

COLLECTIVE AGREEMENT

BETWEEN

R.K. MacDonald Nursing Home Corporation

- and -

**UNIFOR
LOCAL UNION 2107**

November 1, 2020 – October 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.01 Preamble.....	1
ARTICLE 2 - PURPOSE	1
2.01 Purpose of the Agreement	1
ARTICLE 3 - DEFINITIONS.....	2
3.01 Definition of Terms.....	2
(a) Employee.....	2
(b) Regular Full-Time Employee.....	2
(c) Regular Part-Time Employee.....	2
(d) Relief.....	2
(e) Temporary vacancy	2
(f) Probationary period.....	3
(g) Working days	3
(h) Days.....	3
(i) Week.....	3
(j) Holiday	3
(k) Probationary employee	3
(l) Spouse.....	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	4
4.01 Management Rights	4
ARTICLE 5 - UNION RECOGNITION AND SECURITY.....	4
5.01 Bargaining Agent Recognition.....	4
5.02 Union Check-off and Dues Deduction	5
5.03 Remission of Dues.....	5
5.04 List of Bargaining Unit Employees	5
5.05 Bulletin Board.....	5
5.06 Union Representations	5
5.07 Union Orientation	6
5.08 Negotiations	6
ARTICLE 6 - GRIEVANCE PROCEDURE	6
6.01 Grievance Committee	6
6.02 Right to Union Representation.....	6
6.03 Grievance Procedure.....	7
Step 1:.....	7
Step 2:.....	7
Step 3:.....	7
Step 4:.....	7

6.04	Jurisdiction of the Arbitrator	8
6.05	Pre-Hearing Disclosure	8
6.06	Time Limit on Rendering Decision	8
6.07	Cost of the Arbitrator.....	8
6.08	Question of General Application	8
6.09	Duties during Grievance	8
ARTICLE 7 - NO DISCRIMINATION		9
7.01	No Discrimination.....	9
ARTICLE 8 - WAGES		9
8.01	Wages.....	9
8.02	Temporary Assignment.....	9
8.03	Trial Period.....	9
8.04	Recall.....	10
8.05	Pay for Hours Worked.....	10
8.06	Pay Days.....	10
8.07	Relief of a Supervisory Position	10
8.08	Shift Premium	10
8.09	Weekend Premium	11
ARTICLE 9 - HOURS OF WORK AND OVERTIME.....		11
9.01	Regular Hours of Work	11
9.02	Meal and Rest Breaks.....	12
9.03	Consecutive Work Days.....	12
9.04	Overtime	12
9.05	Authorization of Overtime.....	13
9.06	Assignment of Overtime.....	13
9.07	Banked Time.....	13
9.08	Hours between Shifts.....	13
9.09	Consecutive Days Off	13
9.10	Meal Allowance.....	13
9.11	Posting Work Schedule.....	14
9.12	Split Shifts	14
9.13	Minimum Work for Reporting.....	14
ARTICLE 10 - HOLIDAYS		14
10.01	Recognized Holidays	14
10.02	Work on a Holiday.....	15
10.03	Holidays on Sunday	15
10.04	Holidays during Vacations.....	15
10.05	Absence from Work on a Holiday.....	15
10.06	Holiday on a Scheduled Day Off.....	15
10.07	Holiday Pre-requirement	15
10.08	Hours of the Holiday	16
10.09	Christmas and New Year Days Off	16

10.10	Holiday Pay for Part-Time Employees	16
ARTICLE 11 - VACATIONS		17
11.01	Vacation Entitlement – Full Time	17
11.02	Vacation Schedule	18
11.03	Qualifying Service	18
11.04	Vacation where Employee Leaves Employment	18
11.05	Vacation Credit Accumulation	18
11.06	Illness prior to Vacation	18
11.07	Illness / Injury during Vacation	18
11.08	Bereavement During Vacation	19
11.09	Vacation Cancellation Pay	19
ARTICLE 12 - SICK LEAVE		19
12.01	General Principle	19
12.02	Sick Time Accrual	19
12.03	(a) Maximum Sick Time Accrual	19
	(b) Personal, Family and Emergency Leaves	19
12.04	Workers' Compensation Board	20
12.05	Proof of Illness	20
12.06	Sick Leave Accumulation	21
12.07	Record of Accumulated Sick Time	21
12.08	Out of Town Appointments	21
12.09	Leave for Extended Medical Procedures	21
ARTICLE 13 - LEAVES OF ABSENCE		21
13.01	Leave of Absence Without Pay	21
13.02	Pregnancy Leave	21
13.03	Parental Leave	22
13.04	Paternity Leave	22
13.05	Court Leave	22
13.06	Union Education Leave	23
13.07	Statutory Leaves of Absence	23
13.08	Hazardous Conditions	23
ARTICLE 14 - BEREAVEMENT LEAVE		24
14.01	Bereavement Leave at Work	24
14.02	Bereavement Leave for Immediate Family	24
14.03	Eligibility for Bereavement Leave	24
14.04	Immediate Family	24
14.05	Bereavement Leave for Aunt, Uncle, Niece or Nephew	24
14.06	Bereavement Leave for In-Laws	24
14.07	"In-Law" Relationships	25
14.08	Out of Province Bereavement Leave	25
14.09	Deferral of Leave	25

ARTICLE 15 - VACANCIES AND PROMOTIONS	25
15.01 Promotions.....	25
15.02 Filling Vacancies	25
15.03 Notice of Vacancies	26
15.04 Determining Successful Candidate	26
15.05 Filling Temporary Vacancies.....	26
15.06 Commitment to Temporary Vacancies	26
15.07 Consideration of All Applicants	26
15.08 Posting Successful Candidate	26
15.09 Expressions of Interest	27
ARTICLE 16 - SENIORITY	27
16.01 Seniority	27
16.02 Posting Seniority List	27
ARTICLE 17 - BENEFITS.....	27
17.01 Pension Plan.....	27
17.02 Benefit Plans.....	27
ARTICLE 18 - MISCELLANEOUS.....	28
18.01 Clothing / Footwear Allowance.....	28
18.02 Gender References.....	28
18.03 New Classifications.....	28
18.04 Agreements with Employees.....	28
18.05 Contracting Out.....	28
18.06 Personnel File	29
18.07 Orientation Period	29
18.08 Posting of Information	29
18.09 Temperature in Work Area.....	30
18.10 Parking.....	30
18.11 Strike and Lockout during Agreement.....	30
18.12 OH&S Committee	30
18.13 Health and Safety	30
18.14 Notice of Resignation.....	31
18.15 Layoff Notice	31
ARTICLE 19 - DURATION OF AGREEMENT.....	31
19.01 Term of the Agreement	31
19.02 Renewal of the Agreement.....	31
19.03 Retroactivity	31
19.04 Signatures	32
Appendix "A" Wage Scales.....	33
Appendix "B" Complaint Procedure.....	37

Appendix "C" LPN Practice Premium	39
Memorandum of Agreement Re: Scheduling.....	42
Memorandum of Agreement Re: Abuse and/or Threatening Behaviour	43
Memorandum of Agreement Re: Retention Incentive	44
Memorandum of Agreement Re: LTD.....	45
Memorandum of Agreement Re: Job Sharing	46
Memorandum of Understanding Re: Use Agency Staff.....	48

THIS AGREEMENT made, in duplicate this 6 day of Dec , 2022.

BETWEEN:

R.K. MacDonald Nursing Home Corporation,

a municipal corporation incorporate under the laws of the Province of Nova Scotia, having its head office at Antigonish, Nova Scotia, hereinafter referred to as the "EMPLOYER",

AND:

UNIFOR

and representing certain employees of the Employer through its Local 2107, hereinafter referred to as the "UNION".

ARTICLE 1 - PREAMBLE

1.01 Preamble

Recognizing the common dependence of the residents and employees upon the welfare of the R. K. MacDonald Nursing Home and recognizing that the only resources of said Nursing Home are from its residents, the government and that Christian Charity is the essential, all pervasive and dynamic element influencing every phase of service given at the Nursing Home, it is clearly understood that at all times and under all circumstances first consideration will be given to these long time residents who are largely aged senior citizens.

