

**FIRST COLLECTIVE AGREEMENT**

**Between**

**HIGH CREST SHERBROOKE HOME FOR SPECIAL  
CARE  
Sherbrooke, Nova Scotia**

**-and-**

**Local 131 of the  
NOVA SCOTIA GOVERNMENT EMPLOYEE'S UNION**

**Term of the Agreement:**

*Date of Signing*  
to  
*October 31, 2026*



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## ARTICLE 1 - PREAMBLE

### 1.01 Preamble

**WHEREAS** it is the desire of both parties to this Agreement:

- (a) To maintain the existing harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

**NOW THEREFORE**, the parties agree as follows:

## ARTICLE 2 - DEFINITIONS

### 2.01 "Gender"

The provisions of this Agreement are intended to be gender neutral and changes to create gender-neutral language are not intended to change the substantive meaning of any Article. In this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa, as the context may require.

### 2.02 "Employee"

means a full-time employee or regular part-time employee in the bargaining and shall exclude Casual employees.

### 2.03 "Full-Time Employee"

Is an employee who is regularly scheduled to work and works prescribed hours is **Article 11**.



**2.04 “Regular Part-Time Employee”**

means one who is regularly scheduled to work but who works less than the hours of a full-time employee set out in **Article 11**. Benefits under this agreement for Part-Time employees shall be pro-rated on the basis of Regular Hours Paid to Full-Time hours.

**2.05 “Probationary Period”**

means the first five hundred and sixty (560) Regular Hours Worked. When an employee proves unsuitable for the position, the employee’s employment may be terminated at any time during the probationary period without the test of just cause. An employee who is rehired within one year of resigning from the Employer will be required to serve a probationary period of three hundred and thirty-seven (337) Regular Hours Worked, provided the employee had successfully completed the employee’s initial probationary period.

**2.06 “Casual Employee”**

is a worker who is excluded from the bargaining unit and who works on a on a day-to-day basis as required. The terms and benefits of this Collective Agreement do not apply to Casual Employees.

**2.07 “Temporary Vacancy ”**

is a vacant position for a designated period in excess of two (2) months. The Employer may require a Employee to fill at least two (2) month of the temporary vacancy before such a Employee is eligible to apply for another temporary vacancy. Where an employee does not work the regular hours of work referenced in **Article 2.03** and **Article 2.04** and creates a temporary vacancy referenced in **Article 2.07**, the absent employee no longer accrues leave benefit entitlements defined in **Articles 13, 14 and 16**.

**2.08 “Regular Hours Worked”**

means hours actually worked by the employee and excludes vacations, holidays, sick leaves, other leaves, overtime hours and hours paid by a third party (WCB, EI, etc...).

**2.09 “Regular Hours Paid ”**

includes hours paid by the Employer including paid vacations, paid holidays paid sick leaves, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours, premiums and hours paid by a third party (WCB, EI, etc...).

**2.10 “Day”**

means those shifts which commence on the calendar date of the day.

**2.11 “Holiday Shift”**

means those shifts where the majority of hours in a shift are on the calendar date of the holiday.

**2.12 “Business Day”**

means Monday to Friday excluding Holidays.

**2.13 “Union”**

means the Nova Scotia Government Employee’s Union.

**2.14 “Bargaining Unit”**

means Local 131 of the Nova Scotia Government Employee’s Union.

**2.15 “Employer”**

means High-Crest Sherbrooke Home for Special Care.

**2.16 “Mutually Agreed or “Mutual Agreement”**

means a Temporary Agreement between a employee and the Employer.

**2.17 “Mutually Agreed between the Parties”**

means a Written Agreement between the Employer and the Union.

**2.18 “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 spouse for the purposes of this Agreement.

**2.19 “Regular Hourly Rate”**

means the annual salary rate divided by two thousand and eighty (2080).

**2.20 "Date of Hire"**

means the date on which an employee becomes a member of the Bargaining Unit.

**2.21 "Date of Employment"**

means the date on which a worker is continuously employed by the Employer.

**2.22 "Weekend"**

means the period commencing at 1900 hours Friday to 1900 hours Sunday.

**2.23 "Registered Nurse"**

is a Nurse who is currently registered with the College of Registered Nurses of Nova Scotia and is employed at High-Crest Springhill as a Registered Nurse.

**2.24 "Temporary License and Transitional License"**

A Nurse who holds a "temporary license" as that term is defined under the Registered Nurses Act S.N. S. 2006, c. 21 and Regulations made thereunder, shall be paid at the rate of RN 1, until such time as the individual obtains an active practicing license, when she or he will move to the appropriate classification for the position (RN 2, RN 3, etc.). The Anniversary Date will be the original date of employment as a Nurse with a "temporary license". A Nurse who holds a "transitional license" will be placed at the appropriate level on the increment scale for the appropriate classification for the position (RN 2, RN 3, etc.).

**2.25 "Graduate Practicing License"**

A Nurse who holds a "graduate practicing license" as that term is defined under the Licensed Practical Nurses Act, S.N.S. 2006 c. 17 and Regulations made thereunder, shall be paid at the rate of LPN 1, until such time as the individual obtains an active practicing license, when she or he will move to the classification of LPN 2. The Anniversary Date will be the original date of employment as a Nurse with a "graduate practicing license". A Nurse who holds a "temporary license" will be placed at the appropriate level on the increment scale for the appropriate classification for the position (LPN 2).

**2.26 "Licensed Practical Nurse"**

is a Nurse who is currently registered with the College of Licensed Practical Nurses of Nova Scotia and is employed at High-Crest Springhill as a Licensed Practical Nurse.

## **2.27 "Nurse"**

is a Registered Nurse or a Licensed Practical Nurse and is an employee included in the Bargaining Unit described in **Article 3.01**.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.01 Recognition of NSGEU**

The Employer recognizes the Nova Scotia Government Employee Union and its Local 131 as the sole and exclusive collective bargaining agent for all full time and regular part time Licensed Practical Nurses, Registered Nurses, Continuing Care Assistants, Long Term Care Assistants, Personal Care Workers, Dietary Workers, and Environmental Workers of High Crest Sherbrooke Home for Special Care Home, excluding the Administrator, the Director of Care, the Director of Environmental Services, the Director of Dietary Services, the Director of Recreation, the Director of Maintenance Operations, all casual employees and all those persons excluded by paragraphs (a) and (b) of subsection 2 of section 2 of the Trade Union Act.

### **3.02 No Agreements Required**

No Employee shall be required to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to this Collective Agreement. This will not prevent a Employee from making an arrangement with the Employer, its representative or supervisor when such arrangements do not affect other Employees in the bargaining unit.

### **3.03 Right to Representative of NSGEU**

The Union reserves the right to have a representative of the Nova Scotia Government Employee Union assist them in negotiations, grievance and all other dealing with the Employer. The representative shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such representative shall first obtain permission from the Employer before entering the institution.

### **3.04 List of Officers and Representatives**

The Union shall provide the Administrator with a list of all officers and representatives of the Union and shall also advise of any additions and deletions to the list.

