

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**MARITIME I.O.O.F. HOME**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2330**

**Term of the Agreement:  
(November 1, 2014 to October 31, 2020)**



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## **ARTICLE 1 - PREAMBLE & PURPOSE**

### **1.00 Preamble**

Recognizing common dependence and interest of the Employer and Employees in the welfare of the Institution and recognizing further their relationship of goodwill and mutual respect between the Employer and the Employees can contribute greatly to the maintenance, increasing the efficiency of that welfare, the parties to this contract have joined together in the following agreement.

### **1.01 Purpose**

The declared purpose of both Parties to this Agreement is for the purpose: To promote and maintain harmonious relationships between the Employer and Employees. To define more clearly wages and conditions of employment with an amicable method of settling grievances or differences which may from time to time arise. To promote the mutual interests of Employer and Employees; and, to provide for the carrying on of the aims and objectives of the Institution under methods which will further to the fullest extent the safety and welfare of Employees, together with efficiency and economy of operations and services to the residents. It is recognized to be the duty of both parties to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.00 Bargaining Agent**

The Employer recognizes the Canadian Union of Public Employees, Local 2330, as the sole Collective Bargaining Agent of the Employees and agrees to meet with representatives from the Canadian Union of Public Employees, Local 2330 for the purpose of carrying out the terms of this Agreement.

### **2.01 Bargaining Unit**

The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local 2330, as the bargaining agent for a bargaining unit consisting of all Full-Time Employees, regular part-time Employees and Casual Employees of Maritime I.O.O.F. Home, excluding those persons excluded by Paragraphs (a) and (b) of Subsection(2) of Section 2 of the Trade Union Act, and Administrators, Registered Nurses, Office Employees, Dietary Supervisor, Environmental Supervisor, Foremen and those equivalent to the rank of Foremen and above.

## **2.02 Union Representation**

The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievance and all other dealing with the Employer. The representative shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

## **2.03 List of Officers and Representatives**

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

## **2.04 New Employees**

All new Employees shall become members of the Union after the completion of the probationary period.

## **2.05 Acquaint New Employees**

- (a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-Off and will introduce the Employee to the Site Representatives.
- (b) An officer of the Union shall be given an opportunity to interview each new Employee within regular hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

## **2.06 Designated Bulletin Boards**

The Union will be permitted to post notices of meetings and other meetings of interest to the members on a bulletin board provided for that purpose in an appropriate place on the Employer's property, provided that all such notices are signed by a Union Official.

## **2.07 No Agreements Required**

No Employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer, which may conflict with the terms of this contract.



## **2.08 Employee Lists**

In January of each year, the Employer shall provide an electronic list of Bargaining Unit members. The list will include the member's name, **primary classification**, appointment status (**including members on unpaid leave**), last known mailing address, listed telephone numbers and personal email address (if available to the Employer).

## **2.09 Regular Staff Meetings**

The Union will be provided an opportunity to make Union announcements during staff meetings, subject to providing the Employer with a summary of the intended announcement and receiving advance approval from the Employer to do so. The parties acknowledge that this provision is intended for special announcements and is not an appropriate forum for communicating routine union matters or issues relating to labour management.

## **2.10 Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union, subject to the Union receiving advance approval from the Employer, which approval shall not be unreasonably withheld.

## **2.11 Work Site Access**

Officers of CUPE Local 2330 will be given access to work sites to meet with Employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

# **ARTICLE 3 - MANAGEMENT RIGHTS**

## **3.00 Rights of the Employer**

- (a) The Union agrees that it is the right of the Employer to manage the facility in which it is engaged and without limiting the generality of the foregoing. The Employer shall have the right to:
- i) maintain order, discipline and efficiency;
  - ii) to operate and manage its business and direct the workforce in accordance with its commitments and responsibilities;
  - iii) to determine the work to be performed and establish standards, methods, procedures and schedules of operations;

- iv) to determine the qualifications, select, hire, transfer, promote, demote, layoff, suspend and discharge or otherwise discipline an Employee for just cause and to increase and decrease working forces;
  - v) to maintain reasonable rules and regulations to be observed by all Employees;
  - vi) all matters concerning the operation of the Employer's business not specifically dealt with herein, shall be reserved to be the Management's sole responsibility;
  - vii) 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.
- (b) The Employer agrees that Management's rights referred to in this Article shall be exercised in a manner fairly and reasonably and consistent with the terms of this Agreement.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.00 No Discrimination**

The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, marital status, or by reason of his/her membership in a labour union.

