

# **Collective Agreement**

**between**

**The MIRA NURSING HOME**

**and**

**UNIFOR Local 2107**

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## **ARTICLE 1 - PREAMBLE**

- 1.01 Recognizing common dependence of the Employer and its employees, upon the welfare of the Employer as a whole, and recognizing that a relationship of goodwill and mutual respect between the Employer and employee can contribute greatly to the maintenance and increase of that welfare, the parties to this contract have joined together in the following Agreement.

## **ARTICLE 2 - PURPOSE**

- 2.01 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 Employers 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 co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 The term "employee" used in this Agreement shall be restricted to employees of the Employer in the categories of general workers in laundry and linen, housekeeping, maintenance, activity aides, dietary, nurse's aides, personal care workers, cooks, journeyman cooks, and Licensed Practical Nurses as set forth in Labour Relations Board Certification Number 2777 and shall exclude those classifications enumerated in the letter from the Labour Relations Board dated the 10th day of August, 1981.
- 3.02\* Full time employees shall mean persons who have served the probationary period, are scheduled to work on a full-time basis and who are normally employed in full time positions.
- 3.03\* Part time employees shall mean persons who have served the probationary period and who are normally employed in part time positions and who are scheduled to work less than seventy-five (75) hours. Part time employees shall receive the wage rates, conditions of employment and benefits specified in this Agreement on a pro rata basis except as otherwise agreed to by the parties.
- 3.04\* Part time employees shall not have the right to claim seniority privileges during the first six hundred (600) hours of paid employment; however, such employees will be entitled to all benefits on a pro rata basis.
- 3.05 A probationary employee is one who has worked less than six hundred (600) hours of paid employment in the bargaining unit covered by this Agreement. The probationary period may be extended by mutual agreement when there is concern in the employee's performance of duties.

- 3.06 A probationary employee shall not have the right to claim seniority privileges during their probationary period. They shall nevertheless 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 six hundred (600) hours of paid employment a rate of pay not less than the minimum rate in Appendix A of this Agreement.
- 3.07 (a) A probationary employee may be dismissed at any time if, in the sole opinion of the Employer, they are unsuitable for the job to which they have been assigned. The Employer agrees to meet with the officer of the Union at the Union's request at least five (5) days prior to the intended date of discharge of the probationary employee to review the performance record. Less notice may be required where circumstances warrant immediate dismissal at which time the Union will be notified of the situation (e.g., abuse, stealing, etc.).
- (b) Performance appraisals will occur at various intervals during the probationary period but will not generally exceed two hundred forty-eight (248) hours before the first one and between subsequent ones.
- 3.08 A casual employee is an employee who is not guaranteed minimum hours, who is called in on a day-to-day basis and may be posted when there is no available full time or part time employees. Casual employees are entitled to the rights and benefits of this Collective Agreement as specified in Appendix B. Casual employees will not be employed for the purpose of eliminating the need for additional regular positions.
- 3.09 Throughout this Agreement, the masculine includes the feminine, and the plural includes the singular, and vice versa, as the context requires.
- 3.10 "Working Day" means days exclusive of Saturday or Sunday or holidays for administrative/clerical purposes only; operational/scheduled days are any and all 365 calendar days. (366 in a leap year)
- 3.11\* A temporary employee is an employee hired on a temporary basis to a maximum of twelve (12) months unless otherwise mutually agreed by the Employer and the Union, in either a full time or a part time position to provide relief for purposes such as but not limited to maternity, adoption, or parental leave, illness or other absence. Temporary employees will only access permanent positions through the posting process as per Article 12. This employee will receive all the benefits of the Collective Agreement for which eligibility is met.
- 3.12 The "Employer" is the Mira Nursing Home, 426 Young Street, Truro, Nova Scotia.
- 3.13 The "Union" is Unifor (Union for Canada), Local 2107.
- 3.14 "Seniority" see 12.03(a).

- 3.15 Spouse means a legal marriage partner or live-in partner who has been identified in writing by the employee to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, but subject to the eligibility provisions of the respective Benefit Plans.

#### **ARTICLE 4 - MANAGEMENT**

- 4.01 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 its residents through greater efficiency consistent with fair labour standards;
  - (b) The exclusive function to select, hire, direct, transfer, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge for proper cause or otherwise discipline any employee;
  - (c) Maintaining discipline and efficiency of the employees; and
  - (d) To make, revise and maintain reasonable rules and regulations to be observed by employees.
  - (e) All matters concerning the operation of the Employer's business not specifically dealt with in this Contract shall be reserved to be the Management's responsibility.
  - (f) The exercise of the foregoing rights shall not supersede the other specific provisions of the Agreement, and this clause shall not prevent the processing of grievances under such other specific provisions.

#### **ARTICLE 5 - RECOGNITION**

- 5.01 The Employer recognizes the Union as the sole collective bargaining agent for employees as described in Appendix "A" (and in L.R.B. Order Number 2777 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 the terms of this Agreement. It is understood that registered and graduate nurses, foremen, those equivalent to foremen and above, and those excluded by Section 2(2) of the *Trade Union Act*, directors of departments, bookkeeper, secretary, receptionists and chef, are excluded from this contract.

- 5.02 Should a new classification be created by the Employer within the bargaining unit as described in Appendix "A" during the term of this Agreement, the Employer and Union shall negotiate the rate of pay with working conditions subject to this Agreement. Nothing herein prevents the Employer from filling such positions and having employees working in such positions during such negotiations.
- 5.03 No employee shall be asked or permitted to make any verbal or written agreement which may conflict with the terms of this Agreement.
- 5.04 A Union representative may attend any meeting for an employee at the employee's discretion, with the Employer for counseling or work performance that could result in a verbal or written reprimand. The Employer will notify such employee as to their right to Union representation.

#### **ARTICLE 6 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

- 6.01 All full time, part time and casual employees covered by this Agreement, who have completed their probationary period, must be members of Unifor (Union for Canada) Local 2107, and they must remain members of the Union in good standing, as a condition of continued employment.
- 6.02 The Employer shall deduct from every employee any dues in accordance with the Union Constitution and By-Laws.
- 6.03 Deductions shall be **collected and remitted bi-weekly** and shall be forwarded to the Secretary-Treasurer of Local 2107 of the Union not later than the 15th day of the month following, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made. The Union shall be notified of all appointments, hires, lay-offs, transfers, recalls and terminations of employment not later than the 15th day of each month.
- 6.04 The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deductions made from pay of any employee pursuant to this Article.
- 6.05 Dues receipts - The Employer shall include on the T-4 slips the amount of Union dues paid by each member in the previous year.
- 6.06 The Employer agrees to copy and provide to each member of the Union, on letter size paper a copy of this Agreement, and an online copy.
- 6.07 The Employer agrees to acquaint new employees with:
- (1) the conditions of employment, and
  - (2) that a Union exists and the fact that a Collective Agreement is in effect.

The Employer agrees to allow a Union representative thirty (30) minutes to acquaint new employees with the check off list, Union stewards, benefits and duties of Union membership. Copies of the Collective Agreement shall be supplied by the Union to the employee at the end of the probationary period.

- 6.08 The Employer is agreeable, within sixty (60) days of the signing of this Agreement, to provide to the Union, at its mailing address, the names, addresses, and home telephone numbers (of which the Employer has knowledge) of employees in the bargaining unit on a quarterly basis. The Employer shall provide the names, addresses, and home telephone numbers (of which the Employer has knowledge) of all new employees within thirty (30) days of the employee becoming a member of the bargaining unit. Any employee who has concerns about the disclosure of such information to the Union should contact their Union Representative.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 7.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee whom the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.
- 7.02 The Employer acknowledges the rights of the Union to appoint or otherwise select Stewards. The names, addresses and phone numbers of the Stewards shall be given to the Employer in writing.
- 7.03 The Stewards selected shall constitute the Grievance Committee along with the officers of the local Union.
- 7.04 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.
- 7.05 If an employee feels **they have** a grievance, **they** shall report the matter to management in the manner outlined in clause 7.06, but pending settlement, **they** shall perform **their** regular duties faithfully.
- 7.06 Should a dispute arise between the Employer and the employees or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner.

#### 7.07 INFORMAL PROCEDURE

- (1) An employee(s) who feels that **they have** been treated unjustly or considers **themselves** aggrieved by any action or lack of action by the Employer, shall first discuss the matter with **their** immediate supervisor in charge no later than five (5) days after the date on which **they** became aware of action or circumstance. The employee(s) may have a Steward present if so desired.
- (2) The supervisor shall answer the dispute within five (5) working days of the discussions.
- (3) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (4) In each of the following steps of the grievance procedure, the person designated by the Employer at the first, or second level of the grievance procedure shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

#### 7.08 FORMAL PROCEDURE

##### STEP 1

If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor, the employee(s) may within five (5) days of having received the supervisor's answer, present **their** grievance in writing to the supervisor/department head or delegate on the designated form indicating the Article(s) violated and the potential remedy or relief sought. If the employee(s) does not receive a satisfactory settlement within five (5) working days from the date on which **they** presented **their** grievance to the person designated as the first level in the grievance procedure, the employee(s) may proceed to Step 2.

##### STEP 2

Within five (5) working days from the expiration of the five (5) day period referred to in Step 1, the employee(s) may present **their** grievance in writing to the Administrator or delegate any proposed settlement of the grievance presented at Step 1 and any replies must accompany the grievance when it is presented to the Administrator. The Administrator shall reply in writing to the employee(s) within ten (10) working days from the date the grievance was presented to **them**.