### **3.05 Designated Bulletin Boards**

The Employer shall continue to provide a designated bulletin boards for the use of the Union for Union purposes. Bulletins and notices posted in the facility shall conform with Employer policies and standards.

### **3.06 No Strike, Work Stoppage, or Slowdown**

The Employer agrees that there shall be no lock-out of employees until the Employer is in a legal lock-out position. The Union agrees that there shall be no strikes, slow-downs, picketing, working to rule or any other interruptions of normal work by the employees covered by this Agreement and/or the Union until the Union is in a legal strike position.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 Human Rights Act**

The Parties agree that there shall be no discrimination as established by the Nova Scotia Human Rights Act.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **5.01 Application of the Collective Agreement**

Management's rights referred to in this Article, shall be exercised in manner consistent with the terms of this Agreement.

### **5.02 Rights of the Employer**

The Union recognizes that it is the right of the Employer to manage the facility in which it is engaged and without limiting the generality of the foregoing, the Employer shall have the right to:

- (a) Maintain order, discipline and efficiency; and
- (b) To operate and manage its business and direct the work force in accordance with its responsibilities; and
- (c) To determine the work to be performed and establish standards, methods, procedures and schedules of operations; and

- (d) To determine the requirements, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge an employee for just cause: and
- (e) To increase or decrease the work force; and
- (f) To maintain work place rules and regulations to be observed by employees; and
- (g) All matters concerning the operation of the Employer's business not specifically dealt with in this Collective Agreement shall be reserved to be the Management's sole responsibility; and
- (h) The exercise of the foregoing rights shall not supercede the other specific provisions of the Agreement, and this clause shall not prevent the processing of grievances.

### **5.03 Right to Grievance**

Nothing in this Article shall, however, deprive an employee from exercising full right under the grievance procedure as set out in this Agreement.

## **ARTICLE 6 - UNION SECURITY**

### **6.01 New Employees**

All new full-time and regular part-time employees shall become members of the Bargaining Unit.

### **6.02 Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in **Article 6 and Article 7** dealing with the Union Security and Dues Checkoff.

### **6.03 Copy of Agreement**

New employees shall be presented with a copy of the Collective Agreement, on commencement of the employment. The employer agrees to pay 50% of the costs, for printing sufficient numbers of copies of the collective agreement for bargaining unit members, to a maximum of \$200.00, without Mutually Agreed between the Parties.

#### **6.04 Orientation Period**

Newly hired employees shall be subject to an orientation period.

### **ARTICLE 7 - CHECK-OFF OF UNION DUES**

#### **7.01 Deduction of Dues**

Employees shall have dues deducted bi-weekly from their salary in the amount determined by the Union.

#### **7.02 Submission of Dues**

Dues deductions shall be forwarded to NSGEU no later than the 15th day of the month following, accompanied by a list of the names of the employees from whose earnings the deductions were made.

#### **7.03 Annual Statement**

On the Income Tax (T4) slips, the Employer shall indicate the amount of union dues paid by each employee in the previous year.

#### **7.04 Employer Indemnity**

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

#### **7.05 Limitation of Deduction**

Union dues shall be deducted from employees.

#### **7.06 Personal Information**

- (a) Employees shall be required to provide up to date personal information to the Employer including current name, address, telephone number and shall indicate in writing to the Employer their consent for the Employer to disclose the information.
- (b) Where the Employer is in possession of the information and with the proper consent of the employee, the employer shall provide the Union upon request with the current name of each bargaining unit member, mailing address, phone number, E. Mail address, classification and appointment status.

## **ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **8.01 Application of Discipline**

The Union recognizes the Employer's right to discipline, suspend or discharge an employee where necessary. No employee who has completed the probationary period shall be discharged except for just cause. When an employee is discharged, the employee shall be given the reason in writing.

### **8.02 Dismissal of Probationary Employee**

Employees who have not completed their probationary period may be terminated at any time during the probationary period without the Employer having to establish just cause.

### **8.03 Right to Union Representation**

An employee has the right to have a Steward present at any discussion with the Employer which is of a disciplinary nature. The Employer shall notify the employee in advance that disciplinary action is being considered in order that the employee can notify a Steward.

### **8.04 Warning Letters**

When a disciplinary letter is given to a bargaining unit member, a copy of the letter will also be sent to the union.

### **8.05 Duties of Union Stewards**

The Employer agrees that the Stewards shall not be unduly hindered in the performance of their duties. The Union recognizes that each Steward is employed by the Employer and will not leave work during working hours without first obtaining the permission of the supervisor, which permission shall not be unreasonably withheld.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Grievance Defined**

A grievance shall be a difference of interpretation of this Agreement or an alleged violation of the provisions of this Agreement.



## **9.02 Grievance Procedure**

The procedure for processing any grievance shall be as follows:

### **Step 1:**

When an Employee or the Union has a grievance, the Employee or Union Site Representative shall, within fifteen(15) Business Days of the discovery or occurrence of the incident giving rise to the grievance, discuss the grievance with the Director, who shall provide the grievor and the Union with an answer within fifteen(15) Business Days.

### **Step 2:**

Failing a response, or if the response received in Step 1 is not satisfactory, the Union shall refer the grievance to the Administrator within fifteen(15) Business Days of receipt of the reply in Step 1. The referral to the Administrator shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought and an indication of the provisions of this Agreement on which the grievance is based, and shall be signed by the Employee and / or the Union Site Representative. The Administrator shall meet with the Grievor and the Union and shall give a decision in writing within fifteen(15) Business Days of the meeting.

### **Step 3:**

Failing a response, or if the response received in Step 2 is not satisfactory to the Union, the Union shall within twenty (20) Business Days of receipt of the response notify the Administrator in writing of the Union's intention to submit the grievance to arbitration.

## **9.03 Union Policy Grievance**

A Union policy grievance may by-pass Step 1 and may be submitted in writing to the Administrator within fifteen(15) Business Days of the circumstances giving rise to the grievance.

## **9.04 Grievance by the Employer**

Any grievance of the Employer shall be referred in writing to a Union Representative within five (5) Business Days of the occurrence of the circumstances giving rise to the grievance and the Grievance Committee shall meet within two (2) Business Days thereafter with the Administrator to consider the grievance. If final settlement of the grievance is not completed within five (5) Business Days of such meeting, the Employer may submit the grievance to arbitration by giving notice to the Union within five (5) Business Days thereafter.

### **9.05 Right to Union Representation**

An Employee has a right to have a Union Representative present at any time a grievance or disciplinary matter relating to the Employee is discussed with the Employee.

### **9.06 Time Limits Arbitrary**

If a complaint is not submitted to arbitration or advanced from one step to another within the time limit specified in this Article, or is not extended by agreement in writing between the Employer and the Union, the grievance shall be deemed abandoned and all rights of recourse to the grievance procedure shall expire.

### **9.07 No Arbitration except through Procedure**

Unless otherwise agreed between the Employer and the Union, no matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set out in this Article.

## **ARTICLE 10 - ARBITRATION**

### **10.01 Single Arbitrator unless Agreement for Board**

In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator unless Mutually Agreed between the Parties that the case should be heard by a three (3) person Board of Arbitration.

