

COLLECTIVE AGREEMENT

between

MOUNTAIN LEA LODGE

and the

**NOVA SCOTIA GOVERNMENT AND GENERAL
EMPLOYEES UNION**

November 1, 2012 to October 31, 2015

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PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of health care service, to promote the well being and increased productivity of employees to the end that clients be well and efficiently served and to promote an environment where employees want to work and are valued, accordingly the parties hereto set forth certain terms and conditions of employment affecting employees covered by this Agreement.

Now therefore, the parties agree as follows:

ARTICLE 1 - INTERPRETATION AND DEFINITIONS*

1.01 Definitions*

For the purpose of this Agreement:

- (1) **“Board”** means Board of Directors of Mountain Lea Lodge.
- (2) **“Common-law relationship”** is said to exist when, for a continuous period of more than one (1) year, an employee has lived with a person, publicly represented that person to be the spouse, and lives continually with that person as if that person were the spouse.
- (3) **“Working Day”** means Monday through Friday excluding holidays.
- (4) (i) **“Employee”** means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
 - (a) **“Full-time Employee”** means an Employee who is hired to work the bi-weekly hours of work as provided in Article 15 hereunder;
 - (b) **“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
 - (c) **“Permanent Employee”** means an Employee who has completed the probationary period described in Article 8 and is employed on a full-time or part-time basis without

reference to any specified date of termination of employment.

(ii) **“Term Employee”***

A Term Employee is an employee hired to work in a Term Position. A casual employee filling a term position shall not accumulate seniority. A casual employee filling a Term Position shall qualify, subject to eligibility, for other benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

Notwithstanding the above, should a casual employee in a Term Position become a Permanent Employee without a break in employment, the **hours of service** shall be **calculated from** the most recent date on which the employee began working in a Term Position.

A Permanent Employee, working in a Term Position, will continue to be covered under the Collective Agreement as a Permanent Employee. Upon completion of the Term Position, the Permanent Employee will be returned to his/her former position.

Term Positions and Term Employees may be terminated at any time at the sole discretion of the Employer. Where the Employer terminates a Term Position or Term Employee, the Employer shall endeavour to give at least two (2) weeks prior notice but in any event shall give as much notice as is reasonably practicable in the circumstances.

- (5) **“Employer”** means Mountain Lea Lodge.
- (6) **“Leave of absence”** means absent from work with permission.
- (7) **“Spouse”** means a legal marriage partner or a live-in partner in a Common-Law Relationship identified in writing to the Employer. This includes a same-sex partner for the purposes of family oriented benefits except where a benefit plan contemplates otherwise.
- (8) **“Union”** means the Nova Scotia Government and General Employees Union.
- (9) **“Week-end”** means the forty-eight (48) consecutive hour period commencing at 0700 hours Saturday to 0700 hours Monday.

(10) “**Term Position**” means work for a definite period of time greater than two (2) months but less than forty-eight (48) months. Such positions shall be posted in accordance with this agreement.

1.02 **Service**

For the purposes of this Agreement, “service” means the total accumulated hours paid by the Employer to an employee from their date of hire by Mountain Lea Lodge. A year of service shall be 2080 hours paid.

1.03 **Gender**

Unless any provision in this Agreement otherwise specifies, words importing the female gender shall include males and vice versa, and words importing the singular shall include the plural and vice versa.

ARTICLE 2 – RECOGNITION

2.01 **Bargaining Agent Recognition**

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

all full time and regular part time Personal Care Workers, Continuing Care Assistants, Home Health Providers, Laundry Workers, Housekeepers, Maintenance Workers, Activities Workers, Food Service Workers (Cooks), and Ward Clerk employed by Mountain Lea Lodge (Annapolis County Municipal Housing Corporation) Bridgetown, Nova Scotia but excluding Registered Nurses, Licensed Practical Nurses, and Administrative Staff and those persons described in 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 # 4593.

(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 – NO DISCRIMINATION

3.01 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination or interference, restriction or, coercion exercised or practised with respect to any employee by reason of membership or legal activity in the Union.

3.02 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by that Act.

3.03 Same-Sex Family Status

Any applicable family oriented benefits (e.g. bereavement leave, medical, etc.) shall be available to families with same-sex spouses in accordance with the provisions of this Collective Agreement except for pension and other plans where the plan contemplates otherwise.

3.04 Workplace Free of Harassment

Both parties to this Collective Agreement agree that harassment, including bullying as defined in the Employer's "Bullying Prevention" policy, is inappropriate and shall support a workplace free from harassment. The Employer shall post a copy of the Harassment and Bullying Prevention policies on the Union bulletin board.

ARTICLE 4 - APPLICATION

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

ARTICLE 5 - FUTURE LEGISLATION

5.01 In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 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.

6.02 Emergency Services

- (a) Notwithstanding an employee's right to strike, the Union agrees that during a legal strike, a sufficient number of bargaining unit employees will be provided to assist the Employer where there are insufficient numbers of excluded persons to provide emergency treatment or care of any resident, if, in the opinion of the majority of the Emergency Services Evaluation Committee, a resident's life would be endangered.
- (b) The Emergency Services Evaluation Committee shall consist of equal representation from the Employer and the Union.

ARTICLE 7 - CHECKOFF

7.01 Deduction of Union Dues and Assessments

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues and assessments uniformly required to be paid by all members of the Union from the bi-weekly pay of all employees in the bargaining unit.

7.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 7.01.

7.03 **Religious Exclusions**

Deductions for membership dues and assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided she makes a contribution equal to said union dues and assessments to some recognized charitable cause.

7.04 **Remittance of Union Dues and Assessments**

- (a) The amounts deducted in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- (b) The required particulars identifying each employee will include the following information:
 - (i) Status (permanent full-time, part-time, temporary);
 - (ii) Leaves (maternity, parental, sick, Workers' Compensation, long term disability, etc.);
 - (iii) Appointments (including name, classification, start date, end date (where applicable), and status);
 - (iv) Terminations (resignations, retirements, etc.).

7.05 **Liability**

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 8 - UNION REPRESENTATION

8.01 **Recognition**

The Employer acknowledges the right of the Union to appoint employees as Stewards.

8.02 **Notification**

The Union agrees to provide the Employer with a list of employees designated as Stewards in the bargaining unit.

8.03 **Servicing of Grievances**

It is understood that the Officers, Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Stewards will not leave their jobs without giving an explanation for leaving and obtaining the Employer's or the Employer's designate's permission. Permission will not be unreasonably withheld so long as operational requirements permit. The Steward shall report back to the Employer or designate before resuming the normal duties of her position.

8.04 The Union shall not be prevented by the Employer from having the assistance of a representative from the Nova Scotia Government and General Employees Union when meeting with the Employer as required in the grievance procedure and collective bargaining. The NSGEU representative may have access to the Employer's premises with prior approval of the Employer. The Union may have the assistance of a representative from outside the Union in all matters relating to the relations between the Union and the Employer.

8.05 The Employer shall be provided with a list, in writing, of all Union officers and their terms of office and shall be immediately advised of any changes to that list.