## **ARTICLE 5 – DEFINITIONS**

### **5.00 "Gender"**

Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa, as the context may require.

### **5.01 "Full-Time Employee"**

means an Employee who has successfully completed the probationary period and who works the regular hours of work set out in Article 11.

### **5.02 "Regular Part-Time Employee"**

means an Employee who has successfully completed the probationary period and who works less than the regular hours of work set out in Article 11. Unless otherwise indicated in specific articles, benefits under this agreement for Part-Time Employee shall be pro-rated on the basis of Regular hours paid to Full-Time hours.

### 5.03 "Casual Worker"

- (a) is a worker who works on a day-to-day basis as required and is not a member of the Bargaining Unit. Notwithstanding the above, unless otherwise stated in the Collective Agreement, the benefits under this agreement do not apply to Casual Workers. Casual workers will be paid in accordance with Schedule "A" and in lieu of benefits, Casual workers shall receive an additional 11% of pay for all hours paid (excluding overtime, banked hours cashed out and hours paid by a third party).

### "Casual Employee"

- (b) is an Employee who has successfully completed the probationary period and who works on a day-to-day basis as required.
- (c) Unless otherwise stated in the body of the Collective Agreement, the benefits under this agreement apply to Casual Employees with the exception of:

Article 10 (Layoff and Recall)

Article 11.00 (a), 11.04 (a,b), 11.09 (Hours of Work)

Article 15 (Vacations)

Article 16.01 (b), 16.02 – 16.04 (Holidays)

Article 17 (Sick Leave)

Article 18 (Bereavement Leave – Unless the Employee is already scheduled to work)

Article 20.01 and 20.04 (Maternity and Parental Leave)

Article 21 (Court Leave)

Article 22.01 (Leave for Storm)

Article 23.04 a, b (except the NSHEPP Pension Plan) and d) Workers' Compensation

Article 29.01 (Extended Health, LTD, Dental and Group Life)

Article 30.01 and 30.02 (Assignment to a Lower and Higher Classification)

In lieu of benefits, Casual Employees shall receive an additional 11% of pay for all hours paid (excluding overtime, banked hours cashed out and hours paid by a third party).

- (d) Effective the date of signing of this Collective Agreement, Casual Workers and Casual Employees with existing Vacation and Holiday banks will have a period of 12 months to draw down these banks as time off or pay. If taken as time off, it shall be taken at a time approved in advance by the Employer, subject to operational needs. In the event that Vacation or Holiday credits continue to exist beyond this twelve month period, they will be paid out by the Employer.

Effective the date of signing of this Collective Agreement, Casual Workers and Casual Employees with existing Sick Leave banks will have their sick

leave benefits frozen. These benefits will be available to the Employee when they successfully obtain a permanent position or while filling a temporary position.

**5.04 (a) “Probationary Period”**

Means the first 880 hours worked as a Casual Worker. In the event that a Casual Worker is successful in obtaining a Regular Part time or Full-Time position in advance of achieving 880 hours, they will have their total hours worked halved and will remain on probation until their casual probation hours and Regular Part time or Full-Time hours total 440.

**(b) Grandfathering Clause for Probationary Period**

Existing Casual Workers who have worked at least 880 hours over the twelve (12) months prior to **November 22, 2013** will be deemed to have completed the Probationary Period and are Casual Employees. Existing Casual Workers who have worked less than 880 hours over the twelve (12) months prior to **November 22, 2013** will have the hours worked in that period credited towards the calculation of their Probationary Period.