ARTICLE 2 - PURPOSE

2.01 Purpose of the Agreement

The purpose of this Agreement is to promote and maintain harmonious relationships between the Employer and the Employees; to define wages and conditions of employment which shall maintain between the Employer and employees; to provide an amicable method of settling grievances or differences which may from time to time arise; to promote the mutual interests of the Employer and employees; to provide for the carrying on of the Employer's business under methods which will further to the fullest extent possible, the safety and welfare of the employees together with efficiency and economy of operation. It is the duty of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 3 - DEFINITIONS

3.01 Definition of Terms

The following terms in this Agreement shall be defined as follows:

(a) Employee

in this Agreement shall be restricted to regular employees of the Employer in the categories of general workers in laundry and linen, housekeeping, maintenance, dietary, cooks, personal care workers, continuing care assistants, physiotherapy aides and licensed practical nurses as enumerated in L.R.B. Number 2077 and shall exclude relief employees as well as those classifications enumerated in letter from Labour Relations Board dated the 24th day of June, 1974, and also excluding all members of religious congregations.

(b) Regular Full-Time Employee

is one who occupies a position within the bargaining unit designated to be on-going and who works the regular hours as prescribed in Article 9.01 of this Agreement.

(c) Regular Part-Time Employee

is one who occupies a position within the bargaining unit designated to be on-going and who works less than the regular hours as prescribed in Article 9.01 of this Agreement. The benefits of this Agreement shall apply to regular part-time employees on a pro rata basis.

(d) Relief

is an employment relationship other than Regular or Temporary for a person who normally works on a day to day basis as required and is not scheduled on a regular basis. Relief employees will be paid according to the position they are called to replace. The provisions of this Collective Agreement do not apply to Relief employees.

(e) Temporary vacancy

is a position temporarily vacant for a period designated to be in excess of thirty (30) calendar days. Temporary vacancies known by the Employer to be in excess of thirty (30) days shall be posted in accordance with Article 15.02 of this Agreement. An employee awarded a posted temporary vacancy is entitled to the benefits of the Collective Agreement, on a pro rated basis. Where known, the Employer shall indicate the expected duration of the temporary vacancy. Vacancies that are undetermined or for a period of less

than thirty (30) days, shall be assigned by the Employer to part-time or relief employees. Where they have indicated their availability and are able to complete the full terms of the assignment, part time employees will be given preference over the relief employees for available shifts. The preference of assignment to part-time employees shall not apply where it results in overtime liabilities for the Employer.

(f) Probationary period

Shall apply to newly hired employees into a bargaining unit position (temporary or regular) and consists of a period of 528 hours of work in the position. Any employee of R.K. MacDonald shall serve only one (1) probationary period in this bargaining unit. Employees may be terminated during the probationary period without cause and without recourse to the grievance procedure however, should the Employer exercise its discretion in an arbitrary, discriminatory or bad faith manner the employee will have the right to grieve up to and including arbitration.

Once one (1) probationary period has been completed, in the event the employee receives another temporary or regular assignment, the employee shall be subject to a trial period.

(g) Working days

shall exclude Saturdays, Sundays and Holidays.

(h) Days

shall mean calendar days

(i) Week

shall mean Monday to Sunday

(j) Holiday

shall mean an eight hour period.

(k) Probationary employee

shall not have the right to claim seniority privileges during the probationary period but shall not be required to take less money or work longer hours than provided for in this Agreement. Every probationary employee shall receive during the first three months of employment a rate of pay not less than the minimum rate in Appendix "A" of this Agreement.

(l) Spouse

as used in this Collective Agreement, includes same-sex marriages and common-law relationships.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as owner and operator of the Nursing Home including, but not restricted to:

- (a) The right to operate and manage the Nursing Home and working force of the Nursing Home in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to residents through greater efficiency consistent with fair labour standards.
- (b) It is the exclusive function of the Employer to select, hire, direct, transfer, promote, demote, classify, reclassify, lay-off, rehire, suspend, discharge immediately for just cause or otherwise discipline any employee; to maintain discipline and efficiency of the employees, the Employer shall make or revise from time to time such rules and regulations as to working programs, conduct and personal appearance of employees; PROVIDED HOWEVER, that any employee who feels he has been unjustly dealt with by the Employer with respect to the exercise of these powers may present a grievance in accordance with Article 6.

ARTICLE 5 - UNION RECOGNITION AND SECURITY

5.01 Bargaining Agent Recognition

The Employer recognizes the Union as the sole collective bargaining agent for *regular* employees as described in Appendix 'A' (and in L.R.B. Order Number 2077 and covering letter from Labour Relations Board) and agrees to meet with representatives of the Local and the Union when necessary for the purpose of carrying out terms of this agreement. It is understood that *relief employees*, registered and graduate nurses, foremen, those equivalent to foreman and above, and those excluded by clauses (1) and (2)- of paragraph (j) of Section 1 of the Trade Union Act, directors of departments, bookkeeper, secretary, receptionists and Sisters of religious congregations are excluded from this Agreement.

5.02 Union Check-off and Dues Deduction

The Employer agrees that there shall be established, as of the first day of -the month following signing of this Agreement, a check-off compulsory upon all Employees within the Bargaining Unit, for as long as the employee remains a member of the Bargaining Unit to which the Agreement applies. The amount to be deducted shall be Union dues assessed by the Union according to its Constitution or By-Laws. Payment of Union dues alone shall not constitute Union membership.

5.03 Remission of Dues

All amounts so deducted, together with a record of names, amounts and dates, shall be sent by the Employer to the Financial Secretary of the Local Union not later than the (15th) day of the month following the month for which such deductions were made.

5.04 List of Bargaining Unit Employees

The Employer will provide the Local Union office monthly on the 15th day of each month, with a list of Employee's email addresses in the Employer's possession and a list of all new full time employees who are covered under the bargaining unit and all such employees who are included on the previous month and have since,

- (a) left the employ; or
- (b) been promoted to a non-bargaining unit position; or
- (c) changed surnames; or
- (d) been granted leave of absence.

5.05 Bulletin Board

The Union shall be permitted to post notices of meetings and other matters of interest to the membership on the staff bulletin board, provided by the Employer and designated for that purpose, with the authorization of management, such permission shall not be unreasonably withheld.

5.06 Union Representations

Union representatives are permitted to visit to discuss problems with a member of the Grievance Committee during working hours provided such visits are approved by the Administrator or Department Head concerned.

5.07 Union Orientation

As part of a new employee's general orientation day, a representative of the Union shall meet with the employee for up to thirty (30) minutes. Such meeting shall occur during regular work hours of both the new employee and the representative of the Union and will not result in additional cost to the Employer. Where there is more than one (1) new employee, the Union representative shall meet with all of the new employees during the one thirty (30) minute period.

5.08 Negotiations

- (1) Up to three (3) representatives designated by the Union shall not suffer loss of pay as a result of involvement in direct negotiations between the employer and the Union. The Union will advise the Employer in writing of the names of the Employee representatives on this Committee. Part-Time Employees who are committee members shall receive pay to compensate for any shifts lost due to direct negotiations.
- (2) Where an employee, who is a member of the bargaining unit, is assigned to work for the Union, excluding negotiations, the Employer agrees to continue the employee's salary and benefits for the days they with the Union and bill the Local for reimbursement. The Local agrees to pay the bill within thirty days (30) days of receipt. The bill will be sent to the Treasurer of the Local. The Union will provide the Employer with the address for the Treasurer.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Grievance Committee

The Union will appoint and the Employer will recognize a committee of not more than six Shop Stewards consisting of not more than two employees from any one department. This group shall be known as the Grievance Committee and shall deal with all complaints and grievances resulting from specific breaches of the provisions of this Collective Agreement. A current list of the Members of this Committee with updated changes therein shall be provided by the Union to the Employer.

6.02 Right to Union Representation

All members of the Union will have the right to request union representation if required to attend any meeting with management personnel which results in disciplinary action against that Employee. This provision shall not restrict the

Employer from interviewing any of its Employees in the course of an investigation or inquiry.

6.03 Grievance Procedure

The Employee may be accompanied by a Union Representative throughout the grievance process. It is agreed that the Union representative may act as a member of the Committee at the request of either party. Grievances shall be dealt with in the following manner:

Step 1:

The Employee will first discuss the alleged complaint with the department head or designate within five (5) working days of the occurrence of the matter giving rise to the grievance.