ARTICLE 9 – APPOINTMENT & PROBATIONARY PERIOD

9.01 (a) A newly hired employee may be appointed to her position on a probationary basis for a period not to exceed six (6) months. During the probationary period and in no case less than three (3) months after commencement of employment, the Employer will provide a newly hired employee with feedback on the employee's performance.

(b) A previous permanent employee who ended her employment of her own accord and who is re-employed in the same classification within twelve (12) months may not be required to undergo a probationary period.

9.02 **Termination of Probationary Appointment**

- (a) The Employer may terminate a probationary appointment at any time.
- (b) The Employer shall notify the Union when a probationary employee is terminated.

9.03 **Notification to the Union**

The Employer shall advise the Union of the appointment, termination, or change of status of each employee in the bargaining unit in accordance with Article 7.04 (b).

ARTICLE 10 - TIME OFF FOR UNION BUSINESS

10.01 **Leave Without Pay**

Any member of the bargaining unit may be granted leave without pay to attend to legitimate union business such as meetings of NSGEU Board of Directors; bargaining Unit Negotiating Committee meetings; delegates to Union affiliated bodies including NUPGE; CLC; NSFL and attendance at Union Education Programs.

This shall be granted provided the Employer can replace the employee at no additional cost and the employee giving the Employer reasonable notice.

10.02 **Notification to Employer**

The Union shall notify the Employer of the names of Mountain Lea Lodge employees, including the department wherein the employee is employed, who are members of the Board of Directors, the Union Executive and Bargaining Unit Negotiating Committee.

10.03 The Employer will continue the salary of an employee who is granted leave without pay in accordance with Article 10.01 or Article 10.04 and will bill the Union for the employee's salary plus twenty percent (20%) for administrative costs and for the Employer's share of benefit costs.

10.04 **Annual Meeting Collective Bargaining Workshop**

- (a) Where operational requirements permit and on reasonable notice as provided in Article 10.04(b), the Employer shall grant leave without pay for a period not exceeding two (2) working days, and leave without pay for travelling time for such portion of the working day prior to and following the

meeting as may be required, to employees who are elected or appointed as registered delegates to attend the Annual Meeting or the Collective Bargaining Workshop of the Union. Such permission shall not be unreasonably withheld. The Employer shall only grant such leave for either the Annual Meeting or the Collective Bargaining Workshop in any one year. However, upon three (3) months advance written request, and if operational requirements permit, the Employer may grant leave as provided herein for both the Annual Meeting and the Collective Bargaining Workshop in the same year if neither were held in the previous year.

- (b) The Union shall notify the Employer in writing of the names, including the department wherein the employee is employed, of the registered delegates attending the Annual Meeting or the Collective Bargaining Workshop of the Union at least three (3) weeks in advance.

10.05 **Contract Negotiations**

Up to three (3) representatives designated by the Union shall not suffer loss of regular pay on days while involved in direct negotiations of a Collective Agreement between the Employer and the Union.

10.06 **Grievance Meetings**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to an employee who has a grievance for the purpose of attending grievance meetings with the Employer.

10.07 **No Loss of Seniority**

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate seniority for the duration of their leave, and their seniority shall be deemed to be continuous. Service shall not accrue or accumulate during such leave but all service credits and benefits accrued to the date the leave starts will be banked for use upon their return.

10.08 **Leave for Full-Time Union Office**

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

ARTICLE 11 – INFORMATION*

- 11.01 (a) The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be shared equally between the Employer and the Union.
- (b) The Union will also provide the Employer with an information package for new employees. The Employer agrees to provide each employee with a copy of the Collective Agreement and the information package upon hire into a bargaining unit position.

11.02 Letter of Appointment*

An employee, upon hiring or change of status, shall be provided with a statement of her classification and employment status, including designation as to her percentage of full-time hours, and pay scale applicable to her position. A copy of this statement shall be sent to the Union at the same time as it is sent to the employee.

11.03 Position Descriptions

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to her position.
- (b) The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances shall that interval be in excess of three (3) years.
- (c) Copies of all current position descriptions shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

11.04 Bargaining Unit Information

The Employer agrees to provide the Union such information relating to employees in the bargaining unit as may reasonably be required by the Union for the purpose of collective bargaining. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the Union's release of such information to any third (3rd) party or entity.

ARTICLE 12 - GRIEVANCE PROCEDURE*

12.01 Disputes

- (a) An employee(s) 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 supervisor no later than ten (10) working days after the date on which the employee became aware of the action or circumstance. The employee(s) may have a Steward present if so desired.
- (b) The supervisor shall answer the dispute within ten (10) working days of the discussions unless the Union agrees to extend this time limit. If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor, and the dispute is a grievance within the meaning hereunder, the employee(s) may within fifteen (15) working days of having received the supervisor's answer, present the grievance in writing to the supervisor at Step 1 of the grievance procedure.

12.02 Grievances

A grievance shall be a difference of interpretation of this Agreement or alleged violation of the provisions of this Agreement. An employee is not entitled to present a grievance unless with the approval in writing of the Union or the employee is represented by the Union.

- 12.03*(a) In each of the steps of the following grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement. In any case where a grievance is presented to the Employer or in meetings arranged by the Employer on each step of the grievance procedure, a representative of the Union shall be present.
- (b) **Grievance Procedure***

The following grievance procedure shall apply:

Step 1

An employee with a grievance shall present the grievance in writing to the Step 1 designate within fifteen (15) working days of the events giving rise to the grievance.

Step 2

Failing satisfactory settlement, within fifteen (15) working days from the expiration of the fifteen (15) working day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to the Step II designate at Step 2 of the grievance procedure.

Step 3

Failing satisfactory settlement, within fifteen (15) working days from the expiration of the fifteen (15) working day period referred to in Step 2, the grievance may be submitted in writing to the **CEO/Administrator** accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The **CEO/Administrator** shall reply to the grievance in writing within fifteen (15) working days from the date the grievance was submitted to Step 3.

The Employer shall notify the Union's employee relations officer and the president of the union local of those designated for the purposes of this Article.

12.04 **Union Referral to Arbitration**

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may refer the grievance to arbitration under Article 13.

12.05 **Amending of Time Limits**

The time limits set out in the grievance procedure or under Article 13 may be extended by mutual consent of the parties to this Agreement.

12.06 **Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be filed at Step 3 of the grievance procedure and resolved pursuant to Article 12. This section shall not apply in cases of individual grievances.

- 12.07 The Employer may institute a grievance by delivering the same in writing to the Union and the President shall answer such grievance within fifteen (15) working days. If the answer is not acceptable to the Employer, the Employer may within

fifteen (15) working days from the day the President gives her answer, give notice to the President of the Union of its intention to refer the dispute to arbitration.

ARTICLE 13 – ARBITRATION*

13.01 Notification

Either of the parties may, after exhausting the grievance procedure in Article 11, notify the other party at the earliest possible date but in any case no later than sixty (60) working days after the receipt of the reply at Step 3 from the date such reply is due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

13.02 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

13.03 Single Arbitrator*

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within five (5) days of notice of arbitration in accordance with Article 13.01, **either party may request** the appointment be made by the Minister of Labour **and Advanced Education** for Nova Scotia.