#### 7.09 UNION REPRESENTATION

In any case where the employee(s) presents **their** grievance in person or in any case in which a hearing is held on a grievance at any level, the employee(s) shall be accompanied by a Steward.

#### 7.10 TIME LIMITS

In determining the time in which any step under the foregoing proceedings is to be taken, Saturday, Sundays, and recognized holidays shall be excluded.



**7.11 AMENDING OF TIME LIMITS**

At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein.

7.12 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps of this Article may be by-passed.

7.13 It is agreed that the Union Representative may act as a member of the Committee at the request of either party.

7.14 Any mutually agreed changes to this Collective Agreement shall be in writing and form part of this Collective Agreement, and are subject to the grievance and arbitration procedure.

**7.15 ARBITRATION**

Should the decision of the Administrator or designate not be acceptable, the Union shall notify the Administrator or designate in writing within twenty (20) working days of its desire to proceed to Arbitration. The matter may then be referred to a sole arbitrator appointed by mutual consent or to a three-person Board of Arbitration, one appointed by the Union, one appointed by the Employer, and the third member mutually agreed by the other two. The third member shall act as Chair. If the two appointed members cannot agree on a third member, **the third member** shall be appointed by the Minister of Labour for the Province of Nova Scotia. The decision of the sole arbitrator or decision of the majority of the Board of Arbitration shall be binding on both parties.

7.16 If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

7.17 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision as soon as possible from the time the Chairperson is appointed.

7.18 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The Board of Arbitration shall have the power to substitute in a discipline or discharge case such penalty as they feel is just in the circumstances.

7.19 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do as soon as possible.

7.20 Each party shall pay one-half (1/2) of the fees and expenses of the Chairperson.

- 7.21 The time limits fixed in the arbitration procedures may be extended by consent of the parties.
- 7.22 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses, and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, providing the Board of Arbitration advises the Administrator of the day they require to visit the premises.
- 7.23 The parties may, by mutual agreement, use a single arbitrator.
- 7.24 Unless otherwise agreed to between the parties, the arbitrator so appointed shall be requested to render a decision in writing within thirty (30) days following the hearing.

#### **ARTICLE 8 - WAGES**

- 8.01 The Employer agrees to pay and the Union agrees to accept the scale of wages as indicated in Appendix "A" of this Agreement.
- 8.02\* Temporary Assignment - Where a regular employee is assigned temporarily to perform work in a classification paying a lower rate than **their own**, **they** shall be paid **their** classification rate. If a regular employee is assigned to perform work in a higher classification, **they** shall receive the rate for the higher classification. A regular employee may, however, request a temporary assignment and may agree to accept, during the currency of such temporary assignment, **their** regular rate of pay.
- 8.03 When an employee is promoted permanently into a higher paid position, **they** will be paid the rate for the new position.
- 8.04 Employee shall receive equal pay for equal work, regardless of sex.
- 8.05 The Employer and employee are required to give at least two (2) weeks' notice to one another in writing, as the case may be, before termination of employment, unless such termination is for disciplinary action.
- 8.06 (a)\* Full time and part time PCW/CCAs or LPNs shall advance to the next increment on the wage scale after every one thousand nine hundred fifty (1,950) hours worked in the position. If an employee becomes an PCW/CCA or LPN, they shall be paid at the starting rate for a PCW/CCA or LPN and must work one thousand nine hundred fifty (1,950) hours as an PCW/CCA or LPN before they receive an increment.
- (b) On hiring, a PCW/CCA or LPN shall be given credit for previous experience provided that the hours are verifiable and the experience is satisfactory and acceptable to the Employer. Each step on hiring shall be the equivalent of one thousand nine hundred fifty (1,950) hours. Progression in the PCW/CCA or LPN wage scale is based on service as an PCW/CCA or LPN with the Employer.

8.07 If an employee has a shortfall in their pay of more than four (4) hours pay the Employer shall pay the shortfall to the employee within two (2) working days of being notified by the employee.

#### **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

9.01 (a) Each eight (8) hour shift shall include one (1) one-half (1/2) hour unpaid meal period. Meal periods shall not be interrupted unless necessary.

(b) Dietary staff are permitted to work ten (10) hour shifts including one (1) forty-five (45) minute unpaid meal period.

9.02 All employees covered by this Agreement shall be permitted a fifteen (15) minute paid break in the first half and in the second half of any shift, to be known as the "Break Period". A "shift" to be eligible for two (2) break periods must be eight (8.0) hours in duration. To be eligible for a "Break Period", an employee must be scheduled for and work a minimum of four (4) hours. Alternate arrangements can be made with mutual agreement.

9.03\* No employee will be required to work more than five (5) 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 (a)\* Schedules of hours of work shall be posted at least two (2) weeks in advance and will cover a minimum of four (4) weeks. It shall be permissible for two (2) employees to exchange shifts or days off when mutually agreeable and with consent of management. Such consent will not be unreasonably withheld.

(b)\* Full time employees will be provided with one week-end in three (1 per 3). Wherever and whenever possible the Employer will attempt to arrange every second (2<sup>nd</sup>) week-end off.

(c)\* Part time employees will be provided with one week-end in four (1 per 4). Wherever and whenever possible the Employer will attempt to arrange every third (3<sup>rd</sup>) week-end off.

(d) Any shift arrangement (schedule) at variance to those provided for in the Collective Agreement may be implemented by/with the mutual agreement of the parties. Such arrangements, once agreed, shall form part of the Collective Agreement.

(e)\* Schedules once posted shall only be changed by mutual agreement of the Employer and the affected employee.

(f)\* Employees scheduled for less than seventy-five (75) hours in one (1) bi-weekly pay period may, by mutual agreement with the Employer, work additional shifts or hours at regular rates of pay to a maximum as provided in Section 9.05.

- (g) In the absence of the RN on the Unit, the PD LPN assuming specific duties according to a list as produced by Management will be compensated in addition to their regular hourly rate with a premium of \$.70 per hour.
  - (h) Where the Employer specifically, and at its sole discretion, designates and directs an LPN to be in charge of the building for the full shift, the designated LPN shall receive five dollars & sixty cents (\$5.60) per eight (8) hour shift (pro-rated for a shift of more or less than eight (8) hours) in addition to their regular hourly rate.
- 9.05 (a) Overtime pay is payable for work performed in excess of seventy-five (75) hours in a fourteen (14) calendar day period or work in excess of seven and one-half (7.5) hours in any one day, with the understanding that a "day" for this purpose starts at 7:00 am.
- (b) Overtime pay is paid at one and one-half times (1.5x) the Employee's regular hourly rate.
  - (c) Overtime may be accumulated to seventy-five (75) hours. Employees who currently have more than seventy-five (75) hours of overtime banked shall be able to keep their current amount but not bank any more, and once their bank dips below seventy-five (75) hours they can bank to seventy-five (75) hours.
- 9.06\* Any part time employee agreeing to work extra shifts shall be paid in accordance with 9.05.
- 9.07 An employee required to return to duty (call back) shall receive four (4) hours' pay at the employee's straight time rate whether or not the employee continues to be employed for the four (4) hour period. If such call-back extends beyond the four (4) hour period, all time worked shall be paid for at the rate of time and one-half (1.5x).
- 9.08\* An employee may choose to receive time off at the rate of time and one-half (1.5x) at a mutually agreeable time. If there is no agreement then pay as per Article 9.05.
- 9.09 In arranging the work schedule for Christmas/New Year's period the Employer will make every reasonable effort to schedule employees to have either Christmas Day or New Year's Day off on a seniority basis in accordance with Article 10.10.
- 9.10 (a) Replacements to the shift schedule will be made by offering the hours, as casual employment hours, to employees, on the basis of seniority, who have indicated their willingness to work extra hours, provided it will not cause them to exceed seventy-five (75) hours bi-weekly or cause the necessity for overtime pay. All benefits will apply on a pro rata basis.
- (b) Vacation relief will be offered on a basis of seniority to employees who have indicated in advance their willingness to accept the work.
- 9.11 (a) All overtime must be authorized by the Administrator or delegate of the Employer.

- (b) Overtime shall be offered on the basis of seniority within the same department. The senior employee, however, may decline such overtime. It is also understood that if no employee is willing to work, the junior employee on duty will be required to work overtime to a maximum of four (4) hours or until a suitable replacement arrives. Employees in other departments who are qualified, and who are available, may be considered to work the shift as an alternative.
- 9.12 The hourly rate of pay for monthly-rated employees shall be computed by dividing the annual rate by one thousand, nine hundred fifty (1950).
- 9.13 When employees report for work and an over staff situation results, employees not required will leave but will be paid a minimum of four (4) hours at straight time rates. The option to stay or go will be in order of seniority. Any employee required to stay will be offered full shift.
- 9.14\* When employees are called in on their day off, they shall be paid for all hours worked at the rate of time and one-half (1.5x) their regular hourly rate, however, employees may, at their option, take time off in lieu equivalent to time and one-half (1.5x) at a mutually agreeable time.
- 9.15 (a) An employee who is required to work nine (9) continuous hours will be compensated with a hot meal (if available) or, at the option of the employee, a meal allowance of three dollars (\$3.00).
- (b) (a) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the employees have given reasonable advance notice of the request, the Employer shall grant leaves of absence without loss of regular pay for Union business leave of up to four (4) days (in total for all such leaves of absences for the year) to the representatives of the Union when chosen to represent the Union at the annual and/or provincial meetings (reasonable notice of the request is a minimum of four (4) weeks' written notice);
- (b) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the employee has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for Union business leaves as follows:
- (1) serving in any official capacity with the Union may be granted leave in order to attend board or committee meetings.
- (c) Periods during which an employee is on leave of absence for Union business shall be deemed to be time worked and paid for the purpose of service, seniority, and accumulation of benefits.
- (d) At the request of the Union, the Employer will maintain pay at the regular rates and benefit coverage for those employees who have been granted Leaves of Absence without pay for Union business and the Employer will invoice the Union for the actual cost.

