01 Labour Management Committee**

- (a) The Union and the Employer agree to establish/maintain a Labour Management Committee which shall be comprised of two (2) representatives of the Local Union and two (2) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.
- (b) Employees who attend Labour Management meetings held during their scheduled time off shall be paid straight time rates for time spent at such meetings.
- (c) The Committee shall meet no less than three (3) times per year. Either party may request additional meetings on two (2) weeks' notice in which case the Parties shall schedule a meeting at a mutually agreeable time.
- (d) Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting by mutual agreement.
- (e) Minutes are to be drafted by the person appointed to act as secretary to the committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting.

### **30.02 Mandate**

The Labour Management Committee shall meet to discuss matters of concern between the Parties which may include the following:

1. Staffing
2. Orientation
3. Workload
4. Scheduling
5. Transfers



6. Reassignment
7. Scheduling difficulties created by short-term and long-term absences
8. Layoffs
9. Correcting conditions causing grievances and misunderstandings but not any matter that has been referred to the grievance and arbitration process.

The labour management committee shall not negotiate, re-negotiate or amend or alter any terms of this Collective Agreement.

### **30.03 Recommendations**

The Committee shall be responsible for:

1. Defining problems;
2. Developing viable solutions to such problems;
3. Making recommendations to the appropriate Employer or Union authority.

## **ARTICLE 31 – DURATION AND RETROACTIVITY\***

### **31.01 Duration\***

This Agreement shall be binding and remain in effect from November 1, **2011** to October 31, **2014** and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period proceeding the date of its termination.

### **31.02 Retroactivity**

Retroactivity shall only apply to provisions of the salary adjustment in Appendix “A”, annexed hereto. Otherwise the provisions become effective on the date of signing the Collective Agreement or as expressly stated in the Collective Agreement.

### **31.03 Retroactivity\***

**Members of the bargaining unit who have resigned or retired since October 31, 2011 will have thirty (30) days from the date of signing of this Agreement to apply in writing for the retroactive wage increase. This shall not preclude a member upon resignation or retirement from presenting a letter of request to Human Resources on the final day of employment.**

**31.04 Notice to Bargain**

The parties agree to waive the timeline as noted in 31.01 for Notice to Bargain.

**DATED** at \_\_\_\_\_, Nova Scotia, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**Northwoodcare Bedford Inc.**

\_\_\_\_\_  
Rick Kelly  
President & CEO

\_\_\_\_\_  
Josie Ryan  
Executive Director, In Care Living

\_\_\_\_\_  
Theresa MacFadyen  
Coordinator, Human Resources

**Nova Scotia Government & General Employees Union**

\_\_\_\_\_  
Joan Jessome  
President, NSGEU

\_\_\_\_\_  
Jo-Ann Bailey  
Chief Negotiator, NSGEU

\_\_\_\_\_  
Valerie DeCoste, Bargaining Committee

\_\_\_\_\_  
Ashley Dempsey, Bargaining Committee

\_\_\_\_\_  
Michelle Keeping, Bargaining Committee

**APPENDIX "A"**

**WAGE RATES**

**NOTE: All hourly rates are based on 2080 hours**

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
<b>Food Service Worker (Dietary Aide)</b>	Probationary Rate	\$14.22	\$29,574	\$14.50	\$30,165	\$14.87	\$30,919	\$15.31	\$31,847
	Regular Rate	\$14.46	\$30,077	\$14.75	\$30,678	\$15.12	\$31,445	\$15.57	\$32,388
<b>Client Support Assistant (Dietary Aide, Housekeeper)</b>									
<b>Environmental Services Worker (Housekeeping)</b>									
<b>Laundry Worker (Laundry Aide)</b>	Probationary Rate	\$14.51	\$30,185	\$14.80	\$30,789	\$15.17	\$31,558	\$15.63	\$32,505
	Regular Rate	\$14.76	\$30,698	\$15.06	\$31,312	\$15.43	\$32,095	\$15.89	\$33,058
<b>Cook's Assistant (Cook's Assistant)</b>	Probationary Rate	\$17.93	\$37,304	\$18.29	\$38,050	\$18.75	\$39,001	\$19.31	\$40,171
	Regular Rate	\$18.24	\$37,938	\$18.60	\$38,697	\$19.07	\$39,664	\$19.64	\$40,854