### **10.02 Selection of the Arbitration Board**

The Arbitration Board shall be selected as follows:

- (a) within ten (10) days of the receipt of the notice of arbitration, the Employer and the Union shall each appoint a member of the Arbitration Board and shall advise the other party of the appointee.
- (b) the two appointees shall, within ten (10) Business Days of the appointment of the second of them, agree upon a Chairperson.
- (c) If the Employer or the Union failed to appoint a nominee, or if the two nominees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either Party.

### **10.03 Selection of a Single Arbitrator**

If the Employer and the Union agree that the grievance is to be heard by a single Arbitrator, the Arbitrator shall be selected within ten (10) Business Days of the receipt of the notice of arbitration. In the event of failure to agree, the Minister of Labour of the Province of Nova Scotia may, upon the application of either Party, appoint an Arbitrator.

#### **10.04 Rendering Arbitration Decision**

The Board of Arbitration 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 hearing date.

#### **10.05 Powers of Arbitrator or Board of Arbitration**

A Board of Arbitration or an Arbitrator shall not alter, modify, amend or delete 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.

#### **10.06 Arbitration Fees**

Each Party shall pay the fees and expenses of the Arbitrator it appoints and one-half (½) the fees and expenses of the Chairperson or single Arbitrator.

### **ARTICLE 11 - HOURS OF WORK**

#### **11.01 Regular Hours of Work for Full-Time Employees**

- (a) The regular hours of work for Full-Time employees shall consist of a combination of defined shifts that averages eighty (80) hours bi-weekly.
- (b) Where the defined shifts set out in **paragraph (a)** above exceed eighty (80) hours in a bi-weekly pay period, subject to Mutual Agreement, hours in excess of eighty (80) hours in a bi-weekly pay period may be deferred to be paid in a subsequent pay period with less than eighty (80) hours bi-weekly in the smoothing rotation.

#### **11.02 Rest Breaks**

- (a) Each four (4) hours worked shall include one (1) fifteen (15) minute rest period.
- (b) Notwithstanding **paragraph 11.02 (a)**, employees working at least a eight (8) hour shift in the Dietary Department shall be provided with a total of two (2) fifteen (15) minute rest period.

### **11.03 Meal Breaks**

- (a) Employees working at least an eight hour shift shall also be provided with at least one (1) meal break calculated on the basis of fifteen (15) minutes for each (4) hours worked.
- (b) Notwithstanding **paragraph 11.03 (a)**, employees working at least a seven (7) hour shift in the Dietary Department shall be provided with a total of one (1) paid meal break of thirty (30) minutes.

### **11.04 Work Week**

The work week shall be from Sunday to the following Saturday.

### **11.05 Consecutive Work Days**

No employee will be required to work more than six (6) regularly scheduled consecutive days or four (4) consecutive twelve (12) hour shifts, without a rest period of at least one (1) day unless mutually agreed. Based on operational requirement, the Employer will make a reasonable effort to scheduled consecutive days off.

### **11.06 Scheduling Hours of Work**

- (a) The Hours of work shall be posted four (4) weeks in advance of the schedule to be worked.
- (b) The schedule will cover a period of not less than two (2) weeks nor more than four (4) weeks with the exception of the schedule covering summer season which shall normally be posted by May 31 and with the exception of the schedule covering the Christmas season which shall normally be posted by November 15.
- (c) At least two weeks before the schedule is due to be posted, an Employee may request in writing specific days off and the request shall be granted where operationally possible.
- (d) It shall be permissible for two Employees to exchange their shifts or days off with the expressed consent of the Employer.
- (e) The Employer shall not be penalized or be required to incur additional costs or risk overtime liabilities by the arrangements set out in **paragraphs 11.06 (c) and (d)** above.

### **11.07 Extra Hours of Work**

- (a) The Employer shall maintain an availability list of all employees who have indicated in writing their availability to work extra hours of work in excess of Regular Hours of Work set out in **Article 11.01**. Available employees assigned extra hours of work shall not qualify for overtime rates of pay and shall be compensated for the extra hours at the straight-time rate of pay.
- (b) Employees who wish to be assigned extra hours of work shall be required to register the extent of their availability prior to the posting of the schedule in accordance with **Article 11.06**.
- (c) The Employer may establish classification minimum availability criteria, define protocols for the approval of registered availability and a list of employees with registered availability.
- (d) Employees with registered availability will be considered in priority for the assignment of available shifts prior to posting of schedules subject to service and scheduling factors.
- (e) Employees assigned shifts on the posted schedule are obligated to work the hours once posted.

### **11.08 Scheduled Weekends Off**

Employees shall receive weekends off in accordance with their rotation schedule unless there is Mutual Agreement. Where operationally feasible the employer shall schedule full-time employees their off days on one of every three weekends.

### **11.09 Changes to Daylight Savings Time**

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

### **11.10 Leave for Storm or Hazardous Conditions**

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

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated overtime, holiday time or vacation; or
- (c) when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

## **ARTICLE 12 - OVERTIME AND CALL-OUT**

### **12.01 Overtime Defined**

- (a) All time worked in excess of the Regular Hours of Work set out in **Article 11.01** shall be compensated at the rate of (1.5X) time and one half of the regular hourly rate.
- (b) Overtime shall not be claimed or paid for less than fifteen (15) minutes at the end of a shift, but if overtime exceeds fifteen (15) minutes, the overtime rates shall apply for the total time worked.
- (c) Except in extenuating circumstances all overtime must be authorized by the Employer.

### **12.02 Payment of Overtime**

Overtime shall normally be paid within one pay periods of its occurrence.

### **12.03 Call Back Guarantee**

- (a) When an Employee is required to report back to work on the same day after leaving the premises of the Employer following completion of a shift, but before the commencement of the Employee's next shift, the Employee shall be paid a minimum of four (4) hours at straight time rates for the extra time worked or time and one-half for all overtime worked, whichever is greater.

- (b) **Paragraph 12.03 (a)** shall not apply to an Employee who agrees to work additional shifts unless the time work in a two (2) week period is in excess of Regular Hours of Work set out in **Article 11.01**.

## ARTICLE 13 - HOLIDAYS

### 13.01 Recognized Holiday

- (a) The following calendar dates shall be recognized as "holidays":
- |                            |                      |
|----------------------------|----------------------|
| New Year's Day             | Heritage Day         |
| Good Friday                | Easter Monday        |
| Victoria Day               | July 1 <sup>st</sup> |
| First Monday in August     | Labour Day           |
| September 30 <sup>th</sup> | Thanksgiving Day     |
| Remembrance Day            | Christmas Day        |
|                            | Boxing Day           |
- (b) If the Government of Canada or the Province of Nova Scotia officially proclaims and funds an additional holiday(s), such shall be added as recognized holiday.

### 13.02 Holiday Pay

- (a) Subject to **Article 2.07**, Full-Time Employees are entitled to eight (8) hours holiday pay for each of the foregoing recognized Holidays in **paragraph (a)** above.
- (b) Subject to **Article 2.07**, paid holiday leave credits shall be earned by Regular Part-Time Employees on the basis of regular hours paid. A Regular Part-Time Employee shall accumulate entitlement on the basis of one (1) hour of holiday credit for each twenty (20) regular hours paid to a maximum accrual of one hundred and four (104) hours of holiday credits in a fiscal year period.