- (e) The Employer shall invoice the Union within sixty (60) days of the completion of the leave of absence referred to in sub-section (a) above, and
- (f) The Union shall pay the invoice referred to in sub-section (e) above within thirty (30) days of the invoice date.

**9.16 PUBLIC OFFICE LEAVE**

- (a) The Employer shall grant a leave of absence without pay upon request of any employee to run as a candidate in a federal, provincial, or municipal election. If an employee withdraws as a candidate or is an unsuccessful candidate, they are entitled to return to their former position without loss of benefits provided that the employee gives two (2) weeks' notice of their intent to return unless mutually agreed to a shorter notice period.
- (b) Any employee who is elected to a full-time office in the federal, provincial, or municipal level of government shall be granted a leave of absence without pay, for a term not exceeding five (5) years. Upon return, the employee will be placed in a position determined in accordance with the Employer at that time. The employee shall retain all benefits which accrued up to the time the employee commenced the leave of absence, and shall be placed on the same step of the salary scale in the new classification that was formerly occupied prior to commencing the leave of absence.

**9.17 The Employer shall schedule on the basis of such factors as employee status, seniority, and equitability.**

Once the schedule is posted, any shift(s) or hour(s) arising (through additional work or vacancies) shall be filled by the following process:

- (1) Part time employees, in order of seniority, up to seventy-five (75) hours;
- (2) Casual employees, up to seventy-five (75) hours;
- (3) Full time employees, in order of seniority, up to seventy-five (75) hours;

In all of the above cases, it is understood that the shift(s) or hour(s) are offered within that classification.

**ARTICLE 10 - PAID HOLIDAYS**

10.01\* The following statutory holidays shall be granted to all regular employees covered by this Agreement:

New Year's Day	<b>National Day for Truth and Reconciliation</b>
<b>Heritage Day</b>	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	3 Floating Holidays

In order for part time employees to receive a full holiday pay credit, they must accumulate one hundred thirty-nine point two eight (139.28) hours of work.

- 10.02\* (a) If an Employee works on a holiday, the Employer will compensate that Employee the "Holiday Pay" plus time & one-half (1½ x) for all hours worked on the actual holiday. For clarity, if an Employee starts a shift at 11:00 pm the night before a holiday and ends that shift at 7:00 am on the actual holiday, the Employee would be paid the regular rate from 11:00 pm until midnight and the holiday rate from 12:01 am until 7:00 am.
- (b) The employee may take time off in lieu through mutual agreement. Employees shall be entitled to accumulate lieu days under this Article to a maximum of ten (10). The employees may access a five (5) day block at one time.
- (c) Employees may request to be paid out for up to five (5) saved holidays on one pay. Request must be submitted prior to payroll cutoff.
- 10.03\* If any of the above-mentioned holidays fall on Sunday, the day proclaimed by the Government shall be treated as a holiday.
- 10.04\* If one of the holidays referred to above occurs during the employee's vacation period, an additional day's vacation will be allowed the employee.
- 10.05\* Subject to Article 10.07, an employee who is absent from work on a holiday after being posted to work will forfeit all pay for that day.
- 10.06\* If one of the above-mentioned holidays coincides with an employee's day off, such employee shall be paid the day's pay or be given a day off in lieu thereof, as set forth above.
- 10.07\* In order that an employee may qualify for holiday benefits, they must have worked their last scheduled shift prior to, and the next scheduled shift following the holiday, or have been on paid leave on both of those scheduled shifts (or any combination of compensation on both of those scheduled shifts). An employee absent on a holiday because of a *bona fide* illness 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 supervisors.
- 10.08\* The Employer will agree to a rotation system with regards to Christmas Day and New Year's Day. In cases of dispute, the employees may work out an exchange; however, the Employer must be notified and approve the exchange to ensure adequate staffing is maintained. Christmas and New Year's holidays shall alternate yearly regardless of a leave of absence, maternity leave, or other type of leave. To qualify for the rotation an employee must have at least one (1) years' service with the Employer.

10.09\* Notwithstanding any of the above, when a holiday falls within a period an employee is on authorized sick leave or any other authorized paid leave, a holiday is considered a holiday and no payment for any type of leave will be made for that day. There shall be no pyramiding of any rate or benefits in this Agreement.

## ARTICLE 11 - VACATIONS

11.01\* Employees with twelve (12) months' service or less shall receive for vacation one (1) day per month to a maximum of ten (10) working days with cut-off date of June 30<sup>th</sup>, and shall receive vacation pay at the rate of four percent (4%) of their gross annual earnings for the previous year.

11.02\* Employees with one (1) years' service but less than five (5) years as of June 30<sup>th</sup> shall receive two(2) weeks' vacation based on four percent (4%) of gross earnings to that date or two (2) weeks' pay, whichever is greater subject to 11.06.

11.03\* Employees with five (5) years' service but less than ten (10) years' service as of June 30<sup>th</sup> shall receive three (3) weeks' vacation based on six percent (6%) of gross earnings to that date or three (3) weeks' pay whichever is greater subject to 11.06.

11.04\* Employees with ten (10) years' service as of June 30<sup>th</sup> shall receive four (4) weeks' vacation based on eight percent (8%) of gross earnings to that date or four (4) weeks' pay whichever is greater subject to 11.06.

11.05 (a)\* Employees with twenty (20) years' service as of June 30<sup>th</sup> shall receive five (5) weeks' vacation based on ten percent (10%) of gross earnings to that date or five (5) weeks' pay whichever is greater subject to 11.06.

(b)\* Employees with twenty (25) years' service as of June 30<sup>th</sup> shall receive six (6) weeks' vacation based on twelve percent (12%) of gross earnings to that date or six (6) weeks' pay whichever is greater subject to 11.06.

11.06\* An employee must have been on his job no less than ninety percent (90%) of the paid work days in the year. Employees with less than ninety percent (90%) of the paid work days will receive their vacation on a pro rata basis. Paid vacation, Union business, paid compassionate leave, **Workers'** Compensation benefits, weekly indemnity benefits, and leave for further training in his job with the Employer, will be considered as days on the job.

11.07\* (a) Qualifying service for vacation entitlement shall be calculated as of June 30<sup>th</sup> in any one year. Employees shall receive full vacation if one (1) or more years of continuous service has been completed before that date. Employees with less than one year's continuous service shall receive vacation pro rata, based on the number of months worked prior to that date, or four percent (4%) of earnings. All vacation (paid) credits accrued to June 30<sup>th</sup> in any year must be used before June 30<sup>th</sup> in the next succeeding year.



**(b) Vacation cut off is June 30th and based on gross earnings, Employees would receive a one-time lump sum payment by the second pay in July for the excess monies they accrued over their hourly entitlement.**

- 11.08\* If a paid holiday falls or is observed during any employee's vacation period, the employee shall upon written request be allowed an additional vacation day with pay or save the holiday to be used at a mutually agreeable time.
- 11.09\* An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a proportionate payment of wages in lieu of such vacation prior to termination.
- 11.10\* Vacations shall be granted on the basis of seniority.
- 11.11\* Vacation assignments shall be posted by April 30th of each year. For prime time vacation the posted vacation assignment shall not be changed unless by mutual consent. Vacation requests outside prime time may only be changed provided a written request is given at least thirty (30) days prior to the proposed changed time, or the original requested time, whichever is earlier. Whenever possible, preference of the vacation times shall be given to those employees with the most seniority. Vacations will be scheduled in such a manner so as not to interfere with the efficient operation of the facility.
- 11.12\* No employee shall be required to work during their scheduled vacation.
- 11.13 (a)\* Vacation entitlement must be taken each year. Vacations earned in the current year from June 30th are to be taken in the following year by June 30th. Vacation cannot be taken in advance. Employees will be permitted to forfeit only unpaid vacations days if the required form is completed and signed by the employee, Employer and Union. (refer to LOU 4)
- (b)\* Employees off work for a period of at least three (3) months (or shorter if near the end of the vacation year April 1<sup>st</sup> - June 30<sup>th</sup>) by direction of a physician or on maternity, parental, adoption or any leave covered by *Employment Standards Act* may qualify for vacation payment owed upon written request.
- 11.14\* It is agreed that the employee will give fourteen (14) calendar days' notice in writing of resignation, or forfeit that vacation that exceeds the requirements of the *Labour Standards Code*, Section 30 - Vacation Pay.
- 11.15\* Vacation Options - Vacation principles and a list of options which can be used by full time and part time employees when requesting vacation are outlined in Schedule "A" attached to this collective agreement.

- 11.16\* During prime time vacation of July 1st to September 30th, employees may take one (1) or two (2) weeks' vacation (2 x 1 week or 2 weeks) unbroken based on seniority. Employees with remaining entitlements will be offered the opportunity to apply for additional vacation time, if available, on a first come first serve basis.