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
				<b>Cook - 2nd</b> (Cook - 2nd)	Probationary Rate	\$18.46	\$38,399	\$18.83	\$39,167
	Regular Rate	\$18.78	\$39,052	\$19.16	\$39,833	\$19.63	\$40,829	\$20.22	\$42,054
<b>1st Cook (Journeyman)</b>	Probationary Rate	\$19.61	\$40,794	\$20.00	\$41,610	\$20.50	\$42,650	\$21.12	\$43,930
	Regular Rate	\$19.95	\$41,487	\$20.35	\$42,317	\$20.86	\$43,375	\$21.48	\$44,676
<b>Area Support Clerk</b> (Area Support Clerk)	Probationary Rate	\$16.32	\$33,939	\$16.65	\$34,618	\$17.06	\$35,483	\$17.57	\$36,548
	Regular Rate	\$16.59	\$34,516	\$16.92	\$35,206	\$17.34	\$36,086	\$17.87	\$37,169
<b>Maintenance Worker</b> (Maintenance II*)	Probationary Rate	\$18.48	\$38,443	\$18.85	\$39,212	\$19.32	\$40,192	\$19.90	\$41,398
	Regular Rate	\$18.80	\$39,096	\$19.18	\$39,878	\$19.66	\$40,875	\$20.25	\$42,101

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
<b>Recreation Programmer</b>	Start	\$17.29	\$35,970	\$17.64	\$36,689	\$18.08	\$37,607	\$18.62	\$38,735
	After 1 year	\$17.83	\$37,080	\$18.18	\$37,822	\$18.64	\$38,767	\$19.20	\$39,930
	After 2 years	\$18.41	\$38,302	\$18.78	\$39,068	\$19.25	\$40,045	\$19.83	\$41,246
	After 3 years	\$19.00	\$39,525	\$19.38	\$40,316	\$19.87	\$41,323	\$20.46	\$42,563
	After 4 years	\$19.59	\$40,747	\$19.98	\$41,562	\$20.48	\$42,601	\$21.10	\$43,879
<b>Continuing Care Assistant</b>	Start	\$15.21	\$31,642	\$15.52	\$32,275	\$15.90	\$33,082	\$16.38	\$34,074
	After 1 year	\$15.52	\$32,275	\$15.83	\$32,921	\$16.22	\$33,744	\$16.71	\$34,756
	After 2 years	\$15.82	\$32,915	\$16.14	\$33,573	\$16.54	\$34,413	\$17.04	\$35,445
	After 3 years	\$16.12	\$33,541	\$16.45	\$34,212	\$16.86	\$35,067	\$17.37	\$36,119
	After 4 years	\$16.43	\$34,166	\$16.75	\$34,849	\$17.17	\$35,721	\$17.69	\$36,792

**Letter of Understanding – Transfer Roster\***

**Between:**

**Northwoodcare Bedford Incorporated (the Employer)**

**- and -**

**NSGEU Local 41 (the Union)**

**The Employer and the Union agree to the following:**

- 1. The Employer agrees to create a transfer roster for permanent CCAs and CSAs.**
- 2. Such permanent employees may apply for a transfer within their classification and employment status (e.g. full-time, part-time), for a change in shift (e.g. days, evenings, nights) and/or assignment (e.g. Sandpiper, Lighthouse) by completing a Transfer Request Form and submitting it to the Employer as follows:**
  - a. Full-time staff may request to transfer assignment, increase/decrease employment hours or change to part-time status.**
  - b. Part-time staff may request to transfer assignment, shift, increase or decrease part-time employment hours, but cannot use the transfer roster to obtain Full-time status.**
- 3. All transfer requests expire December 31<sup>st</sup> of the current year.**
- 4. Temporary Positions will be filled using the posting process.**
- 5. Provided the Employee possesses the necessary qualifications transfers shall be awarded in accordance with seniority.**
- 6. Any vacancy which remains unfilled as a result of the transfer process shall be posted in accordance with Article 14.01.**

**Letter of Understanding – Return from Approved Leave\***

**Between:**

**Northwoodcare Bedford Incorporated (the Employer)**

**- and –**

**NSGEU Local 41 (the Union)**

**The Employer and the Union agree to the following:**

**Employees returning to work from a period of approved leave shall normally be returned to the assignment they had prior to the leave. This does not prevent an employee from being subsequently reassigned in accordance with provisions of the Collective Agreement.**