### 13.03 Hours Worked during Holidays

- (a) Employees required to work on the foregoing recognized Holiday Shifts shall be paid at the rate of time and one-half (1.5 x).
- (b) Employees required to work on any of the foregoing recognized Holiday Shifts, may request to be paid out the holiday or scheduled a banked Holiday Shift on an alternate day mutually agreed between the Employee and the Employer.
- (c) Employees required to work overtime in excess of their regularly scheduled shift

on a Holiday Shift shall receive overtime compensation at the rate of double times (2X) their normal hourly rate of pay.

### **13.05 Accumulation of Holidays**

Employees shall be allowed to accumulate a maximum of six (6) holidays for use at a later time, such time to be scheduled by mutual agreement between the Employer and the employee.

### **13.06 Payment of Holidays for Part-Time Employees**

Employees shall have accrued holiday credits paid out by March 15th each year.

### **13.07 Sick Leave on Holidays**

An employee cannot be sick on a holiday and save said holiday to take at a later time.

## **ARTICLE 14 - VACATIONS**

### **14.01 Vacation Accrual**

Employees shall receive vacation with pay in accordance with their accrued vacation credits based on years of service in accordance with the Employee's anniversary date. Vacation credits shall accumulate to the Employee and vacation time shall be granted on the following basis:

- (a) Effective the date of employment:
  - i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each twenty-five (25) regular hours paid. (4%);
  - ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule two (2) weeks of uninterrupted vacation time off.
  
- (b) After five (5) years of service:
  - i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 16.666 regular hours paid. (6%);
  - ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule three (3) weeks of uninterrupted vacation time off.



- (c) After fifteen (15) years of service:
  - i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 12.5 regular hours paid. (8%);
  - ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule four (4) weeks of uninterrupted vacation time off.

#### **14.02 Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period.

#### **14.03 Vacation Scheduling**

- (a) The vacation year will be from April 1 to March 31 the following year.
- (b) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed.
- (c) The Employer may restrict vacations time scheduled between December 20th and January 5<sup>th</sup>.
- (d) No vacation of longer than two (2) weeks shall be taken between June 15 and September 15, unless there is vacation time remaining in that period and operational requirements can be met and staff is available.
- (e) Employees shall submit the vacations requested by March 31st of each year.
- (f) The vacation schedule shall be posted by May 31st of each year.
- (g) Vacations will be distributed as equitably as possible among Employees. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of seniority.

#### **14.04 Vacation Carry Over**

Accumulated vacation pay credits provided in **Article 14.01** in excess of one year's vacation entitlement shall not be carried over from one fiscal year to another unless permitted by the Employer due to extenuating circumstances, i.e. such as serious illness, approved leave of absence.

#### **14.05 Supplementary Leave Credit**

Upon completion of 25 years of service with the Employer, an employee will receive an additional paid leave pro rated to full time hours to a maximum of 40 hours per year. Scheduling Supplementary Leave Credit leaves shall be by mutual agreement, but may not be taken during the summer vacation period, the Christmas Holiday period and may not be carried over or banked from one year to the next.

### **ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE**

#### **15.01 Pregnancy / Parental / Adoption Leave**

(a) Pregnancy, Parental and Adoption Leave shall be in accordance with the Pregnancy Leave and Parental Leave section (Section 59) of the Labour Standards Act of Nova Scotia (Chapter 246 of the Revised Statutes 1989).

(b) Service and Seniority Continuation

While on pregnancy, parental leave, or adoption leave, an employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the employee's service and seniority shall be deemed to be continuous.

(c) Group Benefit Plan Continuation

While an employee is on pregnancy, parental, or adoption leave the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

### **ARTICLE 16 - SICK LEAVE**

#### **16.01 Sick Leave Defined**

(a) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

- (b) 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 providing the Employee has sufficient sick leave credits.
- (c) An employee who is absent from a scheduled shift on approved sick leave shall be entitled to sick leave pay at the rate of 75% of the employee's hourly rate.
- (d) **Paragraph (c)** above shall not apply where an employee's claim for paid sick leave hours is below the facility's reported average of paid sick leave hours.

#### **16.02 Sick Leave Credit Hours**

- (a) Sick leave credit hours are an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave, shall be granted sick leave entitlements when unable to perform the duties of the position because of illness or injury.
- (b) The Employer agrees that each Employee is entitled to accrue one (1) hour sick leave credit for each twenty-one point seven five (21.75) Regular Hours Paid.

#### **16.03 Maximum Accumulation of Sick Leave**

The maximum accumulation shall be three hundred and sixty (360) sick leave credit hours.

#### **16.04 Proof of Illness**

Employees may be required to submit physician statements for sick leave absences.

#### **16.05 Sick Leave Records**

The Employer shall routinely provide each Employee with a statement of the Employee's sick leave credit at any time upon request.

#### **16.06 Personal Preventative Days**

Provided the Employee has sufficient accrued sick leave credit hours, Employees shall be allowed to use thirty-six (36) hours per annum of sick leave credits in order to engage in personal preventative medical care or tend to a child or other person for whom the Employee is responsible.

#### **16.07 Report of Injury on Duty**

An Employee who is injured in the performance of job duties will immediately report or have the injury reported to the Administrator or delegate.

#### **16.08 Regular Attendance at Work**

The Union agrees to cooperate with the Employer to secure punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism.

#### **16.09 Sick Leave Notification**

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

### **ARTICLE 17 - BEREAVEMENT LEAVE**

#### **17.01 Immediate Family Defined**

For the purpose of ascertaining bereavement leave with pay, the members of an Employee's immediate family shall include father, mother, sister, brother, husband, wife, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, stepchild or ward of the Employee or a relative or friend permanently residing in the Employee's household or with whom the Employee permanently resides.

#### **17.02 Day of Death in Immediate Family**

If a 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 tour of duty for that day.

#### **17.03 Immediate Family**

If a death occurs in the immediate family of an Employee, the Employee shall be granted five (5) consecutive days bereavement leave without loss of regular pay commencing on the calendar day following the day of the death of the family member. The Employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.

#### **17.04 Bereavement Leave during Leave of Absence**

An employee who would be on a leave of absence, other than bereavement leave, shall not be eligible for bereavement leave with pay.

#### **17.05 Bereavement Leave during Sick Leave**

An employee on sick leave with pay shall not be eligible for bereavement leave with pay.

#### **17.06 Bereavement Leave during Vacation**

An employee who qualifies for bereavement leave while on approved vacation leave shall have such vacation leave rescheduled by mutual agreement and shall receive bereavement leave for the period for which they qualify under the Collective Agreement.

#### **17.07 Funeral of a Relative**

One (1) day of bereavement leave without loss of regular pay shall be granted to attend the funeral of a brother-in-law, sister-in-law, aunt or uncle of an employee.

#### **17.08 Bereavement Leave Deferral**

Subject to the operational requirements of the Employer, an Employee eligible to sufficient paid bereavement days, may apply to defer up to two (2) adjacent bereavement days to attend a deferred funeral. This deferral of bereavement days shall not increase the total number of paid bereavement days the employee is entitled without the deferral.