Step 2:

If the alleged complaint is not satisfactorily disposed of in Step 1, the grievor shall then present the grievance in writing within an additional five (5) working days from the initial occurrence of the matter giving rise to the grievance to the department head or designate, who shall then reply in writing within five (5) working days from the date on which the written grievance was received.

Step 3:

If the grievance is not settled within ten (10) working days from date of the written decision provided in Step 2, the grievor may then refer the grievance in writing to the Administrator. The Administrator shall then render a decision in writing within fifteen (15) working days of the referral.

Step 4:

If the grievance is not settled in the steps above, either party may serve notice of intention to seek mediation or arbitration. Such notice must be given within ten (10) working days following the rendering of the Administrator's decision in Step 3. The matter may then be referred to a sole mediator or arbitrator appointed by mutual consent of the parties. If the parties cannot agree to the appointment of a sole arbitrator within ten (10) working days following receipt of notice, then either of the parties may request the Minister of Labour for the Province of Nova Scotia to appoint such an arbitrator. The decision of the arbitrator shall be final and binding on both parties. The parties may, by mutual consent, agree to an Arbitration Board of three persons.

The parties may also, by mutual consent, agree to any other process, including non-binding arbitration, at any time prior to referring the grievance to arbitration. In the absence of a settlement of the grievance

during the process, their submission to the process will not prevent either party from unilaterally submitting the matter to binding arbitration.

6.04 Jurisdiction of the Arbitrator

In determining any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Employer's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the grievor to their former position with or without compensation or in such other manner as may in the opinion of the arbitrator be equitable.

6.05 Pre-Hearing Disclosure

The Arbitrator or Arbitration Board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the Arbitration with notice to the other affected Party.

6.06 Time Limit on Rendering Decision

Unless otherwise agreed between the parties, the Arbitrator shall render the decision in writing to the Employer and to the Union within thirty (30) days following the hearing.

6.07 Cost of the Arbitrator

The Employer and the Union agree to bear an equal share of any expenses incurred on account of an arbitrator set-up pursuant to Step 4 of paragraph 6.03 of this Article.

6.08 Question of General Application

Where a dispute involving a question of general application or interpretation occurs, or the Union or the Employer has a grievance, steps 1 and 2 may be bypassed.

6.09 Duties during Grievance

An employee who had initiated a grievance, shall report the matter to management in the manner outlined in Article 6.03, but pending settlement, shall perform regular duties faithfully.

ARTICLE 7 - NO DISCRIMINATION

7.01 No Discrimination

The Employer and Union agrees that they shall not discriminate against any Employee because of race, colour, creed, sex, sexual orientation, religion or age save and except those limitations as set out in legislation of the Province of Nova Scotia.

The Employer and the Union are committed to an harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably known to be unwelcome" that denies individual dignity and respect on the basis of the prohibited grounds listed in the Nova Scotia Human Rights Act. All employees are expected to treat others with courtesy and consideration and to discourage harassment. An employee who feels they have been subject to harassment must file a complaint pursuant to the complaint procedure in Appendix "B".

ARTICLE 8 - WAGES

8.01 Wages

The Employer agrees to pay and the Union agrees to accept the scales of wages as indicated in Appendix "A" of the Agreement.

8.02 Temporary Assignment

An employee is assigned by the Employer to temporarily perform work in a classification paying a lower rate than that employee's regular classification, shall be paid the employee's regular classification rate. An Employee assigned by the Employer to temporarily perform work in a classification paying a higher rate than that employee's regular classification rate, shall be paid the higher rate for all hours worked in that classification.

8.03 Trial Period

The first three hundred and twenty (320) hours worked after promotion to the new position will be designated as a trial period but may be extended by the Employer if mutually agreed with the Union. During the trial period, if an employee finds the new position to be unsuitable or the Employer finds the employee to be unsuitable for the new position, the employee shall be reinstated into their former position, at the former rate of pay, and such reinstatement shall not constitute a grievance or grounds for a grievance. For the purposes of the trial period, hours worked shall mean hours where the employee is actually working and shall exclude any paid or unpaid leaves.

8.04 Recall

An employee recalled to work outside regularly scheduled hours shall be paid at the rate of time and one half (1.5x) times the employee's regular hourly rate for each hour of recall worked. This does not apply to employees called in to work extra shifts beyond their regularly scheduled shifts.

8.05 Pay for Hours Worked

Part time employees shall be paid at straight time for the hours worked when posted or called in for duty, except where overtime applies according to Article 9.04.

8.06 Pay Days

Pay day shall be every second Thursday and shall, include all wages owing to the employee up to and including the immediately preceding Sunday. When pay day falls on a holiday, pay shall be given to employees at the regular time on the day immediately preceding the holiday.

8.07 Relief of a Supervisory Position

- (a) When an Employee within the bargaining unit is designated to relieve on a supervisory position due to sick leave, vacation, leave of absence, or on a temporary basis, the employee so assigned shall receive a premium of one dollar (\$1.00) per hour above the Employee's regular hourly rate of pay commencing with the first shift worked not to exceed the start rate of the classification being replaced. When an employee is in a supervisory position, they will receive the premium for all paid earnings.
- (b) When a night shift RN is absent because of sick leave, vacation or authorized leave of absence and the absence is not filled by an RN but an LPN instead, the LPNs on duty will each be paid an additional \$0.88 per hour of the replacement (which amounts to \$2.64 in total for each hour of the replacement).

8.08 Shift Premium

All Employees shall receive a shift premium of \$1.75 per hour for all hours worked between 1900 hours and 0700 hours. The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification (September 28, 2022) and shall be applicable to all hours worked.

8.09 Weekend Premium

All Employees shall receive a weekend premium of \$1.75 per hour for all hours worked between 11pm Friday and 11pm Sunday. The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification (September 28, 2022) and shall be applicable to all hours worked.

- 8.10** The shift differential or shift premium or weekend premium shall not apply when calculating overtime, vacation pay or sick leave or holidays.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 Regular Hours of Work

- (a) The regular hours of work for full-time employees normally consist of either eighty (80) hours bi-weekly or, in the case of smoothing, an average of eighty (80) hours bi-weekly made up of eight (8), ten (10) and/or twelve (12) hours shifts. Scheduling of days off and hours of work is the sole prerogative of management. Shift lengths in variance to the foregoing may be implemented where the Employer and the employees affected have mutually agreed. Shifts in variance to the foregoing shall not attract overtime except where the employee works in excess of the varied shift.
- (b) Upon ninety (90) days written notice of either the Employer or the Union, either party may exercise an option to cancel twelve (12) hours shifts or ten (10) hours shifts and return to the standard eight (8) hours shifts for full-time employees.
- (c) All employees except those working ten (10) or twelve (12) hour shifts will be granted at least every third (3rd) weekend off. Saturday and Sunday shall constitute a weekend. Friday and Saturday nights shall constitute a weekend for night shifts. Every possible effort will be made to arrange the work schedule so that employees will have every second (2nd) weekend off duty. Where operationally feasible, all full-time or employees working full-time schedules will be scheduled off every second (2nd) weekend.

Those employees working twelve (12) hour shifts shall receive at least one (1) weekend off per month as per the currently posted schedule.

Those employees working ten (10) hour shifts shall receive the weekends off as per the posted schedule. In the event the Employer plans to change the posted schedule, it shall consult with the employees affected in advance of making any change.

- (d) The Employer recognizes that regular full-time employees want and deserve as much regularity and predictability in their work hours as possible. The Employer will continue to work towards that end. The Union recognizes that scheduling problems exist and will probably continue to exist, here fore, the Employer agrees there will be no arbitrary or unreasonable changes in shifts.

9.02 Meal and Rest Breaks

The Employer agrees that each four (4) hours worked shall include one (1) fifteen (15) minute rest period. Employees working an eight hour shift, ten hour shift or a twelve hour shift shall also be provided with at least one (1) meal break on the basis of fifteen (15) minutes for each (4) hours worked.

9.03 Consecutive Work Days

No employee will be required to work more than six (6) regularly scheduled consecutive days without a rest period of at least one (1) day unless mutually agreed to between the Employer and employee.