## **ARTICLE 12 - SENIORITY, JOB POSTINGS, PROMOTION, AND STAFF CHANGES**

- 12.01 Where ability, skill, competence to perform, and merit are equal, lay-offs, re-hiring or promotion to a higher position shall be determined on the basis of seniority.
- 12.02 When an employee returns to work after being on leave of absence, the employee will have the right to return to their former position and shift provided that the employee gives a two (2) week confirmation of intent of returning on the pre-arranged day. The employee may return at an earlier or later date, if mutually agreeable. Employees temporarily assigned to the temporary vacancy will return to their regular position on the return to work by the employee. The employee on leave of absence, etc. will keep the Employer informed of their whereabouts.
- 12.03 (a) Seniority shall commence on the first (1<sup>st</sup>) day of orientation and shall apply after completion of the probationary period and shall be forfeited if an employee leaves, is discharged for cause, fails to return to work, or indicates that they will not return to work within one (1) week following recall, or is laid off for twelve (12) months.
- (b) Should the successful applicant be chosen from the existing staff, they shall be placed on a trial period for six hundred (600) hours worked in her new position to determine suitability if the employee has not previously worked in that department. If the Employer determines that she is unsatisfactory in her position, prior to the expiry of the trial period, the employee shall be returned to her former position within the six hundred (600) hours worked. The employee may only request to leave a new position within the six hundred (600) hours worked if they have not requested to leave another position within the six hundred (600) hours worked of that position's trial period. If the employee has previously worked in that department within the last three (3) years there will be no trial period for the employee to determine suitability.
- 12.04\* The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Upon presentation of proof of error by an employee, or the Union, or the Employer, such error shall be corrected. Misunderstandings under this paragraph must be reported to the department head within thirty (30) days of the posting of the list. Where two (2) or more employees commenced work on the same date and hour, seniority shall be determined alphabetically, first surname and then first name.
- 12.05 (a) All employee vacancies shall be bulletined for ten (10) days on a designated board situated in a convenient place. Each posting shall be accompanied by either a brief description of the job or directions as to where job information can be found. Applications from present employees shall be given preference for the bulletined position in accordance with seniority where ability, skill and merit are equal. Nothing

shall prevent the Employer from temporarily filling the position during the ten (10) day bulletin period. If no satisfactory application is received within ten (10) days, the Employer's decision to fill the position shall not be the subject of a grievance.

- (b) All applicants who are covered by the Union Agreement shall be interviewed. The Employer shall provide a verbal explanation if requested to any senior applicant who has been denied promotion or transfer.
  - (c) Temporary vacancies. (See 12.11)
  - (d) Scheduling. (See Appendix C - Scheduling)
  - (e) The name of the successful applicant for a posted position shall be forwarded to the President of the Local or their designate within five (5) working days of the appointment.
- 12.06\* Seniority shall mean continuous employment with the Employer from the last date of hire which is the exact date and time at which the employee began work with the Employer.
- 12.07 During the probation period, the employee shall be entitled to all rights & benefits of this Agreement, except where prohibited.
- 12.08\* An employee shall be permitted to exchange a shift with another employee in the same classification subject to the following:
- (a)\* the employees exchanging shifts shall give written notification to their immediate supervisor at least twenty-four (24) hours prior to the exchange, excluding weekends and holidays, and must receive the consent of the supervisor. There shall be no increased cost to the Employer;
  - (b)\* the shifts exchanged shall be during the same pay period and must be in the same department.
- 12.09 An employee who refuses more than three (3) shifts in a month for any call-ins or overtime shall be placed at the bottom of the call-in or overtime list for two (2) months (sixty (60) days).
- 12.10\* LAYOFF  
A layoff shall be defined as a reduction in the work force.
- An employee shall only lose their seniority and employment in the event that:
- (a) the employee is discharged for just cause and is not reinstated;
  - (b) the employee resigns for any reason;

- (c) the employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) after recall the employee fails to notify the Employer within seven (7) calendar days;
- (e) the employee is laid off for more than twelve (12) months;
- (f) the employee retires for any reason;
- (g) the employee fails to return from an authorized leave of absence or takes other unauthorized employment while on an authorized leave of absence.

In the event of a layoff, employees shall be laid off in reverse order of seniority within each classification, subject to the qualifications of those remaining to perform the available work.

Employees on layoff shall be recalled in order of seniority, subject to having the qualifications for the work required to be done.

No employee outside the bargaining unit shall be employed as a full time or part time employee until all those employees off work as a result of a layoff have been given an opportunity for recall. An employee who is on layoff may indicate their availability to work relief shifts. Working relief shifts shall not affect an employee's recall rights nor shall it constitute a recall.

Ten (10) days' written notice of layoff shall be given except layoffs which result from labour disputes or emergencies beyond the control of the Employer at which time as much notice as possible will be given.

An employee will be recalled by telephone followed by registered mail. Employees are responsible for leaving their current address and telephone number with the Employer.

Employees are expected to be available for work within seven (7) calendar days of the recall to work.

- 12.11
- (a) In the event a temporary position is expected to exceed six (6) continuous weeks, the position shall be posted in accordance with Article 12.05.
  - (b) Temporary positions of six (6) weeks or less shall be offered to a willing employee in accordance with seniority. When possible, this assignment shall be scheduled giving the employees as much notice as reasonably possible. In circumstances where there is no willing employee available for the temporary position, a casual employee shall be assigned.
  - (c)\* Permanent employees shall have the right to apply for temporary positions which have been posted. If successful, the permanent employee shall have the right to revert back to their permanent position at the completion of the temporary position. While in the

temporary position, permanent employees shall retain **their** right of permanent status, benefits, pension, etc. Any other employee affected by this arrangement shall also be returned to their former positions, wage or salary rate without loss of seniority.

- (d) Once an employee accepts a temporary position the completion of the time period must be fulfilled prior to making application for another temporary job unless the other temporary position is for two (2) additional shifts bi-weekly for three (3) months (to include different shifts or different departments) or similar shifts for at least six (6) months.
- (e) In some instances there may well be an inappropriate fit. The employee could give notice that **they** would like to opt out. A notice of two (2) weeks is required. The remaining time of the vacancy will be the deciding factor whether **article (a) or (b)** applies. The employee will remain in the position until a suitable replacement is found.
- (f) However, some vacancies, because of extenuating circumstances may extend beyond the known time limit. In these situations, the extension may well determine if **article (a) or (b)** should prevail.
- (g) In any case, even when the duration of the vacancy was known, where the employee wishes to discontinue the vacancy, management and staff will try to find a replacement as quickly as feasible and try to honor the two (2) week notice. If a substitute can be found sooner than the two (2) weeks, then the replacement appointment can be made at the earliest opportunity. The original appointee must also ensure her/his utmost cooperation.

## **ARTICLE 13 - LEAVES OF ABSENCE**

### **13.01 BEREAVEMENT LEAVE**

- (a)\* In the event of a death in the immediate family an employee shall be granted special leave including the day of the death and four (4) consecutive working days thereafter. The immediate family is defined as father, mother, step-parent, step-child, sister, brother, spouse (not estranged), son, daughter, father-in-law and mother-in-law, son-in-law, daughter-in-law, grandchild.
- (b)\* Every employee shall be entitled to special leave with pay for one (1) working day in the event of the death of the employee's grandparents, brother-in-law, and sister-in-law.
- (c)\* In addition to the leave outlined above, a regular employee may be granted an additional one (1) day's leave without pay of the death of a relative occurs two hundred (200) miles or more from the regular employee's home and another one (1) additional day if the death of a relative occurs five hundred (500) miles or more from the employee's home.
- (d)\* During an employee's vacation, or any leave pertaining to the critical illness of a specific immediate family member and that family member expires, if there is a

bereavement for which an employee is entitled to paid bereavement leave under article 13.01 the employee shall, upon request and with proper notification to the Employer, be considered to be on bereavement leave. The period of vacation so displaced shall be rescheduled.

- (e)\* The "in-law" and "step-relative" relationships referred to in this Article will only be included in cases where it is a current relationship at the time of the death.

### 13.02 COURT LEAVE/JURY DUTY

- (a)\* The Employer shall grant a leave of absence with pay, without loss of seniority or benefits to an employee who serves as a juror or witness in any court action (except arbitrations under the Agreement) subject to the following conditions:
  - (1)\* except to an employee on leave of absence without pay, or under suspension,
  - (2)\* that the employee present a copy of the Notice of Jury Duty or Subpoena to the Administrator;
  - (3)\* all compensation received for such jury duty will be paid over to the Employer,
  - (4)\* that if the employee is not called to serve on the jury at a time during the term of the Supreme Court, they shall return to The Mira and resume their normal shift.
- (b)\* Leave of absence may be granted by the Employer when the employee is required to attend as a witness in a court or other proceeding, but the employee will arrange, and the Employer will co-operate, in obtaining suitable replacement at no extra cost to the Employer.
- (c)\* Time spent by the employee required to serve as a court witness on any matter arising out of their employment shall be considered as time worked. (Straight time rates only for this time).

### 13.03\* PREGNANCY, PARENTAL AND ADOPTION LEAVE

**Pregnancy and parental leave are available as provided in the Nova Scotia *Labour Standards Code*. For ease of reference, an outline of those provisions is set out here.**

#### **Pregnancy Leave**

- (a) **A pregnant employee is entitled to an unpaid leave of absence of up to sixteen (16) weeks of pregnancy leave and up to another unpaid sixty-one (61) weeks as parental leave to be taken immediately after the pregnancy leave;**
- (b) **An employee shall give the employer at least four (4) weeks' written notice for pregnancy leave;**

- (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery;
- (d) Pregnancy leave shall begin on the date the employee determines but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;
- (e) Pregnancy leave shall end on the date as the employee determines, but not later than sixteen (16) weeks after the pregnancy leave began. If the employee then takes parental leave, it shall begin and end in accordance with other provisions of this article.