### **ARTICLE 18 - LEAVE OF ABSENCE**

#### **18.01 Application for Leaves of Absences**

Employees shall apply in writing for all leaves of absence and the Employer shall respond in writing to the employee.

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

- (a) Upon the request of the Union and subject to reasonable advance written notice being given, up to three (3) employees may receive leave of absence without pay to attend to legitimate local union business, subject however to the requirements of the Employer. Such request shall not be unreasonably withheld.

- (b) If requested in writing, the Employer will continue to pay the Employee's wages and benefits and bill the costs of this to the Union for reimbursement.

### **18.03 Personal Leave of Absence Without Pay**

The employer may grant a leave of absence without pay and without loss of seniority to a maximum of one year (1) to any employee requesting such a leave for good and sufficient cause.

### **18.04 Leave of Absence for Education**

- (a) The Employer may grant an Educational Leave without pay to a maximum of one (1) year to employees who have been employed for a minimum of (1) one year.
- (b) During such leave, the employee shall retain their seniority and shall retain their service accrued prior to the leave but shall not accrue further service or be entitled to the other benefits of this agreement during the period of the leave.
- (c) Upon return from an Education Leave of absence, the employee shall return to their former or equivalent position.

### **18.05 Court Leave of Absence**

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
  - (i) in or under the authority of a court; or
  - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

### **18.06 Deductions of Court Fees**

Any Employee given leave of absence without loss of pay to serve pursuant to **Article 18.05** shall have deducted from the Employee's salary an amount equal to the amount the fees Employee receives for such duty except travel pay and meal allowance.

## ARTICLE 19 - SENIORITY

### 19.01 Seniority Defined

- (a) Seniority for regular employees shall be the date of hire into a bargaining unit position with the Employer. Seniority shall operate on a bargaining unit basis. Upon completion of the probationary period a regular employee's seniority date shall be established retroactive to the date of hire into the bargaining unit.
- (b) For the purpose of **paragraph 19.01 (a)** date of hire into a bargaining unit position shall mean date of employment as a full time employee or regular part time employee with the Employer prior to the Union certification date.

### 19.02 Seniority Roster

A seniority roster of all employees covered by this Agreement showing name, classification and date of last entry into the service of the Employer shall be revised and posted before January 10 of each year and shall remain posted, and a copy sent to the Bargaining Unit Local. A protest period until February 10 shall be allowed following such posting. Upon presentation or proof of error by an employee, the Union, or the Employer, the seniority roster shall be corrected. Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

### 19.03 Loss Of Seniority

An Employee shall lose both seniority and employment in the event that:

- (a) The Employee voluntarily leaves the service of the Employer; or
- (b) The Employee retires or is otherwise discharged; or
- (c) The Employee is laid off for a period of eighteen (18) months if the affected employee notifies the Employer of intent to return every six (6) months; or
- (d) having been laid off, the Employee fails to return to work within fourteen (14) days of being recalled.

### 19.04 Transfer of Position outside of the Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an employee is transferred to a position outside of the bargaining unit, the Employee shall retain seniority for a period up to 12 months from the date of the transfer.

- (b) When an employee is temporarily transferred to a position outside of the bargaining unit, the employee shall continue to earn benefits of the Agreement and pay Union dues.

## **ARTICLE 20 - PROMOTIONS AND STAFF CHANGES**

### **20.01 Posting Vacancies**

- (a) A notice shall be posted where the Employer determines that:
  - i) A regular vacancy exists; or
  - ii) A new position is created; or
  - iii) A temporary vacancy exists as a result of a leave of absence of two (2) months or more;
- (b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.

### **20.02 Notice of Posting**

The notice of posting shall indicate the nature of the position and the qualifications required.

### **20.03 Outside Applications**

This posting shall not prohibit Administration's right to advertise for persons outside the bargaining unit provided that first consideration shall be given to Employees within the bargaining unit who apply for such vacancies.

### **20.04 Vacancies and Promotions**

- (a) In the selection of applicants for vacant positions, primary consideration shall be given to reliability, skills, ability and qualifications to perform the required duties. If skills, ability and qualifications are reasonably equal, seniority shall prevail. Every effort will be made to fill vacancies or new positions with the existing staff.
- (b) Notwithstanding the above, the Employer may award the position to the most senior applicant without conducting interview.



- (c) The Employer shall have a right to fill a vacant position on an interim basis until the position is filled in accordance with **Article 20.01**.

#### **20.05 Trial Period**

The successful applicant shall be placed on trial for a period of thirty (30) working days. The placement shall be conditional on satisfactory service. In the event the successful applicant provides unsatisfactory or unwilling during this period, or if the new employee is unable to perform the duties of the new job, the employee shall be returned to the former position and wage rate without loss of seniority. Any other employee promoted or transferred because of this arrangement shall also be returned to their former position.

#### **20.06 Appointment to a Vacant Position**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the designated bulletin boards and the letter of appointment will be copied to the Union.

#### **20.07 Staff Development**

The Employer agrees to the principle of staff development and any pertinent information received by the Employer regarding workshops, seminars, etc., will be screened by the Employer and posted on the bulletin board.

#### **20.08 Reverting to Former Position**

Regular employees who are accepted for temporary vacancies shall revert to their former position and status upon completion of the temporary work.

#### **20.09 Required Education**

- (a) Where an employee is required to attend training/education sessions to fulfill the Employer's licensing requirements any time spent in such training or educational sessions shall be considered time worked and will be paid at the regular hourly rate of the employee notwithstanding the time may be in excess of full-time bi-weekly hours.
- (b) This shall not apply where the employee requires training/education sessions to maintain or upgrade the employees professional credentials or license.

## **ARTICLE 21 - NEW CLASSIFICATIONS**

### **21.01 New Classification**

- (a) Should a new classification be created within the bargaining unit as set out in Appendix 'A', during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein prevents the Employer from filling such position and once the rate is determined the retroactivity shall be paid to the Employee from the initial date of the appointment.

## **ARTICLE 22 - SAFETY, HEALTH AND WELFARE**

### **22.01 Promotion of Health & Safety and Prevention of Accidents**

The Employer shall make reasonable provisions for the safety and health of Employees during their hours of employment. The Employer and the Union shall co-operate fully towards the prevention of accidents and the reasonable promotion of safety and health. The Employer shall follow and work closely with the new Occupational Health and Safety Act and will schedule regular Health and Safety meetings. Those Employees from the bargaining unit who attend these meetings shall not suffer any loss of pay or shall be paid in accordance with the Act.

### **22.02 Representation on the Committee**

Representation on this committee shall consist of at least two Union Members and two representatives of the Employer.

### **22.03 Frequency of Meetings**

The Occupational Health & Safety Committee shall meet as determined by the committee's rules of procedures.

### **22.04 Topics for Discussion**

Topics for discussion shall be agreed upon by the Committee.

### **22.05 Minutes of Meetings**

Minutes of each meeting of the Committee shall be prepared and signed by joint chair persons as promptly as possible after the close of the meeting.