13.04 Arbitration Board*

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 13.01. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, **either party may request** the Minister of Labour **and Advanced Education** for Nova Scotia appoint the chair.

13.05 Arbitration Procedure

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

13.06 **Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Step 1 of the grievance procedure in Article 12 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

13.07 **Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. 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.

13.08 **Arbitration Expenses***

To the extent that such fees and expenses are not covered by the Department of Labour and **Advanced Education**, each party shall pay the fees and expenses of its appointed member and one-half of the fees and expenses of the chair or single arbitrator.

ARTICLE 14 - DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 **Just Cause**

An employee who has completed the probationary period may be disciplined or discharged, but only for just cause.

14.02 **Notification**

- (a) Where an employee is placed on administrative leave with pay, suspended without pay or discharged, the Employer shall, within ten (10) days of the leave, suspension or discharge notify the employee and the Union in writing stating the reason for the leave, suspension or discharge.
- (b) Where an employee is suspended without pay or discharged and a grievance is to be filed, the affected employee or the union shall file the grievance at Step 3 of the grievance procedure.

14.03 The Employer will advise an employee that he/she has the right to Union representation where an employee is required to attend a meeting with the Employer for the purpose of discipline.

ARTICLE 15 - JOB POSTING*

15.01 Job Posting*

- (a) Where the Employer determines that a vacancy exists and is to be filled within the bargaining unit, a notice shall be posted for a period of ten (10) days.

The Employer may advertise for candidates outside the bargaining unit for positions within the bargaining unit; however, the Employer shall not fill any bargaining unit position until it is satisfied that no candidate from within the bargaining unit meets the stated qualifications, skills, and abilities. The Employer recognizes the principle of promotion within the service of the Employer and that job opportunity should normally increase in proportion to length of service.

- (b) (i) The Employer will select the best candidate with the stated qualifications, skills and abilities provided the qualifications, skills and abilities bear a reasonable relationship to the position and its duties. In the event that two or more applicants are of equal merit, seniority will prevail.

(ii) Notwithstanding (b)(i) above, the Employer may award the position to the most senior applicant without conducting an interview.

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

During the trial period, the Employee shall retain the option of returning to the Employee's former position with the same procedure being followed as outlined above. Any other Employee promoted or transferred in relation to the above assignment shall also be returned to that Employee's former position with the same procedure being followed as outlined above.

- (d) Notwithstanding 15.01 (a), if there are no applicants for posted vacancies, the Employer may fill such vacancies by increasing the designation of qualified part-time employees in increments equivalent to the posted vacancy.
- (e) The notice posted shall indicate:
 - (i) classification and work area;
 - (ii) whether the appointment is full time or part time, and any applicable part time designation.
- (f) Where the job posting relates to a rotating shift, the notice posted shall indicate whether the Employer anticipates day, evening and/or night shifts will be included in the regular rotation. The parties recognize that it is the Employer's right to schedule Employees and that a posting which indicates the anticipated shifts is for information only and that the shift or rotation is subject to change.

15.02 **Appointments**

Appointments from within the bargaining unit shall normally be made within four (4) weeks of posting. The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.

ARTICLE 16 – HOURS OF WORK*

16.01 **Hours of Work**

The hours of work shall be eighty (80) hours per bi-weekly period normally consisting of ten (10) eight (8) hour shifts.

- 16.02 Each eight (8) hour shift shall include a paid one half hour (1/2) meal break and two fifteen (15) paid minute rest periods. Each four (4) hour shift shall include one fifteen (15) minute paid rest period.

16.03 **Days Off**

During the two (2) week period all bargaining unit members shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off, unless the employee agrees otherwise.

16.04 **Consecutive Shifts**

The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than six (6) consecutive days, six (6) consecutive evening shifts or six (6) consecutive night 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.

16.05 **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 four (4) weeks. Before schedules are drawn up, an employee requiring specific days off shall submit in writing a request for such days off. The employee's preference shall be granted wherever possible.
- (b) The Employer shall make every reasonable effort not to change shifts after posting. If the Employer changes the shift schedule within twenty-four (24) hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform employees of the shift changes made to the posted schedules.
- (c) Overtime rates and the twenty-four (24) hour notice period provision provided for in Article 16.05(b) shall not apply when the employee requests a double shift, an additional shift which would result in the employee working more than the full-time biweekly hours of work described in Article 16.01 or an additional shift without sixteen (16) hours rest.

16.06 **Exchange of Shifts**

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

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

notice on the prescribed form to the other two (2) parties that the arrangement shall cease. Such notice shall be given at least two (2) weeks prior to the posting of the next schedule.

Seniority shall not apply to give employees priority with respect to exchange of shifts under this Article 16.06.

16.07 **Weekends Off***

- (a) The Employer shall grant full-time employees every other weekend off unless otherwise mutually agreed between the full time employee and the Employer. Full-time employees who are willing to work on their weekend off shall sign the weekend call list on **Sparrow** Wing bulletin board. Employees shall be called in order of seniority. An employee called in to work under this provision shall be entitled to the applicable overtime rate.
- (b)
 - (i) The Employer shall grant part-time employees one (1) weekend off in three (3).
 - (ii) The Employer shall endeavour to give part-time employees every other weekend off where operational requirements permit.

16.08 There shall be sixteen (16) hours between regularly scheduled shifts unless mutually agreed upon by the employee and the Employer to be otherwise.

16.09 **Shift Arrangements**

- (a) Shift arrangements in effect as of August 26, 2008 shall remain in effect as long as operational requirements permit or the parties mutually agree otherwise.
- (b) In the event the Employer wishes to change the shift arrangements mentioned in Article 16.09 (a), the Employer will advise the Union and receive suggestions with the view to minimizing any adverse effects that a change to those shift arrangements may have on such employees.

16.10 **End of Shift**

When an employee is required by the Employer to work in excess of twenty (20) minutes at the end of a shift, the employee will receive overtime rates for any period in excess of the twenty (20) minutes and it shall be rounded to the next quarter (.25) hour.

16.11 Employees who report for work as scheduled by the Employer or designate shall be guaranteed work for that shift.

ARTICLE 17 – OVERTIME

- 17.01 (a) Except as otherwise provided in this Agreement, where the Employer requires an employee to work in excess of eight (8) hours per day or eighty (80) hours bi-weekly the employee will be compensated at the rate of one and one half (1½) times the employee's regular rate of pay.
- (b) Subject to operational requirements of the service, the Employer shall make every reasonable effort to:
- (i) allocate overtime work in a fair and equitable basis among readily available and qualified employees; and
 - (ii) give employees who are required to work overtime, notice of the overtime requirement as soon as reasonably possible after the Employer determines that overtime shall be required.
- (c) The Union is entitled to consult the Employer or its designate whenever it is alleged that employees are required to work unreasonable amounts of overtime.
- (d) The Employer is not obligated to offer additional shifts to any employee who becomes eligible for overtime compensation.

17.02 Form of Compensation

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

17.03 Except as provided in Article 16.10, in computing overtime a period of thirty (30) minutes or less shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

17.04 If an employee is required to work a double shift, the Employer shall provide a meal to the employee.

17.05 An employee who is called out to work outside her regularly scheduled hours of work in unusual or emergency circumstances shall receive a minimum of four (4)

hours at the employee's straight time rate or overtime rate, whichever is greater. This provision does not apply to mandatory pre-scheduled education or training courses provided in-house by the Employer. Time spent in those education or training courses shall be compensated at the regular straight time hourly rate or the overtime rate, whichever is applicable.