9.04 Overtime

Except for smoothing of hours of work as provided in Article 9.01 (a):

- (a) An employee regularly scheduled for an eight (8) hour shift, who works in excess of eight (8) hours in a day or eighty (80) hours bi-weekly, shall have the option to be compensated with pay or time in lieu of pay at a mutually agreed time at the rate of time and one half (1.5x) of the overtime worked and at the rate of double time (2x) of the overtime worked in excess of twelve (12) continuous hours in any one day.
- (b) An employee regularly scheduled for a ten (10) hour shift, who works in excess of ten (10) hours in a day or eighty (80) hours bi-weekly, shall have the option to be compensated with pay or time in lieu of pay at a mutually agreed time at the rate of time and one half (1.5x) of the overtime worked and at the rate of double time (2x) of the overtime worked in excess of fourteen (14) continuous hours in any one day.
- (c) An employee regularly scheduled for a twelve (12) hour shift, who works in excess of twelve (12) hours in a day or eighty (80) hours bi-weekly, shall have the option to be compensated with pay or time in lieu of pay at a mutually agreed time at the rate of time and one half (1.5x) of the overtime worked and at the rate of double time (2x) of the overtime worked in excess of sixteen (16) continuous hours in any one day.

9.05 Authorization of Overtime

All overtime must be authorized by the Employer or representative of the Employer.

9.06 Assignment of Overtime

When operationally feasible, overtime shall be offered on the basis of seniority.

9.07 Banked Time

All banked overtime accrued to March 31st in any year must be used before November 30th of that same year. Initially the Employer will make all reasonable attempts to accommodate an employee's timely request for banked overtime time off. In the event that such request was not operationally feasible or that the employee did not make a timely request to schedule the time off, the Employer shall schedule the employee's time off (as accrued to March 31st) between March 31st and November 30th unless the employee provides notice that they elect to be paid out. This provision does not apply to vacation time.

9.08 Hours between Shifts

Schedules will be arranged in such a way that eight (8) hour shift work employees shall receive at least sixteen (16) hours rest between each regularly scheduled shift. Employees may accept work with less than sixteen (16) hours' rest if mutually agreeable.

9.09 Consecutive Days Off

- (a) In scheduling of shifts, the employer agrees to make every possible effort to arrange the days of rest so that employees can receive as much consecutive time off duty as possible.
- (b) The Employer will attempt to schedule time in such a way that eight (8) hour shift workers shall receive at least forty-eight (48) hours off between each five (5) day period of shift work.

9.10 Meal Allowance

- (a) Except for employees scheduled to work twelve (12) hour shifts, an employee who is required to work twelve (12) continuous hours will be provided with a meal.
- (b) Employees on duty shall not be obliged to buy meals, but may be given the opportunity to do so by the Employer.

9.11 Posting Work Schedule

- (a) Work schedules shall be posted for each department at least two (2) weeks in advance. An employee required to work a scheduled day off will have the option to be given another day's pay or another day off in lieu at a mutually agreed time.
- (b) Where the Employer has been notified that there is a deficiency in the posted schedule and where the Employer determines that the deficiency is to be filled, the Employer shall endeavour to fill such deficiency within twenty-four (24) hours of notification.

9.12 Split Shifts

The Employer shall not schedule split shifts in the dietary department unless in an emergency situation.

9.13 Minimum Work for Reporting

An employee reporting for either a call-in or a regularly scheduled shift will be provided with a minimum of four (4) hours of work. This article does not apply to employees in the Maintenance department.

ARTICLE 10 - HOLIDAYS

10.01 Recognized Holidays

The following are recognized holidays:

New Year's Day	Labour Day
Heritage Day	September 30 th Day of Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
1 st Monday in August	

- (a) The above noted holidays total one hundred and four (104) hours of holiday time off for full-time employees regardless of whether the employee works eight (8), ten (10), or twelve (12) hour shifts.
- (b) Each employee shall be permitted to maintain up to twenty-four (24) hours of unused holiday time for their use. Where an employee has in excess of twenty-four (24) hours of unused holiday time, time off for a holiday which

was not used on the day of the holiday shall be scheduled within ninety (90) days after the holiday.

- (c) Initially the Employer will make all reasonable attempts to accommodate an employee's timely request for holiday time off. In the event that such request was not operationally feasible or that the employee did not make a timely request to schedule the time off, the Employer shall schedule the employee's time off within the ninety (90) days unless the employee provides notice that they elect to be paid out. This provision does not apply to vacation time.

10.02 Work on a Holiday

An employee scheduled or called to work on an above recognized holiday, shall receive time and a half (1.5x) pay for the hours worked on the holiday, plus a day off in lieu of the holiday at a later date to be mutually agreed.

10.03 Holidays on Sunday

If any of the above-mentioned holidays fall on Sunday, the day proclaimed by the Government shall be treated as a holiday.

10.04 Holidays during Vacations

If one of the holidays referred to above occurs during the employee's vacation period, an additional day's vacation or an additional day's pay will be allowed the employee by mutual agreement.

10.05 Absence from Work on a Holiday

An employee who is absent from work on a holiday after being posted to work, forfeits all pay for that day.

10.06 Holiday on a Scheduled Day Off

If one of the above-mentioned holidays coincides with an employee's day off, such employee shall be paid an additional day's pay or be given a day off in lieu thereof.

10.07 Holiday Pre-requirement

- (a) An employee who may qualify for holiday benefits, must have worked the last scheduled shift prior to, and the next scheduled shift following the actual holiday or have been on paid leave on either or both of those scheduled shifts.

- (b) An employee who qualifies for holiday benefits in accordance with 10.07(a) and who is absent on a holiday because of a bona fide illness or injury shall be eligible for the holiday benefits provided that the illness or injury is reported to, verified, and authorized by the Head of the Department, or their superiors.

10.08 Hours of the Holiday

A Holiday shall be deemed to be the 24 hour period running from midnight to midnight on the day of the holiday.

10.09 Christmas and New Year Days Off

Where operational requirements permit, the Employer agrees to make every reasonable effort to see that employees will receive three (3) continuous days off during the Christmas week or New Year week, on a rotating basis; e.g. on either December 24th, 25th or 26th or December 31st, January 1st, 2nd.

10.10 Holiday Pay for Part-Time Employees

- (a) Part-time employees will be granted statutory holiday pay on the basis of one (1) paid holiday for each one hundred and eighty-nine (189) hours paid to a maximum of one hundred and four (104) hours per year.
- (b) When part-time employees are not scheduled or required to work on a statutory holiday they will receive holiday pay provided they have accumulated at least one hundred eighty-nine (189) hours paid.
- (c) When part-time employees are scheduled or required to work on a statutory holiday, they will receive the regular rate associated with the position worked in addition to the holiday pay provided they have accumulated at least one hundred and eighty-nine (189) hours paid.
- (d) When a part-time employee receives holiday pay, one hundred and eighty-nine (189) hours will be subtracted from the total accumulated number of hours worked for the purpose of determining the next holiday pay entitlement.
- (e) For the purposes of part-timers accumulating holiday pay, hours paid shall mean hours worked including any hours of overtime (but not at premium) and shall also include paid vacation, paid sick leave, paid compassionate leave, but shall exclude paid holidays.

ARTICLE 11 - VACATIONS

11.01 Vacation Entitlement – Full Time

Paid vacation leave shall be earned on the basis of regular hours paid. Unless otherwise indicated in the Collective Agreement, regular hours paid for the purpose of this article shall include paid vacation hours, paid sick leave, the straight time equivalent of paid holiday hours, unpaid union leave reimbursed by the union, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours worked and hours paid directly or indirectly by a third party.

- (a) Full-Time Employees shall accumulate annual vacation leave as follows:
1. During the first year and 2080 regular hours paid as a member of the bargaining unit, at the rate of one hour of vacation for each 26 regular hours paid to a maximum of 80 hours (i.e. ten (10) days during the first year)
 2. After one (1) year and 2080 regular hours paid as a member of the bargaining unit, at the rate of 1 hour of vacation for each 17.33 regular hours paid to a maximum of 120 hours (i.e. fifteen (15) days between two (2) years and six (6) years);
 3. After six (6) years and 12,481 regular hours paid as a member of the bargaining unit, at the rate of 1 hour of vacation for each 13.00 regular hours paid to a maximum of 160 hours (ie. Twenty (20) days between six (6) and twenty (20) years)
 4. After twenty (20) years and 41,600 regular hours paid as a member of the bargaining unit, at the rate of one (1) hour of vacation for each 10.40 regular hours paid to a maximum of 200 hours (i.e. twenty-five (25) days after twenty (20) years)

Years	Hours Worked	Vacation Entitlement
Less than one year	<2080 hrs	Maximum 2 weeks/10 days/80 hrs
1 – 6 years	2081 hrs – 12,480 hrs	Maximum 3 weeks/15 days/120 hrs
6 years – 20 years	12,481 – 41,600 hrs	Maximum 4 weeks/20 days/160 hrs
+20 years	+41,601 hrs	Maximum 5 weeks/25 days/200 hrs

- (b) Part time employees shall receive paid vacation on a pro-rated basis in accordance with the above formula.

