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President

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Financial Secretary

**Vacation Reminders for LPN'S in the Nursing Bargaining Unit represented by Unifor**

The following information should be considered for vacation scheduling, carry over, and legacy vacation carry over banks:

**Scheduling of Vacation Time**

**Article 10.03**

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Nurse shall advise the immediate management supervisor in writing of three (3) or more choices of vacation preference listed in order of priority as soon as possible for the following vacation year but by February 1<sup>st</sup> for vacations in the period April 1<sup>st</sup> to September 30<sup>th</sup> and shall include requests for vacations during the December holiday period (December 16 to January 4) and/or March Break (the second and third calendar weeks of March) vacations for the following year, and by August 1<sup>st</sup> for vacations in the period October 1<sup>st</sup> to March 31<sup>st</sup>. **The Employer will post approved vacations in writing by March 15<sup>th</sup> and September 15<sup>th</sup> respectively.**
- (b) Preference in vacation schedule shall be given to those Nurses with greater length of seniority.
- (c) After the vacation schedule is posted, if operational requirements permit additional Nurse(s) to be on vacation leave, such leave shall be offered to Nurses on a work unit by seniority to those Nurses who may have requested the leave but were denied the leave for their request submitted before February 1<sup>st</sup> or August 1<sup>st</sup>. Any additional vacation shall be granted on a first come, first serve basis.

**10.07 Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the immediate management supervisor, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the Nurse to the immediate management supervisor not later than January 31<sup>st</sup> of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of

the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving a Nurse's request.

- (b) A Nurse scheduled to take vacation and who is unable to do so within the vacation year due to illness, injury, or where operational requirements prevent the immediate management supervisor from scheduling vacation shall be entitled to carry over this unused vacation to the subsequent year.

**10.08 Accumulative Vacation Carry Over**

A Nurse, on the recommendation of the immediate management supervisor and with the approval of the Employer, may be granted permission to carry over five (5) days of her vacation leave each year to a maximum of twenty (20) days, if in the opinion of the immediate management supervisor, it will not interfere with the efficient operation of the Department.

**10.09 Use of Accumulated Vacation Carry Over**

The vacation leave approved pursuant to Article 10.08 shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless the immediate management supervisor recommends that the time be extended and the recommendation is approved by the Employer.

Memorandum of Agreement #6

Legacy Vacation Carry-Over Banks

Notwithstanding Articles 10.08, 10.09 & 10.10, Nurses who have, as of the date this Collective Agreement is finalized, carried over vacation banks (not including the twenty (20) days permitted to be accumulated pursuant to Article 10.08) ("Legacy Carry-over Banks") will retain their Legacy Carry-over Banks until April 1, 2024, after which any vacation from their Legacy Carry-over Banks that has not been used will be paid out.

For the purposes of this MOA, "Legacy Carry-Over Banks" includes all vacation credits earned but not taken under past terms and conditions of employment and collective agreements with any of the predecessor Employers.