ARTICLE 18 – HOLIDAYS*

18.01* (a) The Holidays designated for employees shall be:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Easter Sunday
- (iv) Victoria Day
- (v) July 1st
- (vi) First Monday in August
- (vii) Labour Day
- (viii) Thanksgiving Day
- (ix) Remembrance Day
- (x) Christmas Day
- (xi) Boxing Day
- (xii) **third (3rd) Monday in February (effective February 2015).**

(b) For the purpose of determining whether a shift falls on a holiday, the shift commencing at 11:00 p.m. prior to the holiday and ending at 7:00 a.m. on the designated holiday shall be considered to be the first shift of the holiday.

(c) Employees scheduled to work Christmas Day and/or New Years Day shall be paid at two (2) times their regular rate for the hours worked.

(d) **Part time Employees***

In lieu of the above-noted holidays, regular part-time employees are entitled to eight (8) hours banked holiday credits for every one hundred eighty-nine (189) hours paid by the Employer. **Effective February 1, 2015 the accrual rate shall be eight (8) hours banked holiday credits for every one hundred seventy-three point four (173.4) hours paid by the Employer.** Subject to Article 18.01 (c), if a part-time employee works on any of the recognized holidays, the employee shall be compensated at the rate of time and one-half (1.5x) the employee's regular hourly rate of pay for the hours worked on the holiday.

18.02 **Holiday Falling on a Vacation Day or a Day of Rest**

When a day designated as a holiday coincides with a Full-time Employee's day of rest, the Employer shall grant the holiday with pay on another day mutually agreed between the Employer and the employee. When a holiday falls within a Full-time employee's vacation period, the employee will be deemed to have had the holiday off and a vacation credit will not be debited for that day.

18.03 Work on a Holiday

For full-time employees required to work on any of the foregoing recognized holidays, the Employee 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 and the Employee shall receive either of the following, as may be mutually agreed:

- (a) a maximum of eight (8) paid hours in lieu of the holiday to be taken by March 31st at a time mutually agreed by the Employer and the Employee, or
- (b) a maximum of eight (8) hours pay in lieu of the holiday at the Employee's regular hourly rate of pay which, if not taken, shall be paid out by March 31st of each year.

All Employees

18.04 Christmas or New Year's Day Off

Each employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday. The Employer shall make every reasonable effort to schedule an employee in such a manner that she does not work the same holiday (Christmas Day or New Year's Day) worked in the previous year, unless mutually agreed otherwise.

ARTICLE 19 – VACATIONS*

Vacation Accrual*

- 19.01* (a) Vacation credits shall accumulate to the Employee on the following basis:
- (i) Effective the date of hire, vacation shall accumulate at the rate of ten (10) hours (1.25 days) of vacation credits for each two hundred and forty (240) regular hours (30 days) paid.

- (ii) Effective on the commencement of the second (2nd) year of service, vacation shall accumulate at the rate of ten (10) hours (1.25 days) of vacation credits for each one hundred and seventy three (173) regular hours (21.625 days) paid.
 - (iii) Effective the commencement of the fifth (5th) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 130 regular hours paid.
 - (iv) Effective the commencement of the sixteenth (16th) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 124 regular hours paid.
 - (v) Effective the commencement of the seventeenth (17th) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 118 regular hours paid.
 - (vi) Effective the commencement of the eighteenth (18th) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 113 regular hours paid.
 - (vii) Effective the commencement of the nineteenth (19th) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 108 regular hours paid.
 - (viii) Effective on the commencement of the twentieth (20th) year of service, vacation shall accumulate at the rate of ten (10) hours of vacation credits for each 104 regular hours paid.
- (b) The vacation year is from January 1 through December 31. Any vacation not taken by December 31 shall be paid out by the Employer not later than January 31 in the following year. Vacation must be taken in the year in which it became owing to the employee and shall not be carried over from one year to another except as provided in Article 19.04.
- (c)* **Summer Vacation Period – June 15 to September 15**

Employees requesting leave during the Summer Vacation Period must submit a written request not later than April 15. **The request shall include the employee's first and alternate choices.** The Employer shall post a vacation roster setting out the approved vacation periods not later than May 15. No employee shall be granted more than two (2) **blocks** of vacation until all staff have had the opportunity to choose two (2) **blocks** of vacation time during the Summer Vacation Period. **A block shall be**

defined as a seven (7) consecutive calendar day period. The maximum vacation allowed in two (2) blocks is ten (10) shifts.

(d) **September 15 – December 31**

Except as provided herein, employees requesting leave during the period of September 15 to December 31 must submit a written request not later than July 15. The Employer must post a vacation roster setting out the approved vacation periods not later than August 15.

(e) **January 1 – June 15**

Employees requesting leave during the period of January 1 to June 15 must submit a written request not later than November 15. The Employer shall post a vacation roster setting out the approved vacation periods not later than December 15.

(f) Vacation requests received outside of the above deadlines shall be granted on a first come, first served basis, subject to operational requirements, and provided such requests are submitted at least two (2) weeks in advance of the schedule being posted. Where the employee has provided such notice, the Employer shall respond to the request within two (2) weeks of the date the request was submitted. The Employer will make best efforts to respond to requests made upon shorter notice.

(g) The parties recognize that due to the scheduling of holidays and other operational requirements, it is more difficult for the Employer to grant vacation time between December 15 and January 5.

19.02 (a) Employees may exercise their seniority rights only once and for a maximum of two (2) consecutive weeks during the vacation year where there is a conflict in vacation requests. Where the Employer cannot grant a vacation request unless the employee uses his or her seniority, the Employer shall make the employee aware of this.

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

19.03 Regular part-time employees shall receive paid vacation on a proportionate basis to time worked.

19.04 Where an employee has not had her vacation request approved and cannot otherwise take her vacation in the year owing, the employee may carry over up

to forty (40) hours to the following year. Any vacation owing greater than forty (40) hours shall be paid out by the Employer not later than January 31 in the following year.

- 19.05 If the Employer unilaterally cancels an employee's vacation, which it had previously approved, and such cancellation results in that employee forfeiting a deposit on her vacation package, the Employer will reimburse the employee for the lost deposit, providing the employee can show proof of such loss and that they have done everything reasonably possible to eliminate or reduce that loss. In addition, the employee must advise the Employer that a potential claim exists at the time the Employer proposes to change the vacation period.

ARTICLE 20 – LEAVES*

- 20.01 (a) Paid sick leave shall accumulate at the rate of twelve (12) hours (1.5 days) per one hundred and seventy three (173) hours (21.625 days) worked, effective the first day of employment. The maximum amount of accumulation shall be nine hundred and sixty (960) hours (120 days).
- (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.
- (d) In all cases of illness or injury, an employee must notify their supervisor as soon as possible but at least one (1) hour before the commencement of duty on day shift and at least three (3) hours before commencement of duty on evening and night shifts.
- (e) The Employer shall provide each employee with a statement of their sick leave credits on the employee's regular pay statement.