#### **Pregnancy Leave - Employer Requirement**

The Employer may require an employee to commence a leave of absence without pay where a pregnant employee cannot reasonably perform the employee's position or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the employee's ability to work.

#### **Pregnancy Sick Leave**

Leave for illness of an employee arising out of or associated with an employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with this Article 13.03, may be granted sick leave in accordance with the provisions of Article 13.06.

#### **Parental Leave and Child Birth**

- (a) The parental leave of an employee who has taken pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:
  - (i) shall begin immediately upon completion of the pregnancy leave, without the employee's returning to work; and
  - (ii) shall end no later than sixty-one (61) weeks after the parental leave began as determined by the employee, subject to the employee giving at least four (4) weeks' notice of the date upon which the leave will end. In no case shall the combined pregnancy and parental leaves to which an employee is entitled exceed a maximum of seventy-seven (77) weeks.

#### **Parental Leave and Adoption**

Parental leave is also available to an employee who becomes a parent of one or more children other than a parent who gave birth to the child. That parental leave shall be for a period of up to seventy-seven (77) weeks. This leave:

- (i) shall begin on such a date coinciding with or after the birth of the child as the employee determines; and

- (ii) shall end not later than seventy-seven (77) weeks after the child or children first arrive in the employee's home.

Adoption leave is available to an employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to seventy-seven (77) weeks. This leave:

- (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
- (ii) shall end no later than seventy-seven (77) weeks after the leave began.

An employee adopting a child shall also be granted one (1) day of leave with pay for the purpose of adoption of the child. This leave may be divided into two (2) periods and granted on separate days. If both adoptive parents are eligible for leave under a collective(s) between SEIU and the Employer, the amount of paid leave taken under this clause by either one or both parents shall not exceed one (1) day.

#### **Proof of Eligibility**

To qualify for pregnancy and/or parental leave or adoption leave, the Employer may require an employee to provide proof of eligibility.

#### **Pregnancy/Parental/Adoption Leave Notice**

- (a) The employee shall provide the Employer with at least four (4) weeks' notice of the date the employee intends to begin pregnancy and/or parental leave. That notice and start date of the leave may be amended:
  - (i) by changing the date in the notice to an earlier date for medical reasons as verified by a legally qualified medical practitioner. In such cases the employee will provide as much advance notice of the revised start date of the leave as is possible; or
  - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally scheduled date; or
  - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer with as much notice as is reasonably practicable of the commencement of the employee's leave or return to work.
- (c) The Employer shall not terminate the employment of an employee because of the employee's pregnancy.



#### **Pregnancy/Parental/Adoption Leave Deferral**

If an employee is entitled to pregnancy/parental/adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice. An employee is entitled to only one (1) interruption and deferral of parental leave.

#### **Return to Work**

When an employee reports for work upon the end of a pregnancy/parental/ adoption leave, the employee shall resume work in the position held by the employee immediately before the leave began or in a comparable position within the workplace if their position has been eliminated.

#### **Service and Seniority Continuation**

While on pregnancy/parental/adoption leave, a regular 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.

#### **Group Benefit Plan Continuation**

- (a) While an employee is on pregnancy/parental/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. Failure to pay premiums within thirty (30) days will result in a lapse of coverage;
- (b) Vacation, sick leave, and other related credits will not accrue during pregnancy/parental or adoption leave.

**Note:** In all cases, any medical certificate required in relation to the leaves in Article 13.03 must be acceptable to the Employer.

#### **13.04 GENERAL LEAVE OF ABSENCE**

Employees, at the discretion of the Administrator, may be granted leave of absence of up to three (3) months, permission to be obtained in writing. Leave of absence may be extended by application in writing to the Administrator in ample time to receive or return to duty at the expiration of such leave. Unless such extension of leave of absence is granted or absolute proof is furnished of bona fide sickness preventing such return, a registered letter will be sent to the employee, instructing him to report back to work. If he does not report back, he shall forfeit his seniority and his name shall be removed from the seniority list and the Union shall be informed. Leave under this Article shall not be unreasonably withheld.

#### **13.05 LEAVE FOR EMERGENCY**

- (a) An employee may be granted Leave of absence without pay up to two (2) days. For a critical condition which requires his personal attention resulting from an emergency

(flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when they are normally off duty.

- (b)\* An employee shall be entitled to use accumulated sick leave days (per 13.06 (a)(1)) for a critical condition which requires their personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when they are normally off duty.

13.06\* SICK LEAVE, and FAMILY LEAVE

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on sick leave shall only be entitled to sick leave with pay if the employee is not otherwise receiving pay from the Employer (which includes, but is not limited to holiday pay, vacation pay, and paid leave of absence for that day) or from a third-party insurer (including payments under the *Workers' Compensation Act*), and providing the employee has sufficient sick leave credits. Sick leave shall be considered to mean the period of time an employee is absent from work because of sickness or disability or because of an accident from which compensation is not being paid under the *Workers' Compensation Act*.

- (a)\* (1)\* All full time and part time employees covered by this Agreement shall accumulate sick leave at the rate of four percent (4%) of gross hours to a maximum of seventy-five (75) hours per year, and up to three hundred (300) hours in total. For clarify, the following are not used in the calculation of sick leave: weekend premiums, shift premiums, paid out holiday (if it is saved and not taken in lieu) and paid out sick leave in December. Employees who currently have more than three hundred (300) hours of sick leave banked shall be able to keep their current amount but not bank any more, and once their bank dips below three hundred (300) hours they can bank to three hundred (300) hours.
- (2)\* Any unused sick time will be paid to the employee once a year on the first pay in December on a separate cheque, or upon employee request may be carried over to the next year. The formula for payment for the unused sick leave to be paid is one hundred percent (100%) of the unused sick days.
- (3)\* In the event of an unjustified failure by an employee to notify the Employer that he will be absent from work due to sickness, the employee shall not be entitled to sick pay for that day. The Employer reserves the right to investigate any reported illness of an employee. Fraudulent application for and obtaining of sick leave shall be cause for discharge.
- (4)\* (a) If an employee calls in sick and they are unaware of the duration of the sickness then the employee must call in on a daily basis in order for the Employer to maintain proper scheduling or until a doctor has put the employee off for an extended period. Following sick leave of any duration, the employee shall report their availability for work to their department at least eight (8) hours prior to the next scheduled shift for sick leave less than one (1) month before reporting for duty. Over one (1)

month of sick leave, the employee shall give ten (10) working days' notice from the date of clearance from their physician. The employee will endeavor to give the Employer additional notice when possible.

- (b)\* (1)\* Employees on long term leave of absence for illness may be permitted twelve (12) months in which they may return to their former position, but the employee shall give at least ten (10) working days' notice of intention to return to work. In the event the illness exceeds twelve (12) months, the period in which the employee may return to work may be extended by mutual agreement.
- (2)\* When an employee has exhausted their sick credits this is considered a leave of absence and the appropriate documentation must be completed and submitted to their immediate supervisor. The appropriate documentation would be at least:
  - a) a medical certificate stating the amount of time the employee will be off,
  - b) a LOA request, and
  - c) a medical certificate stating health fitness & ability to return to work, with ten (10) working days' written notice.

The employee's portion of the medical premiums must be paid. To continue coverage while on sick leave the employee and Employer shall continue to pay their respective shares of the hospital, medical, group life insurance and disability premiums. If not paid within thirty (30) calendar days, coverage will lapse.

- (c)\* Any employee covered by this Agreement while on sick leave with pay shall receive the applicable rate of pay from the Employer.
- (d)\* Only in extenuating circumstances (i.e. hospitalization) is it acceptable that someone other than the employee make the contact for calling in sick.

To be eligible to receive leave of absence benefits for periods over one (1) week, an employee must inform their department head or delegate of the following:

- (a) the type of leave; sickness, injury, family illness
- (b) the estimated date for return to work
- (c) whether or not the employee plans to see a Doctor.

Failure to follow reporting procedures will result in an absence being recorded as leave without pay and may result in denial of benefits and disciplinary action.

(e)\* Employees cannot use sick leave credits during the probationary period but can accumulate them.

(5)\* (a)\* The existing banks of sick time will be maintained. This may be utilized when a medical certificate is provided.

(b)\* (1) An employee's return to work after sick leave will be conditional on their supplying, when requested, a certificate from a physician stating that the employee is fully recovered and capable of assuming full duties. Failure to provide this certificate when requested will be sufficient evidence for the Employer to deny the employee work at The Mira.

(2)\* An employee off sick in excess of one (1) month must notify their supervisor ten (10) working days in advance of the employee's return to work.

(6)\* Family Leave

Where no one other than the employee can provide for the needs during an illness of a member of the immediate family (as defined in Article 13.01) or any other person that resides with the employee, the employee shall be entitled after obtaining approval from the Employer, to use accumulated sick leave days (per 13.06(a)(1)) for the purpose.

#### 13.07 WORKERS' COMPENSATION

(1)\* When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from **Workers' Compensation** and the employee's net pre accident earnings. This supplement shall also apply to the first two (2) 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 their 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.

(2)\* The Employer and the employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of **Workers' Compensation** benefits.

(3)\* An employee shall continue to accrue seniority while in receipt of **Workers' Compensation** benefits.