## **22.06 No Loss of Regular Pay**

Committee members shall not lose regular pay while attending Union Management Consultation Committee Meetings.

## **22.07 Worker's Compensation**

- (a) An employee compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee excluding a casual worker equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) Where eligible under the terms of the various plans, the Employer shall allow continued cost sharing participation in the Pension, Group Health Plans. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation credit entitlement.
- (e) employee shall not accrue any other benefits while on Workers' Compensation.

## **ARTICLE 23 - PAYMENT OF WAGES**

### **23.01 Pay Days**

Pay day shall be every second Thursday and shall cover a two week period ending on the preceding Saturday. If special circumstances warrant, a cheque may be issued earlier. Pay cheques will be issued by direct deposit at the bank of the employee's choice. Pay vouchers will be issued on the Wednesday preceding pay day.

### **23.02 Shift Premium**

All employees shall receive a shift premium of \$ 2.35 for all regular hours worked between 1900 hours and 0700 hours.

### **23.03 Weekend Premium**

All employees shall receive a weekend premium of \$ 2.35 for all regular hours worked between 1900 hours Friday and 1900 Sunday.

### **23.04 LPN Responsibility Premium**

A Licensed Practical Nurse assigned by the Employer to temporarily relieve in a Registered Nurse's position shall receive eighty five cents (\$.85) per hour, in addition to the Nurse's regular pay rate.

## **ARTICLE 24 - TEMPORARY ASSIGNMENTS**

### **24.01 Assignment to a Lower Classification**

Where an employee is temporarily assigned to perform work in a classification paying a lower rate, while there is work available in the employee's classification, the employee shall be paid the regular rate of the employee's classification.

### **24.02 Assignment to a Higher Classification**

When an employee is temporarily assigned to perform work in a classification inside the bargaining unit paying a higher rate, the employee shall receive the rate for the higher classification.

## **ARTICLE 25 - CLOTHING**

### **25.01 Damaged Personal Effects**

If eye glasses, contact lenses, dentures, or other personal effects are damaged by a resident in the performance of an Employee's duties, the incident will be reviewed by the Administrator, and if it is determined the incident occurred during the course of the Employee's duties, the Employer will repair or replace the damaged article, based upon a reasonable cost of repair or replacement subject to policy standards.

## **ARTICLE 26 - GROUP BENEFITS**

### **26.01 Pension Plan**

Employer contributions to match employee contributions for Full-Time and Part-Time employees to a Defined Contribution Plan shall be available to a maximum of seven percent (7%) total Employer Contribution.

### **26.02 Group Benefits Plans**

- (a) The Employer shall offer a Group Medical Plan and contribute 65% and the employee shall contribute 35% of the premiums for the Group Medical Plans.
- (b) The Employer shall offer a Group Life Insurance Plan, an Accidental Death and Dismemberment Plan and a Dental Plan. Participation in the Dental Plan and Group Life Insurance Plan is mandatory for all employees, except where satisfactory proof of coverage under a spouse plan is provided. The Employer shall contribute 50% and the employee shall contribute 50% of the premiums of the Group Life Insurance Plan, the Accidental Death and Dismemberment Plan and the Dental Plan.
- (c) In addition to the Group Life Insurance referred to in 26.02 (b) above, and subject to the availability under existing plans, Employees will be allowed to purchase at their cost, standard Term Life Insurance on an optional basis.
- (d) While an employee is on extended leave over thirty (30) days, if eligible, the Employer shall permit the Employee to continue participation in the Group Benefit Plans. In such case, the Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining coverage for which the Employee is eligible during the period of leave. Any arrears will result in the immediate cancellation of the employee's participation in the Group Benefit Plan.

### **26.03 Meal Allowance**

The Employer will continue to provide low cost meals to Employees on duty. The costs of these meals will not exceed two (\$2.00) dollars per meal.

## **ARTICLE 27 - JOB SECURITY**

### **27.01 Restrictions on Contracting Out**

Except for service agreements with the Nova Scotia Health Authority and Government, no Bargaining Unit member shall be terminated, laid off from employment or have their hours reduced as a direct result of the Employer contracting out, except in emergency situations.

## **ARTICLE 28 - PERSONNEL RECORDS**

### **28.01 Performance Appraisal Program**

Where the Administration maintains a performance appraisal program, such appraisals shall be discussed with the Employee. The Employee shall have an opportunity to sign and comment on the evaluation.

### **28.02 Review of Personnel File**

Upon request and twenty-four (24) hours (Monday to Friday) notice, an Employee shall be permitted to view the Employee's personnel file, with the exception of confidential information from a previous Employer.

### **28.03 Introduction of Employee**

No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee has not been notified of at the time of filing.

### **28.04 Copies of Personnel Record**

An Employee shall have the right to copies of any material contained in the Employee's personnel record.

## **28.05 Purging Employee Files**

An Employee who has been subject to disciplinary action other than a matter related to client safety or disciplinary suspension may, after thirty-six (36) months of continuous service from the date the disciplinary measure was invoked, request in writing that the personnel 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 thirty-six (36) months period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected. Matter on the personnel file related to abuse or violence are exempt from this Article.

## **ARTICLE 29 - RETROACTIVE PAY**

### **29.01 Retroactivity of Pay**

Retroactivity of pay shall only apply to employees for the salary adjustments on the dates set out in Appendix "A", annexed hereto.

### **29.02 No Retroactivity of Other Provisions**

All other provisions of this Collective Agreement shall only become effective on the date of signing of this Collective Agreement.

## **ARTICLE 30 - UNION MANAGEMENT COMMITTEE**

### **30.01 Union Management Committee**

The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of three (3) representatives of the Local Union and three (3) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

### **30.02 Frequency of Meetings**

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.

**30.03 Jurisdiction of Committee**

- (a) 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, items may be discussed if a matter arose after the agenda has been finalized.
- (b) The Union Management Consultation Committee shall meet to discuss matters of concern between the Parties which may include the following:

- Staffing
- Workload
- Transfers
- Scheduling difficulties created by short and long-term absences
- Layoffs
- Orientation
- Scheduling
- Reassignment

- (c) Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process
- (d) 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. The committee shall be responsible for:
  - i) defining problems; and
  - ii) developing viable solutions to such problems; and
  - iii) recommending the proposed solutions to the appropriate Employer authority.

**30.04 No Loss of Pay**

No Employee shall suffer a loss of regular pay and benefits while attending the Union Management Consultation Committee.

**30.05 Committee Recommendations**

The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions and its role shall be only to make recommendations.



**ARTICLE 31 - DURATION AND TERMINATION OF AGREEMENT**

**31.01 Agreement Shall be Binding**

This Agreement shall be in effect for the period commencing date of signing of this Agreement and ending October 31, 2026 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

**31.02 Changes by Mutual Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement providing they are reduced to writing and signed by the Parties.

**31.03 Notices in Accordance with the Agreement**

Notices to be effective must be in writing and served in the following manner:

- a) If given by the Employer, it must be served either by personal or registered mail upon the President or the Secretary of the Union.
- b) If given by the Union, it must be served either by personal service or registered mail upon the Employer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement \_\_\_\_\_ day of

June 23, 2023.