20.02 **Alcohol, Drug and 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.

20.03 **Confidentiality of Health Information**

- (a) An employee shall not be required to provide their supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to the **CEO/Administrator**, Director of Nursing, or Assistant Director of Nursing, as directed, by the Employer. The Employer shall only release such information to the employee's supervisor that is required for timely and safe work scheduling, such as the duration or expected duration of the illness, the employee's fitness to return to work and any limitations associated with the employee's fitness to work.
- (b) The Employer shall store employee health information separately and restrict access thereto to those who are directly involved in administering that information.

20.04 **Injury on Duty**

(a) **Reporting of Injuries**

An employee who is injured on duty shall immediately report or cause to have reported an injury sustained in the performance of their duties to their immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

- (b) Where an employee is compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement equal to the difference between the earnings replacement benefit received by the employee from the Workers' Compensation Board and the employee's net pre-accident regular bi-weekly pay. It is the intent of the parties that in no circumstances shall the employee receive an increase in income as a result of this Article. When this supplement is being paid, the Employer shall deduct from the employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's sick leave credits are exhausted, the employee shall be paid only the Workers' Compensation Benefits Allowance.

(c) **Record of Injury**

The Employer shall maintain a record of reported injuries on duty in the employee's personnel file.

- (d) Provided the employee meets the criteria for sick leave, where an employee applies for benefits from the Workers' Compensation Board and there is a delay in making a determination on the claim, the employee shall be paid sick leave benefits, provided such benefits are available, until benefits are paid by the Board.

20.05 **Jury Duty**

- (a) An employee subpoenaed for matters relating to their employment with Mountain Lea Lodge or for jury duty, shall be granted leave of absence without loss of regular pay.
- (b) An employee given leave of absence without loss of regular pay to serve pursuant to the above article, shall have deducted from their salary an amount equal to the amount that the employee received for such duty.

20.06 **Leave of Absence Without Pay**

The Employer, may, subject to operational requirements, grant an employee with a minimum of two (2) years of service a leave of absence without pay for personal reasons. Such request shall include the reason for the leave and the date of commencement and the proposed date of return from such leave.

20.07 **Preventative Medical/Dental and Family Illness Leave**

- (1) Regular full-time employees shall be allowed a leave of absence up to a maximum of forty (40) hours per annum to be debited against sick leave in the following situations:
- (a) to attend to the illness of an employee's spouse, common-law spouse or same-sex partner previously identified to the Employer, child or parent who permanently resides with the employee and when no one other than the employee can provide for the needs of the ill person. The purpose of this leave shall be to permit the employee to make such arrangements as are necessary to enable the employee to return to work.

- (b) the employee requests leave in order to engage in personal preventative medical or dental care and such appointments cannot be made outside the employee's scheduled shifts.

Part-time employees shall be granted leave under (a) and (b) above prorated at one (1) hour for every fifty-two (52) hours paid to a maximum of forty (40) hours.

- (2) The employee shall give as much notice of the requirement for leave pursuant to this Article as possible.
- (3) The employee's immediate supervisor may require proof of the need for such leave as she considers necessary.

20.08 **Bereavement Leave**

- (a) If a death occurs in the immediate family of an employee that is, father, mother, grandparent or grandchild, sister, brother, spouse, same-sex spouse, ward who resides with the employee or resided with the employee during the ward's minority, son, or daughter, stepparent or stepchild, when the employee is at work, or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's tour of duty for that day.
- (b) Should a death occur in the employee's immediate family, the employee shall be granted five (5) consecutive days leave of absence effective midnight following the death and shall be paid for shifts the employee would normally be scheduled to work during these five (5) days leave if the death had not occurred.
- (c) An employee may be granted two (2) days bereavement leave to attend the funeral of a father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt or uncle, niece, nephew, grandparent of spouse, or a relative or friend permanently residing in the employee's household. The employee shall be paid for shifts the employee would normally be scheduled to work during the day of the funeral if the death had not occurred.
- (d) An employee granted leave under (b) or (c) above may defer one (1) day of leave until the day of the funeral or official memorial service where such event is delayed. The Employer may request proof of same. Such deferral shall not extend beyond nine (9) months from the date of death.

- (e) An employee who is on leave of absence other than bereavement leave shall not be eligible for bereavement leave with pay.
- (f) An employee who is on sick leave with pay shall not be eligible for bereavement leave with pay.
- (g) An employee on vacation with pay shall not be eligible for bereavement leave with pay.
- (h) An employee when for any reason other than bereavement leave, would not be considered to be at work shall not be eligible for bereavement leave with pay.

20.09 **Pregnancy & Parental Leave/Adoption Leave**

- (a) The Employer will provide unpaid pregnancy, parental and/or adoption leave in accordance with the *Labour Standards Code* of Nova Scotia.
- (b) Notwithstanding Article 20.09(a) (and Section 59F of the *Labour Standards Code*), while an employee is on unpaid pregnancy, parental and/or adoption leave under this Article, the Employer shall grant to the employee the option of continuing their participation in the Group Benefit Program. The employee shall notify the Employer in writing of their decision to exercise this option at least ten (10) calendar days prior to the first day of the month in which they commence their leave.
- (c) Where the employee opts to maintain their participation in the Group Benefit Program, the employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage during the period of leave.

(d) **Pregnancy/Birth Allowance**

- (i) 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.).
- (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to

seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;

(2) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E. I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

(iii) For the purpose of this allowance, an Employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.

(iv) 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.

(v) 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 ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

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

(i) 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.

(ii) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:

- (1) 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;
 - (2) 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.
- (iii) 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 parental or 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.
 - (iv) 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.
 - (v) 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*.
- (f) A copy of the Pregnancy Leave and Parental Leave provisions of the *Labour Standards Code*, R.S.N.S. 1989, C. 246 is attached as Appendix "B".

20.10 **Compassionate Care Leave***

Employees shall be entitled to compassionate care leave in accordance with the *Labour Standards Code* (Nova Scotia).

ARTICLE 21 - HEALTH & SAFETY*

21.01 Occupational Health and Safety Act

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

21.02 Workload*

An employee who believes that she cannot adequately and safely care for residents because of the employee's workload, may, in a timely manner after the alleged situation arises, file a report which shall be submitted to and discussed with the Director of Nursing. Subject to Article **23**, this report may also be discussed by the Labour-Management Consultation Committee.

ARTICLE 22 - NEW JOB CLASSIFICATIONS

22.01 The rate of pay for any position in the bargaining unit not covered by Appendix "A" which may be established during the life of this Agreement, shall be subject to discussions between the Employer and the Union.

ARTICLE 23 – LABOUR-MANAGEMENT CONSULTATION

23.01 Labour-Management Consultation Committee

The parties agree to continue with the Labour-Management Consultation Committee presently in effect. The parties acknowledge the mutual benefits to be derived from joint consultation, and subject to Article 23.03, are prepared to enter discussion on matters of common interest and mutual concern.

23.02 The Committee shall meet at the request of either party.

23.03 Topics for discussion may be agreed upon by the Committee and the agenda shall be drafted one (1) week prior to the meeting whenever possible.