- (4)\* An employee hired after the signing of the Agreement dated Feb 28, 2006 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 any time at the time of the injury) equals a maximum of one (1) year annual vacation entitlement. Employees hired prior to Feb 28, 2006 will continue to accrue vacation credits and will be deemed to be at work for vacation accrual and for vacation entitlement while on **Workers' Compensation**.
- (5)\* An employee shall not accrue any other benefits while on **Workers' Compensation**.
- (6)\* Failure to pay premiums within thirty (30) days will result in a lapse of coverage.
- (7)\* This provision shall not apply to casual employees, except for Article 13.07(3).

**13.08 LEAVE FOR STORM OR HAZARDOUS CONDITIONS**

It is the responsibility of the employee to make every reasonable effort to arrive at their work location as scheduled, however during storm conditions, when such arrival is impossible or delayed, all absent time will be 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 accumulate a paid leave, the employee may with prior approval of the Employer, make up the absent time as the schedule allows and if time is available.
- (d) exchange their shift with another employee.

**ARTICLE 14 - GROUP BENEFIT PLANS**

**14.01 HANS Group Life, LTD, and Extended Health**

The Employer shall pay for all eligible employees sixty-five percent (65%) of the Life Insurance premium and 65% of the LTD Plan premium, and sixty-five percent (65%) of the Extended Health Plan premium. Life Insurance and LTD are mandatory. The employee shall pay the remainder.

All full time and part time employees, after completing their probationary period and subject to the rules and regulations of the plan, are eligible to join.

**14.02 Nova Scotia Health Employees Pension Plan (NSHEPP)**

Upon enrollment in the pension plan, the terms of the plan respecting eligibility and levels shall apply. The Employer will match the employee's contribution, up to the required amount as dictated by the plan. Pension Plan is mandatory.

All full time and part time employees, after completing their probationary period and subject to the rules and regulations of the plan, are eligible to join.

#### **14.03 Dental Plan**

**Subject to the eligibility requirements of the plan selected by the Employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The Employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.**

**Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.**

#### **ARTICLE 15 - TRAINING**

- 15.01 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time, and during the regular working hours when it will not unduly interfere with the performance of their regular assigned duties. The supervisory officer may, for this purpose, arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Local Shop Steward will be informed when employees exchange positions in accordance with this Article.**
- 15.02 Training During Normal Working Hours - An employee required by the Employer to take training during his normal working hours will be paid his regular rate of pay while in training and the Employer will pay all other reasonable costs.**
- 15.03 Training Outside Normal Working Hours - An employee required by the Employer to take training or any mandatory meetings outside his normal working hours will be compensated at his regular rate of pay while in training. The employee who is required to take this training will be compensated a minimum of one (1) hour pay. Any employee required to do training, and that training is above the seventy-five (75) hour threshold in a bi-weekly period shall be compensated at one and one-half (1.5x) times their normal rate of pay.**
- 15.04 Voluntary Training - Where training facilities are provided by the Employer on a voluntary basis, an employee taking advantage of such training will not be compensated.**
- 15.05 Orientation - All new employees in the nursing department shall have an orientation period of at least six (6) shifts. In all other departments, employees shall have at least four (4) shift of orientation in the department in which they will be employed. An employee awarded a position in another department, orientation shall be at the discretion of the supervisor. However the amount of orientation shall not exceed the above.**

## ARTICLE 16 - SAFETY AND HEALTH

- 16.01 (a) (1) **OCCUPATIONAL HEALTH and SAFETY COMMITTEE**  
The Employer and the Union shall comply with the provisions of the Nova Scotia *OH&S Act* and Regulations and *Safer Needles in Healthcare Workplaces Act*.
- (2) **RESPONSIBILITIES of PARTIES**  
An employee who is a member of the OH&S committee is entitled to time off from work without loss of regular pay and benefits, as is necessary to attend meetings of the Committee, to take any training programs prescribed by the *OH&S Act* and Regulations, or as determined necessary by the Committee, and to carry out the employee's functions as a member of the Committee. Time spent by the employee in these activities shall be considered to be time worked at straight time rates.
- (3) **MODIFIED WORK PROGRAM**  
The Union and the Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured workers to the workplace as soon as possible after an accident. The Employer will maintain a facility wide plan for employees receiving Workers' Compensation that recognizes the Employer's responsibility and participation in the effective rehabilitation of injured employees. The Union and the employees agree to participate in the Modified Work Program implemented by the Employer. The Program may be modified or altered at the Employer's discretion provided it is operationally feasible and in consultation with the Union.
- (4) **ALCOHOL and DRUG DEPENDENCY**  
Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided employees have sufficient sick leave credits, they shall be eligible to use sick leave benefits while undergoing a professionally recognized treatment program. In the event that no sick leave benefits are available, employees shall be entitled to a leave of absence without pay.
- (b) The Employer and the Union will establish a Health and Safety Committee comprised of two (2) representatives from the Employer and two (2) members of the Union. This Committee will meet on a monthly basis. The Union members shall be paid while attending meetings.
- (c) The Employer shall make reasonable provision in accordance with the *Occupational Health & Safety Act (1996)* for the safety and health of employees during hours of employment.

- (d) The Health & Safety Committee shall be notified of each accident or injury and may investigate the nature and cause of the accident or injury. Each compensable accident or injury shall be reviewed as to cause of accident or injury.

#### 16.02 LABOUR MANAGEMENT COMMITTEE

- (1) A Labour Management Committee shall be established consisting of representatives from the Union and the Employer. In the interest of speedy relations the Committee shall be made up of three (3) representatives from each party. The Regional Representative of Unifor and the Labour Consultant will be ex officio members and may attend at any time. The Committee shall attempt to foster good communications and effective relationships between the parties and a spirit of cooperation and goodwill within the Home, the end goal of which is the improved service to the residents, and working conditions for the employees.
- (2) Meetings shall be called not less than three (3) times a year or any other time as may be required by the chairpersons or by a majority of Committee members. A notice of meeting shall be circulated to the members of the Committee at least ten (10) work days before the meeting. Minutes will be recorded and distributed. Employees on duty at the time of such meetings shall not lose pay while attending. It is agreed that meetings will generally not last longer than one (1) hour, unless necessary.
- (3) An Employer and a Union representative shall be designated as joint chairpersons, and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared and signed by the Employer and the Union.
- (4) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

16.03 The Employer will allow the Union to post notices of meetings or other appropriate items on the bulletin board in the staff room.

#### 16.04 DISCRIMINATION

- (a) The Employer and the Union agree that there shall be no discrimination in regard to hiring, or discrimination, interference, restriction or coercion, exercised or practiced with respect to any employee in the matter of continued employment, or any term or condition of employment including, but not limited to, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline or discharge by reason of race, creed, color, ethnic, national or aboriginal origin, political or religious affiliation, belief or activity, age, sex, sexual orientation, **gender identity, gender expression**, family or marital status, common-law relationship, physical or mental disability, place of residence, source of income, or by reason of **their** membership in a trade union.



- (b) **The Employer and the Union are committed to providing a harassment-free workplace.**

Harassment is any improper conduct (behaviour, action, comment) by an individual that is directed at and is offensive to another person or persons in the workplace and which the individual knew or ought to have known would cause offense or harm and can:

- (1) be verbal, physical, or innuendo and have the purpose or effect of interfering with employee work performance or advancement;
- (2) create a poisoned work environment;
- (3) be in the form of reprisal or threat of reprisal against an individual.

It consists of any objectionable act, comment or display that humiliates, insults or degrades.

Sexual harassment is defined as: displays of photographs or objects, statements, physical gestures or physical contact which communicates a sexual connotation to the victim. Sexual harassment is not restricted to the actions of a male against a female; it can take place by actions of a female against a male, or between members of the same sex.

Harassment in or at the workplace including grounds will not be tolerated or condoned. Every employee at The Mira has the right to be treated with dignity, respect, courtesy, and privacy. Each employee has the right to have their property respected and protected.

- (c) **If a member of the Bargaining Unit is unable to perform the regular duties of their position due to any characteristic protected under the Nova Scotia *Human Rights Act*, the Employer, the affected Employee (the "Employee") and the Union shall meet to discuss and consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability can best be accommodated without causing undue hardship to the Employer, the Employee or the Union. The Employee shall participate and cooperate fully in this process.**

**16.05 Procedures for Evaluating & Accommodating Employees with Disabilities**

- (a) **The Employee with a disability will inform the Employer about the need for an accommodation in writing with a copy to the Union.**
- (b) **Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and the Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives and to the Union representatives that is reasonably required to establish to the Employer's and the Union's satisfaction that the Employee has a**

disability which requires accommodation and the extent of the restrictions or limitations in the Employee's functional capacities to perform the duties of their position. Where ability, skill, qualifications and merit are relatively equal, layoffs, recalls and promotion to higher positions within the Bargaining Unit shall be determined on the basis of the seniority of the Employee.

- (c) The parties agree that, to the extent reasonably possible, medical and other personal information provided by an Employee for the purposes of accommodation will be dealt with in a manner that respects the Employee's privacy.
- (d) Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and the Union from continuing the duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.
- (e) Representative(s) of the Employer and Union, together with the affected employee, shall meet to discuss the existence and nature of the disability and the appropriate accommodation measures which would achieve the accommodation with respect to the employee.
- (f) The Employer, the Union and the Employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and the information regarding the requirements and duties of the employee's position.
- (g) In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts and/or orientation of the Employee.
- (h) Agreements between the parties regarding the accommodation of employees shall be in writing. These agreements shall contain provisions regarding the process that will be followed by the parties if there is a change in the accommodated Employee's circumstances, including a lessening, changing or worsening of the Employee's disability.
- (i) The Union agrees to support accommodation measures which may require modification of the Collective Agreement provisions unless doing so would, in its determination, constitute undue hardship. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case-by-case basis.
- (j) The process ends when the Employer reaches the point that it considers to be undue hardship.