11.02 Vacation Schedule

A vacation schedule shall be arranged and posted prior to May 1st of each year, in a manner that will least interfere with the operation of the employer's business. The employer shall schedule vacations so that each employee receives at least two (2) consecutive weeks of vacation per year. Preference for vacation time shall be on the basis of seniority. Employees may request and the Employer may, on request, grant vacation time other than specified above; however, no employee shall be granted vacation between December 15th and January 15th.

11.03 Qualifying Service

Where it is not operationally feasible for the Employer to schedule an employee's vacation before March 15th in the subsequent year, the unused vacation may be carried over for an additional year. A maximum of three (3) weeks vacation entitlement may be carried over.

11.04 Vacation where Employee Leaves Employment

If an employee leaves the service of the Employer after one year's service for any reason whatsoever, they shall be paid the amount of vacation due them calculated on a pro rata basis retro active to the time vacation was last calculated or the commencement date of employment if no previous vacation has been received. In the case of resignation, it is agreed that the Employee give seven (7) calendar days' notice in writing or forfeit that vacation that exceeds the requirements of the Labour Standards Code, Section 30, Vacation Pay.

11.05 Vacation Credit Accumulation

An employee who has more than eighteen hundred and seventy two (1,872) regular paid hours in a vacation year shall be credited vacation hours on the basis of two thousand and eighty (2080) paid hours. Other Employees will receive their vacation on a pro rata basis according to their paid hours.

11.06 Illness prior to Vacation

An employee who becomes ill prior to the date on which their vacation commences shall be permitted to cancel vacation until the employee is considered by their physician to have sufficiently recovered to return to work, and provided that rescheduling of vacation is at the discretion of the Employer.

11.07 Illness / Injury during Vacation

Should an employee be hospitalized or seriously injured so that they are confined to their home under active medical supervision, the employee may request to have the unused portion of their vacation rescheduled.

11.08 Bereavement During Vacation

During an employee's vacation, if there is a bereavement leave for which the employee is entitled under Article 14, the employee shall, upon request and notification to the Employer, be considered on bereavement leave. The period of vacation so displaced shall be rescheduled between the employee and the Employer.

11.09 Vacation Cancellation Pay

No employee will be required to work on an approved scheduled vacation. Should an employee agree to work on a scheduled vacation at the Employer's request, they will be paid at two (2x) times the regular rate for all hours worked on days that had been scheduled vacation leave. The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further, the employee shall be permitted to reschedule the vacation at a time mutually agreed between the employee and the Employer.

ARTICLE 12 - SICK LEAVE

12.01 General Principle

Paid sick leave is a benefit and not an entitlement to help employees through periods of absenteeism due to illness or injuries. Absenteeism on the part of any employee may therefore be reviewed in terms of its effect and/or in terms of its cause. Regular attendance on the job is the responsibility of the employee and this responsibility is considered an integral part of an employee's job duties.

12.02 Sick Time Accrual

After completing the probationary period, regular Employees shall be entitled to accumulate sick leave at the rate of twelve (12) hours sick time for every one hundred sixty (160) hours paid.

12.03 (a) Maximum Sick Time Accrual

Sick leave shall be cumulative to a maximum of fourteen hundred (1400) hours.

(b) Personal, Family and Emergency Leaves

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-six (36) hours per annum (pro-rated for part-time employees) debited against their sick leave credits in order to:

- (i) engage in and facilitate the employee's
 - (1) personal or dental care (where it is not already covered under Article 12.08);
 - (2) the employee's immediate family member who is permanently residing with the Employee; or
 - (3) the employee's immediate family member who is not permanently residing with the employee but where the physician or dentist recommends the employee's attendance

where the employee was not able to schedule the appointment outside of their working hours. Employees shall advise their immediate supervisor when they become aware of the date and time of the appointment.

- (ii) attend to emergencies where:
 - (1) A member of the employee's immediate family who permanently resides in the employee's household has become ill or disabled, in order to make alternate care arrangements where the employee's personal attention is required and which could not be serviced by others or attended to by the employee outside their assigned shifts.
 - (2) A natural disaster (such as flood, fire etc.) has created an emergency situation personal to the employee (such as flood in basement etc.) which must be addressed by the employee during working hours.

12.04 Workers' Compensation Board

The parties to this Agreement agree to abide by the provisions of the Workers' Compensation Act.

12.05 Proof of Illness

When sick leave is claimed, the Employer reserves the right to require reasonable proof of illness by a certificate from the Employee's physician. Unless the Employer has reason to suspect misuse of sick leave, proof of illness will only be required after three (3) consecutive days of illness. The Employer may not be required to pay sick leave unless the Employee reports at least one (1) hour before a shift begins in the case of day shift and four (4) hours before a shift begins in the case of night shift and 1200hr (noon) in the case of 1500hr - 2300hr shift.

12.06 Sick Leave Accumulation

For the purpose of ascertaining the number of sick leave hours accumulated, vacation with pay, holidays with pay, compassionate leave with pay and paid leave of absence shall be considered hours paid.

12.07 Record of Accumulated Sick Time

The Employer agrees that Employees will be advised at the beginning of the fiscal year (April 1st) of the number of sick leave hours still accrued to the employee's credit as of the end of the fiscal year (March 31st).

12.08 Out of Town Appointments

Employees are entitled to sick leave pay for 'out of town' appointments with a medical specialist, provided they have sick leave to their credit subject to 12.02 and 12.03.

12.09 Leave for Extended Medical Procedures

When required by a medical doctor to have any extended medical procedure performed, an employee who has exhausted all their sick leave credits may use vacation, holiday or overtime banks so not to suffer a loss of pay during this time.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Leave of Absence Without Pay

Employees are eligible for leave of absence without pay, subject to the requirements of the Employer, for union business, medical attention, extended pregnancy leave or other good reason.

13.02 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks. A pregnant employee shall provide the Employer with a written request for such leave at least two weeks prior to the beginning of the leave. Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery. Pregnancy leave shall end on such date as the employee determines, with two weeks prior notice to the Employer, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery. In the event of pregnancy, the Employer reserves the right to demand proof of the employee's ability to carry on normal duties,

without jeopardizing their health, the health of their unborn child, residence or staff. Upon written request from the employee, all periods of maternity leave may be extended by mutual consent.

- (b) Additional leave of absence without pay for pregnancy may be granted to employees who are unable to return to work immediately. While on such leave of absence an employee shall retain full employment status, and suffer no loss of seniority during the unpaid leave of absence.
- (c) An employee who returns to work after being on leave of absence in accordance with Article 13.02 will have the right to return to a position equivalent to the former position assigned to that employee provided that two (2) week prior notice is given to the Employer confirming the employee's intent of returning on the prearranged day. The employee may return at an earlier or later date if mutually agreeable.

13.03 Parental Leave

An employee who becomes a parent of one or more children through the birth of the child or children is entitled to a leave of absence without pay of up to seventy-eight (78) weeks upon giving the Employer at least four (4) weeks' notice of the date that the employee will begin the leave and the date that the Employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer provided the total period of the unpaid leave(s) of absence for pregnancy and parental leave, in the case of the birth of the employee's child, does not exceed seventy-eight (78) weeks. In the case of an adoption, the period of the parental leave shall not exceed seventy-eight (78) weeks.

13.04 Paternity Leave

An employee not taking pregnancy or parental leave will be granted a two (2) days paid paternity leave for the birth of a child or for the purpose of attending at the reception of a child or for the purpose of adoption.

13.05 Court Leave

An employee who is required for jury duty, or is required by subpoena or summons to attend as a witness in any proceeding held in, or under the authority of a court, or under the authority of a person or persons authorized by law to make an inquiry and compel the attendance of witnesses before it, shall be paid the difference between that which the court pays and the regular pay based on their scheduled tour of duty.