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

23.04 **Joint Consultation**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are meeting with management in joint consultation as prescribed by this Article.

ARTICLE 24 - SENIORITY, LAY OFF & RECALL *

24.01 **Seniority***

- (a) "Seniority" shall be defined in accordance with the following:
 - (1) Seniority of bargaining unit employees in the bargaining unit as of December 16, 1998 is defined as their length of continuous employment since their last date of hire by Mountain Lea Lodge.
 - (2) All employees in the bargaining unit after December 16, 1998 shall accumulate seniority for continuous employment in the bargaining unit at Mountain Lea Lodge represented by the Union.

- (b) Posting of Seniority Lists:
 - (1) Within sixty (60) days following the signing of this Agreement, and annually thereafter on November 30, the Employer shall post a list setting out each employee's seniority date. Each employee shall have thirty (30) days from the date the list is posted to challenge their seniority date in writing. The Employer shall reply to the employee's written objection within thirty (30) days of receipt of the written objection. If no written objection is received by the Employer within thirty (30) days from the date the list is posted, the seniority lists shall be deemed to be correct and accurate in all respects until the new lists are posted in the following year and the Employer's reliance on the seniority lists shall not be the subject of a grievance.
 - (2) An employee who is absent from work for any part of the thirty (30) day posting period shall have thirty (30) days from the date of her return to work to object in writing to their seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the employee's return to work, the posted seniority date for the employee will be considered to be the employee's seniority date for all purposes and the Employer's reliance on the seniority lists shall not be the subject of a grievance.

24.02 Seniority shall operate on a bargaining unit wide basis.

24.03 An employee shall lose seniority rights and their employment shall terminate in the event that the employee:

- (a)* **In the case of resignations, on the effective date of the resignation, provided the** resignation has not been revoked within twenty-four (24) hours of being served on the Employer;
- (b) is discharged for just cause and not reinstated;
- (c) is laid off for a period of more than twelve (12) months;
- (d) is absent from work for more than one (1) scheduled work day without securing leave of absence from the Employer, unless the employee can satisfy the Employer that such notification was not possible;
- (e) fails to return to work within seventy-two (72) hours after recall notice is given personally or by registered mail to their last address on file with the Employer.
- (f) fails to return to work following an approved leave of absence on the day set out when the leave was granted; or
- (g) **In the case of retirement for any reason, on the date of retirement.**

24.04 **Notice to Union**

Where employee/s are to be laid off, the Employer will advise the Union as soon as it determines that the lay-offs appear probable in an effort to elicit the Union's advice on suggestions to minimize the adverse effects and impact on the bargaining unit.

24.05 **Introduction of Changes**

The Employer agrees that it will endeavor to introduce changes in a manner which, as much as it is practicable, will minimize the disruptive effects on employees.

- (a) An employee may be laid off because of shortage of work, shortage of funds, or because of an elimination of a position.

- (b) In the event of lay offs, employees shall be laid off in reverse order of seniority and recalled in order of seniority within the bargaining unit.

24.07 **Notice of Layoff**

Thirty (30) working days written notice of lay off shall be given (and copied to the Union) except lay offs as a result of labour disputes or emergencies beyond the control of the Employer at which time as much notice as possible will be given.

24.08 **Recall**

An employee shall be recalled by personally delivered letter or registered mail and the employee shall respond as quickly as possible. Recall notices sent by registered mail shall be deemed received by the employee on the third working day after being posted. Recall notices sent by personal delivery shall be deemed received by the employee within forty-eight (48) hours of the day the letter was signed for. The employee shall have seventy-two (72) hours from receipt of the letter to accept recall.

Notwithstanding the above, the Employer may contact the employee by telephone and the employee may accept recall by phone. In such cases the Employer shall confirm the recall arrangements in writing in accordance with the process outlined above, except that the employee shall be deemed to have accepted the recall.

The employee is responsible for having their current telephone number and address on record with the Employer.

24.09 **No New Employees**

No person outside the bargaining unit shall be employed in a bargaining unit position until all qualified laid off employees have been given the opportunity for recall.

24.10 **Termination of Recall Rights**

Recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

ARTICLE 25 - GENERAL CONSIDERATIONS*

25.01 Bulletin Boards

The Employer shall provide bulletin board space accessible to employees upon which the Union may post notices of meetings, workshops and other similar non-political, non-critical communiqués.

25.02 Orientation / Training and Workshops

- (a) The Employer will provide an orientation period to cover essential information, procedures and routines. The employee shall be required to attend the orientation as part of their employment.
- (b) The Employer will provide in-service training focused on the needs of staff and residents subject to available resources as determined by the Employer.
- (c) Pertinent information received by the Employer regarding external workshops and seminars will be posted on the bulletin board. Employees interested in attending such workshops or seminars may discuss the appropriateness or feasibility of their attendance with the **CEO/Administrator** or designate. The final decision regarding whether an employee attends an external workshop or seminar rests with the Employer. In certain instances, the Employer may require an employee to attend an external workshop or seminar to acquire or improve necessary job-related skills.

Employees who are required by the Employer to attend external workshops or seminars shall suffer no loss of regular pay while in such attendance. Such employees may also submit an expense account in the form required by the Employer for any expenses approved by the Employer prior to their attendance at the workshop or seminar.

Employees who are given an educational opportunity outside the Lodge will be responsible for relaying such information to other staff members.

25.03 Personnel Files

Upon request, an employee shall be permitted to view their personnel file with the **CEO/Administrator** or designate at a mutually convenient time. In addition, in the event of a grievance/arbitration involving the employee, a representative of the Union, with the employee's written consent, may also view the employee's

personnel file in the presence of the **CEO/Administrator** or designate at a mutually convenient time.

25.04 **Clothing***

Where conditions of employment are such that in the Employer's opinion, an employee's clothing may be contaminated, or, where the employee's clothing may be damaged, the Employer shall provide and the employee shall wear a cover-up.

The Employer will provide for the laundering of protective clothing which it provides to employees.

Where an employee is required by the Employer to wear safety footwear, the Employer shall reimburse the employee for the cost of same to a maximum of \$100.

Where the personal property of an employee is damaged by a resident in the execution of the employee's duties, the Employer will reimburse the employee for the reasonable replacement or repair cost of the damaged property. To be eligible for reimbursement 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 his/her possession during the performance of his/ her duties.

25.05 **Job Descriptions**

Within a reasonable time of signing the Collective Agreement the Employer shall place a copy of the job description for each classification in the bargaining unit where employees will have access to them. When such job descriptions are changed, the employer shall replace the old version with the new version, and affected employees shall be informed of the changes forthwith.

ARTICLE 26 – PART TIME EMPLOYEES*

26.01 **Application of Collective Agreement**

Except as specifically provided herein, the provisions of this Agreement shall apply to part-time employees as defined in Article 1.01(4) (i)(b).

26.02 **Entitlement to Benefits**

Part time employees shall be entitled to benefits pro-rated on the basis of hours worked, except as otherwise provided herein.

26.03 **Unpaid Leave**

Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.