## ARTICLE 17 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 17.00 (a) Should the Employer determine that an employee is to be advised in person of a disciplinary action (not including a suspension or termination) then the employee may have a representative of the Local Union present.
- (b) The Employer will give the employee and a representative of the Local Union reasonable advance notice of the meeting.
- (c) The Employer will be notified prior to the meeting, of the employee's intention to be accompanied by a representative of the Local Union.
- (d) Where circumstances warrant an immediate meeting, the meeting may proceed should a representative from the Local Union not be readily available.
- (e) In the case of a suspension or termination, the employee may elect to have a representative of the Union present provided it is in accordance with the above noted process and corresponding stipulations. If an employee is suspended or dismissed for cause the employee shall be advised in writing of the reason(s) for the disciplinary action and a copy will be provided to the Local Union.
- 17.01 An employee who has completed their probationary period may be suspended or discharged but only for just cause. The Employer shall notify the employee verbally of their suspension or discharge. Written confirmation will be provided at the earliest possible time. A copy will be forwarded to the Union.
- 17.02 (a) Any formal entry to an employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that would result in suspension or dismissal, shall not be placed on the employee's personnel file before the Employer provides a copy to the employee and the Union representative.
- (b) An employee that considers that they have been wrongfully or unjustly discharged or suspended, shall be entitled to a meeting under Article 7, Grievance Procedure. Step 1 of the Grievance Procedure may be omitted in such cases.
- 17.03 Employee's Record - Except for proven abuse or proven harassment, any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of one (1) year for reprimands and two (2) years for suspensions, then removed. A copy of all such entries or documents shall be given to the employee and to the Union at the time any entry or document is placed in the file, and both the employee and the Union shall be required to acknowledge receipt of same. Any written reply from the Union shall also be placed in the employee's file.

- 17.04 An employee shall have the right to review their file twice yearly (except in the case of a grievance), provided they first make an appointment three (3) working days prior to such request. Copies will be provided to a maximum of twenty (20) pages yearly at no cost, after which a charge will apply.

#### **ARTICLE 18 - GENERAL**

- 18.01 The Employer will grant leave with pay for members to attend negotiations for a combined total of one hundred twenty (120) hours (sixteen (16) days at seven and one-half (7½) hours per day). To be eligible for pay the employee must have been scheduled to work. Eligibility for pay is only for the time the parties meet.
- 18.02 **NO STRIKE and NO LOCKOUT**  
The Union agrees that during the term of this Agreement there shall be no strikes, stoppages of work or any other interference with the operation of the Employer by the Union or any of its members and the Employer agrees that during the same term there shall be no lockouts by it or any of its employees.
- 18.03 The Employer agrees to prepare and post comprehensive job descriptions for all positions in the bargaining unit.
- 18.04 The Employer agrees to consider input from the Union with respect to development of an Abuse Prevention and Response Program.
- 18.05 **CORRESPONDENCE**  
All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the President or the Secretary of the Union.

#### **ARTICLE 19 - DURATION OF AGREEMENT**

- 19.01 This Collective Agreement shall run from November 1, 2020 to October 31, 2023 and thereafter from year to year unless either party gives notice in writing to the other during the last ninety (90) days of the term of this Agreement of that party's intention to terminate this Agreement, or to negotiate revision thereof.
- 19.02 Such notices to be effective must be in writing and given in accordance with the provisions of the Trade Union Act of Nova Scotia.
- 19.03 This Agreement and everything contained herein shall inure to the benefit of and be binding upon the parties hereto and their successors.
- 19.04 All benefit provisions in this Collective Agreement shall come into effect on the signing date of the Collective Agreement.

19.05 Wages for all employees shall be retroactive to November 1, 2020 or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retro activity upon giving the employer notice within thirty (30) days of the signing of this Agreement.

SIGNED in \_\_\_\_\_, Nova Scotia, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed on behalf of UNIFOR, LOCAL 2107

Signed on behalf of THE MIRA NURSING HOME

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**APPENDIX "A"  
WAGES**

<b>PCW I (without course)</b>		<b>2020/10/31 0.50%</b>	<b>2020/11/1 1.50%</b>	<b>2021/11/1 1.50%</b>	<b>2022/11/1 3.00%</b>	<b>2023/10/31 0.50%</b>	
Start	Annual	\$35,821	\$36,358	\$36,904	\$38,011	\$38,201	
	Hrly	18.3697	18.6453	18.9250	19.4927	19.5902	
After 1 Year	Annual	\$36,556	\$37,104	\$37,661	\$38,791	\$38,985	
	Hrly	18.7467	19.0279	19.3133	19.8927	19.9921	
After 2 Years	Annual	\$37,265	\$37,824	\$38,391	\$39,543	\$39,741	
	Hrly	19.1103	19.3969	19.6879	20.2785	20.3799	
After 3 Years	Annual	\$37,973	\$38,543	\$39,121	\$40,294	\$40,496	
	Hrly	19.4733	19.7654	20.0619	20.6638	20.7671	
After 4 Years	Annual	\$38,683	\$39,263	\$39,852	\$41,048	\$41,253	
	Hrly	19.8374	20.1350	20.4370	21.0501	21.1554	
<b>PCW II/CCA</b>		<b>2020/10/31 0.50%</b>	<b>2020/11/1 1.50%</b>	<b>2021/11/1 1.50%</b>	<b>2022/2/10 DOH SET</b>	<b>2022/11/1 3.00%</b>	<b>2023/10/31 0.50%</b>
Start	Annual	\$36,530	\$37,078	\$37,634	\$44,660	\$46,000	\$46,230
	Hrly	18.7333	19.0143	19.2995	22.9026	23.5896	23.7076
After 1 Year	Annual	\$37,265	\$37,824	\$38,391	\$45,572	\$46,939	\$47,174
	Hrly	19.1103	19.3969	19.6879	23.3703	24.0714	24.1917
After 2 Years	Annual	\$37,998	\$38,568	\$39,146	\$46,502	\$47,897	\$48,137
	Hrly	19.4862	19.7784	20.0751	23.8472	24.5626	24.6854
After 3 Years	Annual	\$38,709	\$39,290	\$39,879	\$47,451	\$48,875	\$49,119
	Hrly	19.8508	20.1485	20.4508	24.3338	25.0639	25.1892
After 4 Years	Annual	\$39,443	\$40,035	\$40,635	\$48,419	\$49,872	\$50,121
	Hrly	20.2272	20.5306	20.8385	24.8303	25.5752	25.7030

LPN		2020/6/11 DOH SET	2020/10/31 0.50%	2020/11/1 1.50%	2021/11/1 1.50%	2022/11/1 3.00%	2023/10/31 0.50%
Start	Annual Hrly	\$54,594 27.9969	\$55,238 28.3272	\$56,067 28.7521	\$56,908 29.1834	\$58,615 30.0589	\$58,908 30.2092
After 1 Year	Annual Hrly	\$56,222 28.8318	\$56,503 28.9759	\$57,351 29.4105	\$58,211 29.8517	\$59,957 30.7472	\$60,257 30.9010
After 2 Years	Annual Hrly	\$57,437 29.4549	\$57,724 29.6021	\$58,590 30.0461	\$59,469 30.4968	\$61,253 31.4117	\$61,559 31.5687
After 3 Years	Annual Hrly	\$58,634 30.0687	\$59,324 30.4226	\$60,214 30.8789	\$61,117 31.3421	\$62,951 32.2823	\$63,265 32.4438
After 4 Years	Annual Hrly	N/A	N/A	N/A	N/A	N/A	N/A

Rec. Assistant (with & without PCW course)		2020/10/31 0.50%	2020/11/1 1.50%	2021/11/1 1.50%	2022/11/1 3.00%	2023/10/31 0.50%
Probationary Rate	Annual Hrly	\$37,707 19.3369	\$38,273 19.6270	\$38,847 19.9214	\$40,012 20.5190	\$40,212 20.6216
Start	Annual Hrly	\$38,348 19.6656	\$38,923 19.9606	\$39,507 20.2600	\$40,692 20.8678	\$40,896 20.9722
After 1 Year	Annual Hrly	\$39,131 20.0672	\$39,718 20.3682	\$40,314 20.6737	\$41,523 21.2939	\$41,731 21.4004
After 2 Years	Annual Hrly	\$39,931 20.4774	\$40,530 20.7846	\$41,138 21.0964	\$42,372 21.7293	\$42,584 21.8379
After 3 Years	Annual Hrly	\$40,746 20.8954	\$41,357 21.2088	\$41,978 21.5269	\$43,237 22.1728	\$43,453 22.2836
After 4 Years	Annual Hrly	\$41,576 21.3210	\$42,200 21.6408	\$42,833 21.9655	\$44,118 22.6244	\$44,338 22.7375