**5.05 “Temporary Vacancy”**

- (a) is a vacant position for a designated period in excess of four (4) months
- (b) Casual Employees, Regular Part-time or Full-Time Employees filling temporary vacancies will maintain their Employment status for the duration of the temporary vacancy.

**5.06 “Day” or “Holiday”**

includes only for those shifts which commence on the calendar date of the Day or Holiday.

**5.07 “Business Day”**

means Monday to Friday excluding Holidays.

**5.08 “Union”**

means the Canadian Union of Public Employees, Local 2330.

**5.09 “Employer”**

means Maritime I.O.O.F. Home and includes any agents or representatives it may appoint.

**5.10 “Mutually Agreed”**

means a temporary agreement between a Employee and the Employer.

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

means a written agreement between the Employer and the Union.

**5.12 “Spouse”**

means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex spouse for the purposes of this Agreement.

**5.13 “Regular Hourly Rate”**

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

**5.14 “Date of Hire”**

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

**5.15 “Date of Employment”**

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

**5.16 “Increment Advancement Date”**

Employees shall progress on a year-to-year basis along the increment scale by moving the Employee to the next increment step, where applicable, on the Employee’s date of employment. This shall be the Employee’s increment date.

**5.17 “Employment Status”**

means an Employee’s job defined as a percentage of full-time hours as set out in the appointment letter.

**ARTICLE 6 - UNION REPRESENTATION & UNION LEAVES**

**6.00 Right to Union Representation**

The Union will appoint, and the Employer will recognize a Grievance Committee consisting of three (3) members representing all Employees within the scope of this Agreement to deal with complaints and grievances.

**6.01 Permission to Leave Work**

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

## **6.02 Discharge, Suspension and Discipline**

- (a) An Employee shall be advised of their right to have a shop steward present at a meeting called for disciplinary purposes and in those cases when Employees refuse representation, the Union shall be advised of the results of any such meeting.
- (b) Any disciplinary action against an Employee involving suspension or discharge of employment shall be in writing to the Employee, and copied to the Union.

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

- (a) Upon the request of the Executive Committee and subject to reasonable advance written notice being given, up to three (3) Employees may receive leave of absence without pay to attend to legitimate local union business, subject however to the requirements of the Employer. Not more than one (1) of these Employees will be from a particular department or nursing unit. Such request shall not be unreasonably withheld.
- (b) Upon the request of the Executive Committee and subject to reasonable advance written notice being given, up to three (3) Employees authorized to represent Local 2330 at any three (3) labour conventions in any one (1) year, may receive leave of absence without pay, subject however to the requirements of the Employer. Not more than one (1) of these Employees will be from a particular department or nursing unit. Such request shall not be unreasonably withheld.

## **6.04 Pay Continuation & Reimbursement**

It is agreed between the Employer and the Union that the Employer will pay an Employee's lost wages and benefits when said Employee is off work on Employer approved Union leave with an approved Union Activities Request Form. The Employer will forward an invoice to the Secretary-Treasurer of Local 2330. The Union agrees to reimburse the Employer within thirty (30) days of invoice being supplied, of all costs relating to the wages and benefits for the time off.

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

### **7.00 Deduction of Dues**

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

### **7.01 Submission of Dues**

Union dues deductions shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the month following, accompanied by a list of the

names of the Employees from whose earnings the deductions were made as well as the last known mailing address and Employees' listed telephone numbers.

### **7.02 Annual Statement**

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

### **7.03 Employer Indemnity**

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

## **ARTICLE 8 – SENIORITY**

### **8.00 Seniority Defined**

- (a) Seniority shall be established on the basis of the date of hire. Seniority shall operate on a bargaining unit wide basis.
- (b) When two or more persons have the same date of hire, seniority will be established based on their date of employment.