26.04 **Additional and Relief Shifts***

- (a)* All part-time employees shall indicate to the Employer in writing on the form provided by the Employer whether the employee is interested in the assignment of Additional Shifts beyond her or his designation as a percentage of full-time hours, and her availability for such work. Only when the Part-Time Employee has expressed an interest, may she be assigned to Additional Shifts. Additional shifts will be assigned to Part-Time Employees in order of seniority (always start at the top). No more than three (3) Additional Shifts per pay period will be assigned to an Employee before moving on to the next senior Employee. Where there is insufficient Part-Time availability Casuals will be assigned such shifts. Any changes to the availability of the Part-Time Employee must be requested in writing and shall be considered quarterly. Such request is subject to approval by the Employer. Upon approval, the revised availability will come into effect for the next applicable posted schedule.
- (b) Relief Shifts (those becoming available after the posting of the schedule) will be offered to Part-Time Employees in order of seniority on a rotating basis (start at the next on the list). Two (2) Relief Shifts will be offered to an Employee before moving on to the next senior Employee. Where there is insufficient Part-Time availability Casuals will be assigned such shifts.
- (c) The Employer shall not be required to assign or offer Part-Time Employees Additional or Relief Shifts that would result in the employee working overtime. Part-Time Employees shall notify the Employer when the proposed assignment places them in an overtime situation.
- (d) Part-Time Employees shall not be eligible for overtime compensation or call back premiums for Additional or Relief Shifts worked in accordance with this article, except when the hours worked exceed the regular shift length or eighty (80) hours biweekly.

ARTICLE 27 – RETIREMENT

27.01 Retirement Allowance

- (a) This provision shall become effective on the date of signing the Collective Agreement.
- (b) This provision shall not apply to casual employees.
- (c) This provision shall not apply in conjunction with any other retirement allowance provision.
- (d) An employee who retires because of age, or mental or physical incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan, and who has been eligible to join the Employer's pension or Group RRSP plan for less than ten (10) years, shall be entitled to a retirement allowance. The retirement allowance shall be five hundred dollars (\$500) for each year of service the employee has not been eligible to join the Employer's pension or Group RRSP plan.
- (e) An employee working less than full-time at any point during his or her employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full-time during the length of service).
- (f) For the purposes of this provision, "service" shall be calculated based on the number of complete calendar years the employee has been employed with the Employer since his or her most recent date of hire.
- (g) This provision shall not apply to employees hired after August 6, 2003.

ARTICLE 28 - RESIGNATION

- 28.01 An employee wishing to terminate their employment shall endeavour to give four (4) weeks written notice of the effective date of their resignation to the **CEO**/Administrator and in any case, not less than two (2) weeks written notice must be given. An employee who fails to give notice in accordance with this Article shall pay to the Employer or have deducted from their last pay an amount equal to the pay which would have been earned during the notice period.
- 28.02 The employee's final pay shall be adjusted to account for accrued or advanced vacation or other benefits and pay.

ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES*

29.01 The Employer shall pay employees bi-weekly on a Thursday. Each employee shall be provided with an itemized statement of their wages, overtime, and any supplementary pay deductions.

29.02 The Employer will make every reasonable effort to correct payroll errors no later than the payroll period following the error.

29.03 **Shift Premium***

Effective November 1, 2012, employees who work four (4) hours or more between 1800 and 0700 shall receive a shift premium of one dollar and **seventy-five cents (\$1.75)** per hour for each hour worked during the shift. **Effective October 31, 2015, the rate becomes one dollar and eighty-five cents (\$1.85) per hour.**

29.04 **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 job description normally requires periodic substitution in the higher paying position, as defined by the position specification, title and salary range.
- (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.

29.05 **Weekend Premiums***

Effective November 1, 2012, all employees shall receive a weekend premium of one dollar and **seventy-five cents (\$1.75)** per hour for all hours worked between 0001 hours Saturday and ending at 2400 hours on Sunday. **Effective October 31, 2015, the rate becomes one dollar and eighty-five cents (\$1.85) per hour.**

ARTICLE 30 – MERGER/AMALGAMATION

30.01 In the event the Employer becomes merged or amalgamated with another employer which has employees represented by another Union, the provisions of this Agreement shall continue in force until the earlier of the following events: (a) the successor union is determined by the Labour Relations Board and a new collective agreement is negotiated to cover the employees in this bargaining unit, or (b) the date of expiry of the Collective Agreement indicated by the Labour Relations Board under the authority given to it under the *Trade Union Act*.

ARTICLE 31 - PAY PROVISIONS

31.01 The rate of compensation upon appointment to a position in the bargaining unit shall be as prescribed in Appendix “A” in this Agreement.

ARTICLE 32 – GROUP HEALTH BENEFIT AND PENSION

32.01 Group Health Benefit Plan

- (a) The Employer shall continue to cost-share premiums for coverage under the group health benefit plan with those employees who are covered by the plan. Effective on the date of signing this Agreement, the Employer shall pay 65% of the premium and employees shall pay 35% of the premium.
- (b) This provision for a 65-35 cost sharing formula shall not apply to premiums for any plan for AD&D, life insurance, dental coverage, LTD or any other benefit plan other than the group health benefit plan in existence at the time of signing this Agreement.

32.02 Pension Plan

The Employer shall continue to participate in the NSAHO Pension Plan for bargaining unit employees, subject always to the eligibility requirements of the plan.

ARTICLE 33 - TERM OF AGREEMENT*

33.01* This Agreement shall be binding and remain in effect from November 1, **2012** to October 31, **2015** and thereafter from year to year unless or until either party gives notice in writing to bargain during the **sixty (60) days** preceding the **expiry of the collective agreement**.

33.02* All provisions of this Agreement, shall be effective from date of signing, except wages, which shall be effective from the dates specified in Appendix "A" **and shift and weekend premiums, which shall be effective as specified in Article 29.**

33.03* **Retroactive Pay for Terminated Employees**

Employees who have left their employment in the bargaining unit between November 1, **2012** and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that they have thirty (30) calendar days in which to claim any retroactive payment.

DATED in Bridgetown, Nova Scotia this _____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

WITNESS

WITNESS

APPENDIX "A" (WAGES)*
MOUNTAIN LEA LODGE
NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual	Nov.01-14 Hourly	Nov.01-14 Annual
Environmental Services Worker	Regular Rate	\$14.34	\$29,823	\$14.62	\$30,419	\$14.99	\$31,180	\$15.44	\$32,115
Maintenance Worker	Regular Rate	\$17.95	\$37,331	\$18.31	\$38,077	\$18.76	\$39,029	\$19.33	\$40,200
Personal Care Worker/CCA	Start	\$15.45	\$32,145	\$15.76	\$32,788	\$16.16	\$33,608	\$16.64	\$34,616
	After 1 year	\$15.77	\$32,793	\$16.08	\$33,449	\$16.48	\$34,285	\$16.98	\$35,314
	After 2 years	\$16.08	\$33,440	\$16.40	\$34,109	\$16.81	\$34,961	\$17.31	\$36,010
	After 3 years	\$16.38	\$34,064	\$16.70	\$34,745	\$17.12	\$35,614	\$17.64	\$36,683
	After 4 years	\$16.69	\$34,711	\$17.02	\$35,405	\$17.45	\$36,290	\$17.97	\$37,379
Ward Clerk	Start	\$15.38	\$31,982	\$15.68	\$32,621	\$16.08	\$33,437	\$16.56	\$34,440
	After 1 year	\$15.72	\$32,704	\$16.04	\$33,358	\$16.44	\$34,192	\$16.93	\$35,218
	After 2 years	\$16.07	\$33,429	\$16.39	\$34,098	\$16.80	\$34,950	\$17.31	\$35,998
	After 3 years	\$16.42	\$34,156	\$16.75	\$34,839	\$17.17	\$35,710	\$17.68	\$36,782
	After 4 years	\$16.77	\$34,877	\$17.10	\$35,575	\$17.53	\$36,464	\$18.06	\$37,558