<b>Dietary Worker, Environmental Services Worker</b>		<b>2020/10/31</b>	<b>2020/11/1</b>	<b>2021/11/1</b>	<b>2022/11/1</b>	<b>2022/11/1</b>	<b>2023/10/31</b>
		<b>0.50%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>\$1,950</b>	<b>3.00%</b>	<b>0.50%</b>
<b>Probationary</b>							
<b>Rate</b>	<b>Annual</b>	\$34,141	\$34,653	\$35,173	\$37,122.91	\$38,236.60	\$38,427.78
	<b>Hrly</b>	17.5082	17.7708	18.0374	19.0374	19.6085	19.7066
<b>Regular</b>							
<b>Rate</b>	<b>Annual</b>	\$34,724	\$35,245	\$35,774	\$37,724	\$38,855.24	\$39,049.52
	<b>Hrly</b>	17.8072	18.0743	18.3454	19.3454	19.9258	20.0254
<b>Cook (non- Journeyman)</b>		<b>2020/10/31</b>	<b>2020/11/1</b>	<b>2021/11/1</b>	<b>2022/11/1</b>	<b>2023/10/31</b>	
		<b>0.50%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>3.00%</b>	<b>0.50%</b>	
<b>Probationary</b>							
<b>Rate</b>	<b>Annual</b>	\$43,095	\$43,741	\$44,398	\$45,729	\$45,958	
	<b>Hrly</b>	22.1000	22.4315	22.7680	23.4510	23.5683	
<b>Regular</b>							
<b>Rate</b>	<b>Annual</b>	\$43,827	\$44,484	\$45,152	\$46,506	\$46,739	
	<b>Hrly</b>	22.4754	22.8125	23.1547	23.8493	23.9686	
<b>Cook (Journeyman)</b>		<b>2020/10/31</b>	<b>2020/11/1</b>	<b>2021/11/1</b>	<b>2022/11/1</b>	<b>2023/10/31</b>	
		<b>0.50%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>3.00%</b>	<b>0.50%</b>	
<b>Probationary</b>							
<b>Rate</b>	<b>Annual</b>	\$47,096	\$47,802	\$48,519	\$49,975	\$50,225	
	<b>Hrly</b>	24.1518	24.5141	24.8818	25.6282	25.7564	
<b>Regular</b>							
<b>Rate</b>	<b>Annual</b>	\$47,895	\$48,613	\$49,343	\$50,823	\$51,077	
	<b>Hrly</b>	24.5615	24.9300	25.3039	26.0630	26.1933	



Maintenance		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary						
Rate	Annual	\$44,311	\$44,976	\$45,650	\$47,020	\$47,255
	Hrly	22.7236	23.0644	23.4104	24.1127	24.2333
Regular						
Rate	Annual	\$45,063	\$45,739	\$46,425	\$47,818	\$48,057
	Hrly	23.1092	23.4559	23.8077	24.5219	24.6445

**Annual Hour Base**

For the purpose of calculating hourly rates, prorated rates, annual rates, lump sum 1950 hours will be used.

**Paid Educational Leave (PEL)**

An amount of \$1,000 per year will be provided to support Union members on leave for Union educational purposes.

**Local Education Allowance**

\$500 per year for local education to be administered by an in-house policy and procedures.

**PREMIUMS**

Shift Premiums - **Effective on date of ratification**, employees shall receive a shift premium for all hours worked between 1900 hours and 0700 hours of **\$2.35**.

Weekend Premiums - **Effective on date of ratification**, employees shall receive a weekend premium for all hours worked between 11 PM Friday and 11 PM Sunday of **\$2.35**.

**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 LTD Employer which has a Contract term November 1, 2020 – October 31, 2023, that is greater than the general economic increases(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 the LTC, the classification may be adjusted to the higher of the two (2) 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"**  
**CASUAL EMPLOYEES - TERMS OF INCLUSION**

**WAGES & BENEFITS**

Section 1: In lieu of the benefits provided to employees under the Collective Agreement, Casual employees shall be compensated with a supplementary payment equal to eight percent (8%) of their earnings in each bi-weekly pay period. This payment will represent four percent (4%) for vacation and four percent (4%) for all other benefits.

**GROUP BENEFITS**

- Section 2: (a) Casual employees shall be entitled to participate in the Group Life, Group Health and/or Pension Plan in accordance with the eligibility provisions of the respective benefit plans.
- (b) The Employer agrees to participate in the fifty percent (50%) cost sharing of the respective benefits as provided to regular employees under the Collective Agreement but only for those Casual employees agreeing to pay their respective share while participating in the Group Life, Group Health and/or Pension Plan.

**SCHEDULING**

- Section 3: (a) Casual employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual employee shall be provided with work or be paid for four (4) hours for the cancelled shift.
- (b) Casual employees will be called to work in order according to the seniority list. The assignment of casual employees for available shifts shall be on the basis of availability. Such shifts shall be distributed as equitably as possible.

**AVAILABILITY**

- Section 4: (a) Casual employees shall confirm to the Employer in writing the extent of their availability for shifts. This shall be done three (3) week prior to the schedule being posted.
- (b) Casual employees who have indicated an availability to work may be assigned shifts in accordance with operational requirements.
- (c) Where the availability status of a Casual employee changes from that previously accepted by the Employer, the Casual employee must indicate the extent of the change in availability in writing to the Employer. Such changes require the approval of the Employer. Such approval shall not be unreasonably denied.
- (d) Casual employees must be available for at least one (1) weekend a month. Casual employees must be available for a variety of all shifts.

## **CASUAL SENIORITY**

- Section 5: (a) A record as to the hours worked by a Casual employee shall be maintained by the Employer and be made available to the Union. This record shall constitute the Casual Seniority List, updated at six (6) months in January and July. Seniority for each six (6) month period shall remain unchanged except for the purpose of filling permanent positions.
- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more Casual employees are deemed equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the Casual employees with the greater casual seniority will be given preference.
- (c) Casual seniority shall only apply to the Casual employee in accordance with the terms of Section 5(b).

## **DATE OF EMPLOYMENT**

- Section 6: (a) Should a Casual employee become a regular employee, the date of employment shall be the date of appointment to the regular position plus all hours worked as listed in Section 5(a) of this Appendix divided by 1950 hours.
- (b) In the event that a casual employee does not work forty (40) hours in a calendar quarter, excluding approved periods of unavailability or other mitigating circumstances, such employee will be dropped from the payroll and cease to be an employee.

## **HOLIDAYS**

A casual employee who works on a holiday (see list 10.01) shall be paid at the rate of time and one-half (1½) for the hours so worked. A casual employee, however, is not entitled to an additional day. This benefit is included in the four percent (4%) benefit paid to all casual employees under Appendix B.

## **COLLECTIVE AGREEMENT APPLICATION**

Section 7: The provisions of the Collective Agreement apply to the casual employees except for the following provisions. Such provisions are indicated in the body of the Agreement with an asterisk (\*).

3.02, 3.03, 3.04, 3.11

8.02, 8.06a

9.03, 9.04 a, b, c, e, f, 9.06, 9.08, 9.14

10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09

11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16

12.04, 12.06, 12.10, 12.11c

13.01, 13.02, 13.05b, 13.06, 13.07

**14.03**

Appendix C - Scheduling

Schedule A - Vacation Options

LOU 1 - Vacation

LOU 2 - Forfeiture of Unpaid Vacation Days

**APPENDIX "C"**  
**SCHEDULING\***

It is hereby agreed to by the parties that shift schedules have been established and agreed to as of November 1, 2002. The parties recognize the benefit that is derived from a mutually agreeable schedule and therefore undertake to keep such schedules that currently exist in place.

However, should the employee leave, the position shall lose its permanency. Management shall be able to determine the hours of work and schedule for that position.

**Appendix "D"**  
**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 she works or may choose to take voluntarily regardless of the location or service she works. 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Signed on behalf of UNIFOR, LOCAL 2107**

**Signed on behalf of THE MIRA NURSING HOME**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**  
**VACATION OPTIONS\***

Principles - Maximum 1-week pay  
Minimum Block = time off

Full time and part time

Earn 3 weeks (15 days) - 2 week (10 days) block + 1 week (5 days) random  
Or  
1 week (5 days) or pay

Earn 4 weeks (20 days) - 2 week (10 days) block + 2 weeks (10 days) random  
Or  
1 week (5 days) random + 1 week (5 days) pay

Earn 5 weeks (25 days) - 2 week (10 days) block + 2 weeks (10 days) random + 1 week (5 days) pay

In any of the above the total time can also be taken as time.

All vacation can be taken in blocks or at random with the option of one (1) week payout if three (3) weeks of credit are available. Christmas rotation takes priority over vacation.



**LOU 1 - VACATION\***  
**LETTER OF UNDERSTANDING**

Full time staff on eight (8) hours shifts will have their vacation based on the following:

- 2 weeks is equivalent to 75 hours paid
- 3 weeks is equivalent to 112½ hours paid
- 4 weeks is equivalent to 150 hours paid
- 5 weeks is equivalent to 187 ½ hours paid
- 6 weeks is equivalent to 225 hours paid

Full time staff on ten (1) hour shifts will have their vacation based on the following:

- 2 weeks is equivalent to 75 hours paid
- 3 weeks is equivalent to 112½ hours paid
- 4 weeks is equivalent to 150 hours paid
- 5 weeks is equivalent to 187 ½ hours paid
- 6 weeks is equivalent to 225 hours paid

Part time staff vacation is pro-rated.

Renewed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Signed on behalf of UNIFOR, LOCAL 2107**

**Signed on behalf of THE MIRA NURSING HOME**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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\_\_\_\_\_  
  
\_\_\_\_\_

LOU 2 - FORFEITURE OF UNPAID VACATION DAYS\*

The employee, the Union and the Employer do hereby agree that the employee, \_\_\_\_\_, is permitted to forfeit \_\_\_\_\_ unpaid vacation days. This forfeiture shall be without cost to the Employer. The parties recognize that this forfeiture cannot be reversed and is without recourse by any of the parties. All parties do hereby state that they have freely entered into this Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union