### **8.01 Seniority Roster**

- (a) A seniority roster of all Employees covered by this Agreement showing name, classification and date of hire shall be revised and posted in January of each year and shall remain posted, and a copy sent to the Union.
- (b) A thirty (30) day protest period shall be allowed following such posting. Upon presentation or proof of error by an Employee, or the Union, or the Employer, the seniority roster shall be corrected.
- (c) Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

## **ARTICLE 9 - GRIEVANCE & ARBITRATION**

### **9.00 Grievance Defined**

- (a) A grievance is any dispute or difference arising out of the interpretation, application or administration of this Agreement or any allegation that this Agreement has been violated, or any question as to whether a matter is arbitrable.

- (b) Where an Employee, group of Employees, the Union or the Employer files a grievance, the grievance shall be indicated promptly to the other in writing.
- (c) After a grievance has been initiated by the Union, the Employer or their representative shall not enter into discussion, negotiations with respect to the grievance either directly or indirectly with the aggrieved Employee, without consent of and witnessed by the Union. Violation of this section shall result in the grievance being allowed.
- (d) The Union and its representatives shall have the right to originate a grievance on behalf of an Employee or group of Employees to seek adjustment with the Employer in the manner provided in the grievance procedure.

### **9.01 Grievance Procedure**

The procedure for processing any grievance shall be as follows:

- Step 1: Both parties recognize the benefit of solving differences or disputes as quickly as possible and therefore encourage Employees to discuss such issues with their immediate supervisor within five (5) business days of the event giving rise to the difference or dispute. If this discussion does not resolve this issue, it may be referred to Step 2, within five (5) days of the discussion.
- Step 2: Failing the resolution of the matter at the discussion stage in Step 1, the grievance shall be submitted to the Director in writing on a grievance form giving details of the alleged violation, the article(s) violated and the redress sought Within five (5) business days of receipt of the grievance, the Site Representative, Grievor and Shop Steward shall meet with the Director to discuss the grievance. The Director shall reply in writing within five (5) business days following the meeting.
- Step 3: If the reply at Step 2 is not satisfactory, the grievance may be forwarded within a further five (5) days to the Administrator. The Administrator shall have a meeting with the Grievor and representatives of the Union within five (5) business days of receiving the grievance and shall render his written decision within five (5) business days of the meeting. If the reply is not satisfactory, the Union may, within twenty (20) additional business days, give written notice of its intention to refer the grievance to arbitration as provided for elsewhere in this Agreement.



## **9.02 Accelerated Steps**

The following types of grievances may commence directly at Step 3:

- (a) grievances related to suspensions and / or discharge;
- (b) grievances where a dispute involves a question of general application or interpretation of the Collective Agreement;
- (c) policy grievances or grievances involving a group of Employees or the Union;
- (d) grievances concerning layoffs and recalls.

## **9.03 Grievance by the Employer**

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

## **9.04 Time Limits**

- (a) If a complaint is not submitted to arbitration or advanced from one step to another within the time limit specified in this Article, or is not mutually agreed between the parties to be extended, the grievance shall be deemed abandoned and all rights to the grievance procedure shall expire. If the time limits have not been waived by mutual agreement between the parties, the Employer may refuse to process or adjust any grievance which has not progressed within the time limits required by this Article.
- (b) When the Administrator is away or the Site Representative of the Local is away, the time limits fixed in this Article will be automatically extended for any outstanding grievance/arbitration case until such time as the Administrator or the Site Representative of the Local resumes their normal duties provided that the intention and issue for discussion is stated and dated in writing to the Administrator's office within the time limits.

## **9.05 Selection of Arbitrator**

- (a) In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator unless it is mutually agreed between the Parties that the case should be heard by a three (3) person Board of Arbitration.
- (b) A single Arbitrator shall be selected within ten (10) business days of the receipt of the notice of arbitration. In the event of failure to agree, the Minister of Labour of the Province of Nova Scotia may, upon the application of either Party, shall appoint an Arbitrator.

## **9.06 Selection of the Arbitration Board**

The Arbitration Board shall be selected as follows:

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

## **9.07 Rendering Arbitration Decision**

After an Arbitrator or Board of Arbitration is chosen, the Arbitrator or Chairman shall convene a meeting to hear evidence from both parties with respect to the matter in dispute. Within fifteen (15) days of the hearing, a decision shall be rendered which shall be final and binding on the parties.