FOR THE UNION:

[Signature]  
President

[Signature]  
Vice President

OK

FOR THE EMPLOYER:

[Signature]  
Shannon Stephenson, President

[Signature]  
Rod Cartier, Controller

Angela Michaud, Director HR

**Appendix "A" - (Hourly Rate determined by 2080)**

**Dietary Worker / Environmental Services / Laundry**

	Rate	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
		<b>PROBATIONARY</b>	<i>Annual</i>	34,655	35,175
	<i>Hourly</i>	\$16.66	\$16.91	\$18.38	\$18.48
<b>REGULAR</b>	<i>Annual</i>	35,244	35,773	38,854	39,049
	<i>Hourly</i>	\$16.94	\$17.20	\$18.68	\$18.77

**Cook**

	Rate	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
		<b>PROBATIONARY</b>	<i>Annual</i>	43,741	44,397
	<i>Hourly</i>	\$21.03	\$21.34	\$21.99	\$22.10
<b>REGULAR</b>	<i>Annual</i>	44,484	45,151	46,506	46,738
	<i>Hourly</i>	\$21.39	\$21.71	\$22.36	\$22.47

**PCW without certificate**

	Rate	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
		<b>START</b>	<i>Annual</i>	36,359	36,904
	<i>Hourly</i>	\$17.48	\$17.74	\$18.27	\$18.37
<b>YEAR 1</b>	<i>Annual</i>	37,092	37,648	38,778	38,972
	<i>Hourly</i>	\$17.83	\$18.10	\$18.64	\$18.74
<b>YEAR 2</b>	<i>Annual</i>	37,824	38,391	39,543	39,741
	<i>Hourly</i>	\$18.18	\$18.46	\$19.01	\$19.11
<b>YEAR 3</b>	<i>Annual</i>	38,542	39,120	40,294	40,495
	<i>Hourly</i>	\$18.53	\$18.81	\$19.37	\$19.47
<b>YEAR 4</b>	<i>Annual</i>	39,261	39,850	41,045	41,251
	<i>Hourly</i>	\$18.88	\$19.16	\$19.73	\$19.83

**CCA / PCW with certificate**

	Rate	1-Nov-20	1-Nov-21	10-Feb-22	1-Nov-22	31-Oct-23
		<b>START</b>	<i>Annual</i>	37,077	37,633	44,660
	<i>Hourly</i>	\$17.83	\$18.09	\$21.47	\$22.12	\$22.23
<b>YEAR 1</b>	<i>Annual</i>	37,819	38,386	45,572	46,939	47,174
	<i>Hourly</i>	\$18.18	\$18.45	\$21.91	\$22.57	\$22.68
<b>YEAR 2</b>	<i>Annual</i>	38,569	39,148	46,502	47,897	48,137
	<i>Hourly</i>	\$18.54	\$18.82	\$22.36	\$23.03	\$23.14
<b>YEAR 3</b>	<i>Annual</i>	39,303	39,893	47,451	48,875	49,119
	<i>Hourly</i>	\$18.90	\$19.18	\$22.81	\$23.50	\$23.61
<b>YEAR 4</b>	<i>Annual</i>	40,035	40,636	48,419	49,872	50,121
	<i>Hourly</i>	\$19.25	\$19.54	\$23.28	\$23.98	\$24.10

**Appendix "A" - (Hourly Rate determined by 2080)**

**LPN-1 (Graduate Practical Nurse)**

START	Rate	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
	Annual	\$47,882	\$48,600	\$50,058	\$50,309
Hourly	\$23.02	\$23.37	\$24.07	\$24.19	

**LPN-2 (Licensed Practical Nurse)**

START	Rate	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
	Annual	\$56,066	\$56,907	\$58,614	\$58,907
Hourly	\$26.95	\$27.36	\$28.18	\$28.32	
1 YEAR	Annual	\$57,351	\$58,211	\$59,958	\$60,257
	Hourly	\$27.57	\$27.99	\$28.83	\$28.97
2 YEAR	Annual	\$58,590	\$59,469	\$61,253	\$61,559
	Hourly	\$28.17	\$28.59	\$29.45	\$29.60
3 YEAR	Annual	\$60,214	\$61,117	\$62,951	\$63,265
	Hourly	\$28.95	\$29.38	\$30.26	\$30.42

**RN-1**

START	Rate	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
	Annual	\$60,610	\$61,519	\$63,364	\$63,681
Hourly	\$29.14	\$29.58	\$30.46	\$30.62	

**RN-2**

START	Rate	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
	Annual	\$69,691	\$70,736	\$72,858	\$73,223
Hourly	\$33.51	\$34.01	\$35.03	\$35.20	
1 YEAR	Annual	\$71,755	\$72,832	\$75,017	\$75,392
	Hourly	\$34.50	\$35.02	\$36.07	\$36.25
2 YEAR	Annual	\$74,078	\$75,189	\$77,445	\$77,832
	Hourly	\$35.61	\$36.15	\$37.23	\$37.42
3 YEAR	Annual	\$76,659	\$77,809	\$80,143	\$80,544
	Hourly	\$36.86	\$37.41	\$38.53	\$38.72
4 YEAR	Annual	\$79,331	\$80,521	\$82,937	\$83,352
	Hourly	\$38.14	\$38.71	\$39.87	\$40.07
5 YEAR	Annual	\$82,108	\$83,340	\$85,840	\$86,269
	Hourly	\$39.48	\$40.07	\$41.27	\$41.48

**APPENDIX "B"**  
**MEMORANDUM OF AGREEMENT - EDUCATION PREMIUMS**

A Nurse who is qualified for more than one education premium shall only receive the highest education premium for which the Nurse qualifies in Group A. A Nurse may also qualify for a premium in Group B. A Nurse may also qualify for either or both of the premiums in Group C.

Education premiums shall be pro-rated for Part-Time and Casual Nurses based on regular hours paid. That is to say that the annual amount will be divided by 1950 hours and will be payable on each bi-weekly pay based on regular hours paid which shall include the straight time hourly equivalent of overtime hours worked and hours worked under the premium pay provisions of **Article 7.23** to a maximum of the Education Premium entitlement for a Full-Time Position.