13.06 Union Education Leave

- (a) The Employer agrees to pay into a special fund, the sum of one thousand and one hundred dollars (\$1,100.00) per year for the purpose of providing Paid Education Leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union Unifor, effective from the date of ratification, and sent by the Employer to the following address: 115 Gordon Baker Rd, Toronto, ON M2H 0A8.
- (b) The Company further agree that members of the bargaining unit, selected by the Union to attend such courses will be granted a leave of absence with or without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) months period from the first day of the leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

13.07 Statutory Leaves of Absence

Employees will be entitled to unpaid leave in accordance with the Compassionate Care Leave, Reservist Leave, Emergency Leave, Leave for Citizenship Ceremony, Critically Ill Child Care Leave, Critically Ill Adult Care Leave, Crime-related Child Death or Disappearance Leave and Leave for Victims of Domestic Violence Leave provisions in the *Nova Scotia Labour Standards Code R.S.N.S. 1989, c. 246*, as amended from time to time. (available from the Company on request).

13.08 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 said 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.

13.09 An employee on an indeterminate leave of absence longer than thirty (30) calendar days shall provide the Employer with at least two (2) weeks written notice of the employee's return to work date.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01 Bereavement Leave at Work

If a death occurs in the immediate family of an employee, the employee shall be granted bereavement leave with pay for the scheduled tour of duty for that day.

14.02 Bereavement Leave for Immediate Family

If a death occurs in the immediate family of an employee, said employee shall be granted five (5) days leave of absence commencing the next calendar day following the death and shall be paid for tours of duty the employee would be normally scheduled to work during the five (5) days' leave.

14.03 Eligibility for Bereavement Leave

- (a) An employee who would be on leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (b) An employee on sick leave with pay shall not be eligible for bereavement leave with pay.
- (c) 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.

14.04 Immediate Family

For the purpose of ascertaining bereavement leave with pay, the members of an employee's family shall not include any person other than father, mother, sister, brother, spouse, common-law-spouse, son and daughter, father-in-law, mother-in-law, foster parent, grand parents, son-in-law, daughter-in-law, grandchildren, and legal guardian if they were directly involved in the raising of the employee.

14.05 Bereavement Leave for Aunt, Uncle, Niece or Nephew

An employee will be granted one (1) day off without loss of pay to attend the funeral of an aunt, uncle, niece or nephew.

14.06 Bereavement Leave for In-Laws

If a death occurs to the spouse of an employee's brother or sister or the brother or sister of an employee's spouse, the employee shall be granted the day of the funeral off to attend the funeral as well as the two (2) days immediately preceding the day of the funeral. The employee shall be paid for tours of duty the employee would be normally scheduled to work during the bereavement leave days.

14.07 "In-Law" Relationships

The "in-law" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the death.

14.08 Out of Province Bereavement Leave

In the case where a death of a family member defined in Article 14.04 or 14.05 occurs outside the Province of Nova Scotia and the Employee attends the bereavement service, one (1) additional day of paid leave will be granted.

14.09 Deferral of Leave

An Employee shall have the option of deferring up to three (3) days of bereavement leave to attend bereavement services.

ARTICLE 15 - VACANCIES AND PROMOTIONS

15.01 Promotions

Where skills, ability and qualifications are deemed relatively equal, lay-offs, recalls or promotion to a higher bargaining unit classification shall be determined on the basis of seniority.

15.02 Filling Vacancies

Where the Employer determines that:

- (a) A regular employee vacancy exists;
- (b) A new position is created; or
- (c) A temporary vacancy exists for a period designated to be in excess of thirty (30) calendar days or more;

and the Employer determines that the position is to be filled, a notice shall be posted on a designated board situated in a convenient place for a period of seven (7) calendar days.

When job positions are posted, postings will identify hours/shifts of work to be filled for LPN, CCA or PCW classifications. Hours/shifts of work are subject to change at any time as a result of operational requirements.

15.03 Notice of Vacancies

The Employer shall provide a copy of the posting to the union. The notice shall include a brief description of the nature of the position, classification title and an overview of the skills, abilities and qualifications required. Directions as to applying for the position or obtaining additional information about the position shall be included.

15.04 Determining Successful Candidate

In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in the ability, skills and qualifications to perform the required duties of the position. All applicants who are covered by this Agreement shall be considered.

15.05 Filling Temporary Vacancies

Any such vacancy may be filled during the posting and selection process until the appointment is made permanently. The successful candidate will begin in the new position as soon as is operationally possible, and normally not later than two weeks following the date of the appointment.

15.06 Commitment to Temporary Vacancies

- (a) Any regular full-time or regular part-time employee filling such a temporary position must complete at least ninety (90) days of the time posted before being eligible to apply for any other, excepting regular full-time or regular part-time posted vacancies or if the Employer and the Union agree to waive this commitment.
- (b) Any relief employee filling a temporary position must complete such assignment before being eligible to apply for another except in the case of a regular full-time or regular part-time position vacancy or if the Employer and the Union agree to waive this commitment.

15.07 Consideration of All Applicants

All applicants who are covered by the Union Agreement shall be considered and may be interviewed.

15.08 Posting Successful Candidate

The name of the successful candidate shall be posted on the Union bulletin Board.

15.09 Expressions of Interest

Any employee who wishes to be considered for a transfer within their classification may submit an expression of interest for consideration by their supervisor.

ARTICLE 16 - SENIORITY

16.01 Seniority

Seniority shall commence with employment and shall apply after completion of the probationary period. An employee shall lose both seniority and employment in the event of:

- (a) discharge for just cause; or
- (b) resignation from employment; or
- (c) failure to return to work within one (1) week following recall by registered mail; or
- (d) layoff for a period longer than one (1) year.

16.02 Posting Seniority List

The Employer agrees to post a seniority list within thirty (30) days of the end of the fiscal year (March 31st). Misunderstanding regarding the seniority list must be reported to the Department Head within thirty (30) days of the posting of the list.

ARTICLE 17 - BENEFITS

17.01 Pension Plan

Employees are required to participate in the Nova Scotia Health Employees' Pension Plan. The Employer and the employees shall make all contributions required by NSHEPP, as amended from time to time.

17.02 Benefit Plans

The parties agree to maintain a health care plan, a long term disability plan and a life insurance plan. Eligibility for benefits for any employee are subject to the requirements of the plan. The benefits of such plans shall not be reduced during the term of the Agreement except by the agreement of the Employer and the

Union. The cost of the long term disability and life insurance plans will be shared equally by the Employer and the employees. The cost of the health care plan shall be shared on a 65% Employer paid and 35% employee paid basis. Participation for all plans will be compulsory except for persons who are exempt by the terms of the policies.

ARTICLE 18 - MISCELLANEOUS

18.01 Clothing / Footwear Allowance

The Employer shall provide each employee with one hundred dollars (\$100.00) per year as a clothing/uniform/footwear allowance. Employees shall be required to launder and otherwise maintain the clothing / uniform / footwear. The Employer agrees to provide cooks with uniforms and replacements.

18.02 Gender References

Unless any provision of this Agreement otherwise specifies or the context of any provision of the Agreement otherwise dictates, person pronouns importing the plural shall include individuals of any gender.

18.03 New Classifications

Should a new classification be created within the bargaining unit as described in Appendix "A", during the term of this Agreement, the Employer and the Union shall decide the rate of pay with working conditions subject to this Agreement. Nothing herein prevents the Employer from filling such position and having employees working in such positions during such negotiations.

18.04 Agreements with Employees

No Employee shall be required or permitted to make any verbal or written agreement, which may conflict with the terms of this Agreement. This will not prevent an arrangement which is acceptable to both the Employer and the Union.

18.05 Contracting Out

No Employees shall be laid off or have regular hours reduced as a result of the Employer contracting out work, except during emergency situations, during the life of this Agreement.

18.06 Personnel File

No entry, of a detrimental nature, which may be used in a subsequent disciplinary hearing will be maintained on an employee's file without their prior knowledge.

The Employer shall indicate clearly at the top of any documentation that it considers to be disciplinary in nature which is added to the employee's file that it is disciplinary. An employee who has been subject to disciplinary action other than suspension may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the employee is aware.

In cases of suspension, an employee may, after thirty-six (36) months of continuous service from the date the suspension was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the thirty-six (36) month period, of which the employee is aware.

The Employer shall confirm in writing that such action has been affected.