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual	Nov.01-14 Hourly	Nov.01-14 Annual
Recreation Aide (with PCW/CCA Certificate)	Start	\$15.45	\$32,145	\$15.76	\$32,788	\$16.16	\$33,608	\$16.64	\$34,616
	After 1 year	\$15.77	\$32,793	\$16.08	\$33,449	\$16.48	\$34,285	\$16.98	\$35,314
	After 2 years	\$16.08	\$33,440	\$16.40	\$34,109	\$16.81	\$34,962	\$17.31	\$36,010
	After 3 years	\$16.38	\$34,064	\$16.70	\$34,745	\$17.12	\$35,614	\$17.64	\$36,682
	After 4 years	\$16.69	\$34,711	\$17.02	\$35,405	\$17.45	\$36,290	\$17.97	\$37,379
Recreation Aide (without PCW/CCA Certificate)		\$15.35	\$31,926	\$15.66	\$32,565	\$16.05	\$33,379	\$16.53	\$34,380
Cook (Staff Cook)	Start	\$17.95	\$37,329	\$18.31	\$38,076	\$18.76	\$39,027	\$19.33	\$40,198
Food Service Worker	Start	\$14.02	\$29,156	\$14.30	\$29,739	\$14.65	\$30,482	\$15.09	\$31,397
	After 1 year	\$14.31	\$29,764	\$14.60	\$30,359	\$14.96	\$31,118	\$15.41	\$32,051
	After 2 years	\$14.60	\$30,371	\$14.89	\$30,978	\$15.27	\$31,753	\$15.72	\$32,705

- (1) All hourly rates are based on 2080 hours per year.
- (2) Term of the Agreement is November 1, **2012** to October 31, **2015**.
- (3) Annual rates are approximate.
- (4) (Incumbents presently paid higher will be PIO'd for as long as they remain in their current classification.): Ward Clerk, Activity Aide (Recreation Aide), Cook, Waitress (Food Service Worker).

Letter of Understanding

Re: Additional & Relief Shifts*

The parties agree **to continue to convene a Scheduling Committee meeting** every three (3) months **until the parties agree it is no longer necessary**, for the purpose of discussing areas of concern in relation to the new process **for employees to indicate availability for Additional and Relief shifts.**

The Employer shall give the Union at least four (4) weeks notice of its intention to change the process for employees to indicate availability for Additional and Relief shifts.

DATED in Bridgetown, Nova Scotia this _____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

WITNESS

WITNESS

MEMORANDUM OF AGREEMENT

**Re: Trial Rotation – Part-Time
Personal Care Workers / Continuing Care Assistants – Nursing Department***

The parties shall **continue** a Nursing Scheduling Committee consisting of a maximum of three (3) employer and three (3) union representatives, (the “Committee”).

The Committee shall continue its work. Should either party feel adjustments need to be made to the trial schedule, they may request a meeting of the Committee for this purpose. The Committee may also elect, by mutual agreement, to extend the trial period at this time. If the Union can demonstrate that the trial rotation causes hardship to its members or if the Employer can demonstrate that it cannot meet operational requirements and the Committee cannot resolve the issue(s), either party may give two (2) weeks notice that it intends to cancel the trial rotation and the trial rotation shall cease at the expiry of the notice period.

At the expiration of a six month trial period, the parties shall either agree to continue with the rotation and execute a Memorandum describing how the schedule will continue, or cancel it.

DATED in Bridgetown, Nova Scotia this _____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

WITNESS

WITNESS

MEMORANDUM OF AGREEMENT

Re: Vacation Deficits*

An employee may request up to 5 days (pro-rated for part-timers, based on designation) of vacation that has not yet been accrued (deficit vacation), to be taken within the current vacation year. It shall be the employee's obligation to identify any request for vacation that will result in a deficit.

Notwithstanding the above, employees may not request a deficit vacation greater than the balance of vacation left to be accrued in the remainder of the vacation year.

The Employer will provide the Union with reasonable notice if it intends to make changes to section 4.2 or 4.3 of its vacation policy HR 16 dated April 14, 2014.

DATED in Bridgetown, Nova Scotia this _____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

WITNESS

WITNESS

***MEMORANDUM OF AGREEMENT (Vacation)**

Between

Nova Scotia Government and General Employee's Union (the "Union")

And

Mountain Lea Lodge (the "Employer")

RE: Vacation

The Parties hereby agree to amend the Collective Agreement dated November 1, 2012 to October 31, 2015 as follows:

Article 19.01

(b) (i) The vacation year is from April 1 through March 31. Vacation must be taken in the year in which it became owing to the employee and shall not be carried over from one year to another except as provided in Article 19.04. Any vacation not taken by March 31st shall be paid out by the Employer not later than April 31 of the same year.

(ii) Employees may debit their vacation banks during the year up to their maximum entitlement prior to earning it.

(iii) Employees, upon their separation from the Employer, shall be compensated for earned vacation leave which they have not taken.

(iv) Employees, upon their separation from the employer, shall compensate the Employer for vacation which was taken but was not yet earned. 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.

19.04

When an employee has not had her vacation request approved and cannot otherwise take her vacation in the year owing, the employee may carry over up to forty (40) hours to the following year. And Vacation owing greater than forty (40) hours shall be paid out by the Employer no later than April 31 in the same year.

DATED and effective at Nova Scotia, this day of March, 2017.

MEMORANDUM OF AGREEMENT

Between

Mountain Lea Lodge (the "Employer")

- And -

Nova Scotia Government and General Employee's Union (the "Union")

WHEREAS the parties concluded a Collective Agreement effective November 1st, 2012 that specifically does not include that a 'Head Cook' be in the NSGEU, Local 86 Bargaining Unit;

AND WHEREAS the parties now wish to enter into this Memorandum of Agreement to allow for the Head Cook position to be included in NSGEU, Local 86 Bargaining Unit.

NOW THEREFORE the parties hereto agree that on a *without prejudice* basis the Head Cook position is included in NSGEU, Local 86 with the further understanding:


1. The following salary will be recognized for the position and will be implemented on a go forward basis, effective date of signing;
Hourly \$20.33
2. Union dues will be required on a go forward basis.
3. The position as currently described is a bargaining unit position covered by the terms and conditions of the NSGEU, local 86 Collective Agreement.


DATED and effective at Dartmouth

, Nova Scotia, this 7 day of November 2017.


Representative of Mountain Lea Lodge


Witness


Representative of NSGEU


Witness