**EDUCATION PREMIUMS - GROUP A**

- (a) Post-Graduate Program (Between 450 hours and 900 hours)**  
Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be a minimum of 450 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay: **three hundred thirty-three dollars (\$333.00)**
- (b) Post-Graduate Program (In excess of 900 hours)**  
Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be in excess of 900 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay: **six hundred sixty-seven dollars (\$667.00)**
- (c) B.N. or B.Sc.N.**  
For any Registered Nurse in the bargaining unit who holds a B.N. or B.Sc.N., the following premium will be added to the Nurse's regular annual rate of pay: **one thousand four hundred forty-five dollars (\$1445.00)**
- (d) Masters Degree in Nursing**  
For any Registered Nurse in the bargaining unit who holds a Masters Degree in Nursing, the following premium will be added to the Nurse's regular annual rate of pay: **one thousand nine hundred sixty-one dollars (\$1961.00)**

## **CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM - GROUP B**

The following premium will be added to the regular annual pay for any Registered Nurse in the Bargaining Unit who is in receipt of a current certification under the Canadian Nurse Association Certification program and who is employed in a capacity utilizing this training, who submits proof of the certification to the Employer, payable each year the certification is current: **nine hundred ninety-six dollars (\$996.00)**

### **APPENDIX "C" SUPPLEMENTARY NURSE AGREEMENT**

#### **NURSE RETENTION BONUS**

Subject to funding approval from the Department of Health, the Employer will provide a Retention Bonus to eligible Nurses who agree to remain employed for the following twelve (12) months. The Retention Bonus shall be equal to two percent (2%) of the gross annual base earnings (exclusive of any premiums). To be eligible a Nurse must be able to retire with an unreduced pension under the terms of the Employer's Pension Plan. The Nurse must apply in writing to participate in the Retention Bonus. A Nurse may apply for and participate in second and subsequent years.

#### **RETIREE RECRUITMENT INCENTIVE**

Subject to funding approval from the Department of Health, the Employer will provide a Recruitment Incentive of \$500 per year to any retired Nurse who, after retirement, agrees to return to work for at least twenty-four (24) "relief" shifts in a 12 month period. The \$500 will be paid to the Nurse after the completion of the minimum twenty-four (24) "relief" shifts. A Nurse will only be eligible for the sum of \$500 from one long term care Employer in each 12 month period. For clarity, the "relief" shifts must be shifts worked on a casual basis and does not include any "relief" shifts worked while holding a regular or temporary position with the Employer.

## MEMORANDUM OF ADDITIONAL SETTLEMENT TERMS OF FIRST AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** (hereinafter called the “Bargaining Unit Seniority - Memorandum of Agreement”);

**BETWEEN:**                    **HIGH-CREST SHERBROOKE**  
(hereinafter referred to as “the Employer”)

**AND:**                        **Local 131 of the Nova Scotia Government Employee’s Union (NSGEU)**  
(hereinafter referred to as “the Union”)

**WHEREAS** the Union and the Employer have agreed to a first Collective Agreement;

**AND WHEREAS** the Union and the Employer wish to establish the members of the bargaining unit first seniority list;

**AND WHEREAS** the Union and the Employer wish to establish a term that is harmonized with the sector terms;

**NOW THEREFORE** the parties agree as follows:

### **Item 1 - Economic / Classification Adjustments**

Subject to approved funding to the Employer by the Department of Seniors & Long-Term Care, where through Collective Bargaining, an economic or classification adjustment is approved for a nursing home Collective Agreement during the term of this Collective Agreement that increases the compensation of a publicly funded classification within LTC, the rate or classification may be adjusted to the new rates. NSGEU Local 131 shall have thirty (30) days from the date of ratification of the other Agreement to request the modification of rates.

### **Item 2 - RN / LPN 25 year Retention Increment**

Subject to approved funding to the Employer by the Department of Seniors & Long-Term Care, upon completion of 25 years of service as an RN or LPN working with the Employer, all permanent RNs and LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

### **Item 3 - Re-Opener Clause**

- (a) The term of the Collective Agreement shall be from date of signing to October 31, 2026, but in the event of a funded lead table settlement that applies to the Nova Scotia Seniors and Long-Term Care Department funded Residential Care facilities that adjust classification wages for the period between November 1, 2023 to October 31, 2026, affected classifications in Appendix “A” of the Collective Agreement shall be economically adjusted including any retroactivity, if any, determined in accordance with the approved funded mandate applicable to NSGEU.
- (b) Any funded provision resulting from sector mandates for NSGEU Long Term Care Residential Care Facilities for the term between November 1, 2023 to October 31, 2026 will cause this agreement to be amended similarly.

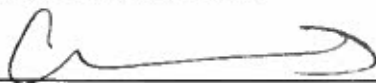
**Item 4 - First Bargaining Unit Seniority List:**

The Union and the Employer agree the following shall constitute the bargaining unit seniority status of employees.


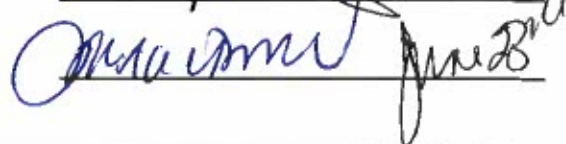
Seniority	Name	Classification	Employ Date	Position	Status
1	MacKay, Penny	Continuing Care Assistant	1982/05/25	Full Time	1.0
2	Porter, Marla	Continuing Care Assistant	1982/10/18	Full Time	1.0
3	Smith, Elizabeth	Continuing Care Assistant	1992/02/04	Full Time	1.0
4	Langille, Lori	Continuing Care Assistant	1997/08/03	Part Time	0.8
5	Horton, Elmira	Environmental Services	1999/06/09	Full Time	.85
6	Porter, Sharon	Continuing Care Assistant	2000/09/22	Full Time	1.0
7	Croft, Barbara Ann	Continuing Care Assistant	2000/12/27	Full Time	1.0
8	Pye, Peggy	Continuing Care Assistant	2003/10/27	Full Time	1.0
9	Rudolph, Stephen	Environmental Services	2007/04/02	Part Time	0.85
10	Mahar, Ruth	Dietary Services	2008/01/29	Full Time	1.0
11	Spears, Michelle	Continuing Care Assistant	2010/05/24	Full Time	1.0
12	Croft, Tracy	Continuing Care Assistant	2010/05/26	Full Time	1.0
13	Robinson, Gail	Environmental Services	2011/04/09	Full Time	1.0
14	Pace, Doug	Continuing Care Assistant	2012/04/10	Full Time	1.0
15	Pye, Stacey	Licensed Practical Nurse	2012/11/16	Full Time	1.0
16	Mansfield, Suanne	Registered Nurse	2012/12/30	Full Time	.75
17	Joe, Tanya	Continuing Care Assistant	2017/03/06	Full Time	1.0
18	McGrath, Kelsey	Dietary Services	2017/07/30	Full Time	1.0
19	Bingley, Audrey	Dietary Services	2019/03/25	Full Time	1.0
20	Dewolfe, Brooke	Continuing Care Assistant	2019/10/15	Full Time	1.0
21	Rhynold, Sheila	Continuing Care Assistant	2019/10/27	Full Time	1.0
22	Smith, Davene	Continuing Care Assistant	2019/11/19	Full Time	1.0
23	Rudolph, Christine	Continuing Care Assistant	2019/11/25	Full Time	1.0
24	Pinkham, Tina	Registered Nurse	2020/01/11	Full Time	0.9
25	Harpell, Candi	Environmental Services	2020/03/09	Part Time	0.5
26	Pace, Diane	Continuing Care Assistant		Part Time	0.6
27	Joe, Jenna	Registered Nurse	2023/04/27	Full Time	1
28	Fenton, Carla	Licensed Practical Nurse	2023/05/17	Part Time	0.6
29					

IN WITNESS WHEREOF the Parties hereto have signed on the 23 of June, 2023.

FOR THE EMPLOYER

  
\_\_\_\_\_

FOR THE UNION

  
  
\_\_\_\_\_