Any employee shall have the right to review their Personnel File (with the exception of personal references) upon providing the Employer with reasonable notice of such intent.

18.07 Orientation Period

The Employer will provide an orientation period with pay for newly hired Employees or Employees who change classification. Such orientation program shall be defined by the Employer and shall cover essential information, procedures, and routines to the satisfaction of the department head.

18.08 Posting of Information

All information received by the Employer regarding workshops, seminars and training, etc., will be posted for the information of employees in all departments. When requiring employees to attend such events, the Employer will act fairly and give due regard to the seniority of interested employees. Those required to attend shall not suffer any loss in wages or other benefits as a result thereof.

18.09 Temperature in Work Area

Employees working in an area where the temperature exceeds 95 degrees Fahrenheit or 35 degrees Celsius, shall be granted one (1) ten (10) minute break for each hour that the temperature continuously exceeds 95 F or 35 C.

18.10 Parking

The Employer will provide designated parking area for employees and agrees to keep the area cleared in winter when conditions permit. All employees will be entitled to free access to the parking lot owned by the R.K. MacDonald Nursing Home.

18.11 Strike and Lockout during Agreement

It is agreed that there shall be no slowdown, curtailment of work, strike or lock-out during the term of this Agreement.

18.12 OH&S Committee

The Occupational Health and Safety Committee shall be established pursuant to the provisions of the Nova Scotia Occupational Health and Safety Act. The Committee shall be composed of at least as many Employee representatives (as selected by the Union(s), where applicable) as Employer representatives. Such committee shall be authorized and directed to carry out the functions and duties of the Joint Occupational Health and Safety Committee required by said Act and shall be entitled to all rights and privileges accorded to the committee and to the individual members thereof by said Act.

18.13 Health and Safety

The abuse of staff including threatening and violent behaviour is not acceptable. An employee has the right to refuse unsafe work pursuant to the OH&S Act and shall not be subject to discipline to the extent that the OH&S Act stipulates.

The Employer shall make reasonable provisions in respect of the safety and health of employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect employees from injury or health hazards shall be provided by the Employer and employees shall be required to use them. The Union and the Employer shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of safety and health of employees through the Joint Occupational Health and Safety Committee.

18.14 Notice of Resignation

Four (4) weeks written notice of resignation shall be given regarding resignation of employment by the Employee, unless mutually satisfactory arrangements are made otherwise.

18.15 Layoff Notice

It is agreed that in case of a lay-off in regular staff, the Employer will give the initial employees affected at least thirty (30) days' notice of such a reduction.

ARTICLE 19 - DURATION OF AGREEMENT

19.01 Term of the Agreement

This Agreement is to remain in full force and effect until the 31st day of October 31, 2023.

19.02 Renewal of the Agreement

This Agreement will be automatically renewed from year to year unless one party gives to the other party at least sixty (60) days prior to the expiration date, notice of its intention to terminate or seek amendments to this Agreement.

19.03 Retroactivity

Retroactivity shall only apply to provisions of salary adjustment in Appendix "A", annexed hereto, and shift and weekend premiums, as outlined in Articles 8.08 and 8.09. All other provisions of the Collective Agreement are effective the date of ratification.

Former employees who have resigned or retired shall have thirty (30) days after the signing of this Agreement to apply, in writing, for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

19.04 Signatures

The parties have executed this agreement this 6th day of the month of December in the year of 2022, in the town of Antigonish, in the Province of Nova Scotia.

FOR THE UNION:

Shauna Wulcox _____

Jennifer Bent _____

Andrea Cook _____

Madeline Kobrega _____

FOR THE EMPLOYER:

T. MacCarty _____

Jacqueline Delaney _____

Appendix "A"

Wage Scales

NOTE: All hourly rates are based on 2080 hours

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
General Worker	Probationary Rate	\$16.4146	\$34,142	\$16.6606	\$34,654	\$16.9106	\$35,174	\$17.8481	\$37,124	\$18.3835	\$38,238	\$18.4754	\$38,429
General Worker - Heavy													
Janitor	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Heavy Duty Worker (Laundry)	Probationary Rate	\$16.7512	\$34,847	\$17.0049	\$35,370	\$17.2599	\$35,901	\$18.1974	\$37,851	\$18.7433	\$38,986	\$18.8371	\$39,181
Washperson	Regular Rate	\$17.0382	\$35,439	\$17.2938	\$35,971	\$17.5532	\$36,511	\$18.4907	\$38,461	\$19.0454	\$39,614	\$19.1406	\$39,812

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker (With Certificate)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker (Without Certification)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Ward Clerk	Probationary Rate	\$18.8409	\$39,189	\$19.1235	\$39,777	\$19.4103	\$40,373	\$19.9926	\$41,585	\$20.0926	\$41,793
	Regular Rate	\$19.1612	\$39,855	\$19.4486	\$40,453	\$19.7403	\$41,060	\$20.3325	\$42,292	\$20.4342	\$42,503
Staff Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0707	\$43,827	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739
Senior Cook	Probationary Rate	\$21.3251	\$44,356	\$21.6449	\$45,021	\$21.9696	\$45,697	\$22.6287	\$47,068	\$22.7419	\$47,303
	Regular Rate	\$21.6876	\$45,110	\$22.0129	\$45,787	\$22.3431	\$46,474	\$23.0134	\$47,868	\$23.1285	\$48,107
Journeyman Cook	Probationary Rate	\$22.6417	\$47,094	\$22.9811	\$47,801	\$23.3259	\$48,518	\$24.0256	\$49,973	\$24.1458	\$50,223
	Regular Rate	\$23.0267	\$47,895	\$23.3719	\$48,614	\$23.7225	\$49,343	\$24.4342	\$50,823	\$24.5564	\$51,077

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Maintenance	Probationary Rate	\$21.3030	\$44,310	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254
	Regular Rate	\$21.6652	\$45,063	\$21.9901	\$45,739	\$22.3199	\$46,425	\$22.9895	\$47,818	\$23.1044	\$48,057
Physio Aides	Probationary Rate	\$19.8386	\$41,264	\$20.1360	\$41,883	\$20.4380	\$42,511	\$21.0512	\$43,786	\$21.1564	\$44,005
	Regular Rate	\$20.1754	\$41,965	\$20.4779	\$42,594	\$20.7851	\$43,233	\$21.4086	\$44,530	\$21.5157	\$44,753
	After 1 year	\$20.7621	\$43,185	\$21.0734	\$43,833	\$21.3895	\$44,490	\$22.0312	\$45,825	\$22.1413	\$46,054
	After 2 years	\$21.3891	\$44,489	\$21.7100	\$45,157	\$22.0356	\$45,834	\$22.6967	\$47,209	\$22.8102	\$47,445
	After 3 years	\$22.1229	\$46,016	\$22.4547	\$46,706	\$22.7916	\$47,406	\$23.4753	\$48,829	\$23.5927	\$49,073
	After 4 years	\$22.8039	\$47,432	\$23.1460	\$48,144	\$23.4932	\$48,866	\$24.1980	\$50,332	\$24.3190	\$50,583
Licensed Practical Nurse (LPN)	Start	\$26.5566	\$55,238	\$26.9550	\$56,066	\$27.3593	\$56,907	\$28.1801	\$58,615	\$28.3210	\$58,908
	Year 1	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8256	\$59,957	\$28.9697	\$60,257
	Year 2	\$27.7520	\$57,724	\$28.1683	\$58,590	\$28.5908	\$59,469	\$29.4485	\$61,253	\$29.5958	\$61,559
	Year 3	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3833	\$61,117	\$30.2648	\$62,951	\$30.4161	\$63,265
	Year 25*	\$29.5195	\$61,400	\$29.9623	\$62,321	\$30.4117	\$63,256	\$31.3240	\$65,154	\$31.4807	\$65,480

* indicated in accordance with MOA 25 Year Service Salary Increment

* The Employer will provide \$1.50 per hour for each hour a Maintenance Employee is required to carry a pager and be available for call outside of regular working hours. Such pay shall either be provided, at the Employee's discretion, as pay or as time off. In the event it is as time off, such time off shall be scheduled at a time mutually agreed between the Employer and the Employee.

NOTE:

General Economic Increases

In the event there is a general economic increase(s) negotiated in the publicly funded Long Term Care (LTC) sector, for another publicly funded LTC Employer which has a contract term November 1, 2020-October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) may be applied to this agreement.

Unifor Local 2107 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

Classification Adjustments

Where through collective bargaining, a classification adjustment is negotiated into the collective agreement with a term of November 1, 2020-October 31, 2023, of a publicly funded LTC Employer that increases the compensation of a publicly funded classification within LTC, the classification may be adjusted to the higher of the two rates.

Unifor Local 2107 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.

Appendix "B"

Complaint Procedure

Filing a Complaint:

Where an Employee feels they have been subject to harassment pursuant to Article 7:01, the Employee should take the following actions:

- Address the person who the Employee feels is doing the harassing and specifically indicate what the unwanted behaviour is and that the behaviour is unwelcome;
- Request a stop to the unwanted behaviour;
- Document the events, complete with times, dates, locations, witnesses and any relevant details;

Report the incident to the Department Director.

However, it is understood that there may be situations where the Employee is reluctant to confront their alleged harasser for fear of reprisals, lack of support from the work group, or disbelief from the Department Director or others. In such case, the Employee must report the incident directly to a Union representative or an alternate Member of Management.

Investigation:

Upon receipt of a complaint of harassment, a member of Management or Union representative will immediately inform the designated Employer representative to deal with harassment complaints. The Employer representative will interview the Employee and advise the Employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of the complaint will be forwarded to the Local Union President (or designate) and the Administrator (or designate).

A formal investigation of the complaint will then begin by the Administrator (or designate), interviewing the alleged harasser, witnesses and other persons named in the complaint or determined to be of potential relevance. Any relevant documents may also be reviewed. Should the complaint involve sexual harassment / discrimination, the process will include a person of the same sex as the complainant.

Resolution:

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

Appendix "C"

LPN Practice Premium

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2020 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify s/he must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1st, 2020 and by May 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they work or may choose to take voluntarily regardless of the location or service they work. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the LPN.

These points can only be claimed in the year the certification is awarded.

B. COURSE IN A SPECIALTY Requiring an evaluation component (20 POINTS)

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

C. COURSE IN A SPECIALTY Not requiring an evaluation component (15 OR 10 POINTS)

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion/attendance for taking such a course, the LPN is not considered "certified." Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/PERSONAL DEVELOPMENT (15 OR 10 POINTS)

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related but the skills/theory are applicable to the nursing practice environment in which the LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an "in-service" either scheduled or ad hoc in nature.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

F. E-LEARNING (5 POINTS)

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The LPN must provide proof of having participated and completed the modules.

The e-learning must be a minimum of one (1) hour in duration (estimated time of completion); however, the LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

Memorandum of Agreement

BETWEEN:

R.K. MacDonald Nursing Home Corporation

AND:

Unifor Local Union 2107

Re: Scheduling

The Employer agrees to undertake a review of the existing schedules to determine if it can create additional full-time and/ or part-time positions.

The Employer will also undertake a review of part-time positions to determine if it can designate specific hours to these part-time positions i.e. .5, .75 fte.

No current part-time will be required to work more hours than they are currently working unless mutually agreed. However, a part time employee who chooses not to apply for a part-time position that has been designated as a result of the above review process, may be scheduled to work fewer hours, where operationally necessary.

Signed this 6th day of December, 2022.

For the Union:

For the Employer:

Shauna Wilcox _____

Jacqueline Deloys _____

Jennifer Bernat _____

Tom O'Leary _____

Sandra Lake _____

Madelene Kobrega _____

Memorandum of Agreement

Re: Abuse and/or Threatening Behaviour

The parties agree and recognize that excellence in resident care is the primary goal of the facility. The parties further agree that staff should be treated with dignity and respect by residents, family and visitors to the facility and other staff. The parties agree that it is inappropriate and unacceptable for any staff member to be subject to abusive or threatening behaviour. In the event that a staff member feels that they are being treated in an inappropriate manner by a resident, family member or visitor to the facility or another staff the Employer agrees to meet with the staff member and, if the staff member desires, a Union representative to discuss any concerns or complaints that the staff member may have and work towards a satisfactory resolve.

Signed this 6th day of December, 2022.

For the Union:

For the Employer:

Shauna Wilcox

T. Markey

Jennifer Benoit

Josephine Delaney

Sandra Locke

Madelaine Kobuszka

Memorandum of Agreement

Re: Retention Incentive

Effective date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increase of 3.5% greater than the highest rate in effect for their classification.

Signed this 6th day of December, 2022.

For the Union:

Shauna Wilcox

Jennifer Bernd

Sandra Smith

Madelin Kobeg

For the Employer:

Therese

Jaqueline Delouy

Memorandum of Agreement

Re: LTD

The Employer agrees that before sending a letter to an employee on LTD notifying the employee of the potential termination of their employment, the Employer shall inform the Union.

Signed this 6th day of December, 2022.

For the Union:

Shauna Wilcox

Jennifer Bennett

Sandra Lake

Madeline Kobrega

For the Employer:

Tracy

Jacqueline Delaney

Memorandum of Agreement

Re: Job Sharing

JOB SHARING DEFINITION: WHERE TWO EMPLOYEES SHARE A REGULAR ROTATION OF ONE FULL TIME POSITION.

- (1) Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected.
- (2) Except for the cost of benefits provided for under the Collective Agreement, there shall be no added cost to the Employer resulting from any job sharing arrangement.
- (3) With the cessation of a job sharing arrangement, the shared position will revert back to being a full time position. If management decides to end a job sharing position, 30 days' notice is normally required, except in extra-ordinary circumstances.
- (4) **POSTING:** When an employee applies to job share and if management agrees, the available part of the position must be posted as a temporary job sharing agreement position, it must clearly indicate that is covered under this job sharing agreement. The job sharing employees and/or management shall have 495 hours in which to cancel this job sharing position, at which time both would return to their former positions.
- (5) **HOURS OF WORK:** Scheduling will represent the division of a regular full-time employee rotation. Shifts will be distributed as equitably as possible between two employees, based on the division of the full-time schedule. Employees may arrange the shifts between themselves, if desired, final schedule must be approved by Supervisor/Manager.
- (6) **EXTRA SHIFTS:** Employees who voluntarily reduce their hours of work to enter into a job sharing position have agreed to reduce their regular hours. Therefore, they are not eligible to pickup extra shifts until the shifts have been offered to the available permanent part time, temporary part time and casual employees.
- (7) Should a job sharing partner wish to discontinue the agreement, 30 days' notice is normally required, except in the case of exceptional circumstances. The Employer shall replace the job sharing partner in accordance with Section #4 above.

Where no replacement job sharing partner is found the following applies:

- (A) Where the employee who has decided to leave the job sharing agreement was the original regular full-time incumbent in the position, then the position is posted as a regular full-time position.
- (B) Where the employee who has decided to leave the job sharing agreement was the employee who applied to share the position with the original regular full-time employee, then the original incumbent is returned to regular full-time status.
- (8) Any reduction in hours of the original full-time position being shared will result in the termination of a job share position.
- (9) The position will be clearly identified as a temporary job sharing arrangement. Any new employees hired to fill a vacancy created by two employees entering into the temporary job share arrangement shall be hired as a temporary employee.
- (10) **TERMINATION OF JOB SHARING AGREEMENT:** The Memorandum shall be in place for a 1 year trial, with a formal evaluation 9 months into the Agreement. This Memorandum may be canceled at any time, provided 30 day notice at the request of management or union. If canceled, the employees shall return to their former positions.

Signed this 6th day of December, 2022.

For the Union:

For the Employer:

Shauna Wilcox _____

Mary _____

Jennifer Bennett _____

Jacqueline Delaney _____

Sandra Foster _____

Madelene Kobres _____

Memorandum of Understanding

Re: Use Agency Staff

Within thirty (30) days of ratification, the parties will strike a committee compose of three (3) management representatives and three (3) union representatives to discuss the use of agency staff and its implication to available hours of work for permanent employees of the R.K. MacDonald. The members of the committee will develop terms of reference for the committee's work. The committee will determine the frequency of meetings but will meet at least quarterly for as long as the parties believe the issue continues to exist.

Signed this 6th day of December, 2022.

For the Union:

For the Employer:

Shaunakul Deora

Tha Inty

Jennifer Brand

Jaqueline Delaney

Sandra Poche

Madelina Kobres