## **9.08 Decision of the Board**

- (a) The decision of the Arbitrator or 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.
- (b) The decision of the Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed.
- (c) The Arbitrator or Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make decisions contrary to the provisions of this Agreement.
- (d) Whenever the incident causing the grievance includes a loss of earnings or loss of benefits, the arbitrator or arbitration board, as the case may be, is empowered to order that such loss or part of such loss shall be reimbursed or restored to the Employee(s).
- (e) In cases involving alleged offenses under the Criminal Code, whereby the offense has placed the Home or residents at risk, and where a decision is rendered by the Court, that decisions shall not be altered by virtue of an arbitration hearing. If the Employee is found guilty under the Criminal Code, then the Board or Arbitrator cannot order reinstatement.

## **9.09 Arbitration Fees**

Each Party shall pay the fees and expenses not paid by the Province for an Arbitrator it appoints and/or one-half (½) for the Chairman or single Arbitrator.

## **ARTICLE 10 - LAYOFF & RECALL**

### **10.00 Definition of Layoff**

A layoff shall be defined as a reduction in the workforce or a reduction of the regular hours of work for a full-time or part-time Employee.

### **10.01 Order of Layoff**

Both parties recognize the principle that job security shall normally increase in proportion to length of service. Therefore, in the event of a reduction of Employees in a classification, the Employee notified to be laid off shall be the least senior in that classification.

### **10.02 Displacement Procedure**

Layoffs for full-time or part-time Employees will be in the reverse order of seniority of specific classifications. Laid off full-time or part-time Employees shall have the right to displace a less senior full-time or part-time Employee in another classification provided that the Employer is satisfied that the displaced full-time or part-time Employee(s) possesses the required skills, ability and qualifications and provided that they have greater seniority than the person being displaced. Any displaced Employee shall be entitled to displace a less senior Employee in accordance with this article. This shall not apply for displacements into positions with a greater status (i.e. part-time cannot bump to a greater number of guaranteed hours or to full-time).

### **10.03 Notice of Layoff**

Four (4) weeks' written notice of layoff shall be given to Employees except layoffs as a result of labour disputes or circumstances beyond the control of the Employer, in which case as much notice as possible shall be given.

### **10.04 Order of Recall**

Employees shall be recalled up to their prior status (i.e. part-time cannot be recalled to a greater number of guaranteed hours or to full-time) in order of their bargaining unit wide seniority provided that they are immediately able to fully and competently perform the work with orientation.

### **10.05 Recall Procedure**

- (a) An Employee shall be notified of the opportunity for recall in the most expeditious manner possible.
- (b) The Employee shall then indicate to the Employer within five (5) calendar days of receipt of the recall notice, the intention to either accept or decline the recall. Failure to notify the Employer shall be a resignation. If the Employee accepts the recall, the Employee must be available to return to work within fourteen (14) calendar days of the notice of recall. If the Employee rejects the opportunity for recall, the Employee shall be continued on the layoff/recall list.
- (c) Three (3) successive refusals of recall opportunities may result in the Employee being removed from the layoff/recall list and shall result in the forfeiture by the Employee of all recall rights in this Agreement. If an Employee refuses to work a casual shift, such refusal shall not be deemed to be a recall refusal.
- (d) Employees are responsible for leaving their current address and phone number with the Employer.

### **10.06 Casual and Temporary Shifts during Layoff**

- (a) At the Employer's discretion an Employee on layoff may be assigned to work shifts on a casual or temporary basis whereby the Employee's status as a laid off Regular Employee shall not change. The total of the days worked by a bargaining unit Employee on layoff in a Casual or Temporary position for a period of less than six (6) months shall extend the recall period as set out in Article 14.00 (e) by that total number of days worked.
- (b) An Employee recalled to a temporary position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

### **10.07 New Employee Hiring**

No new Employees shall be hired to fill a Regular position until those Employees laid off have been given an opportunity for recall provided that they are immediately able to fully and competently perform the work with orientation.

### **10.08 Grievances Concerning Displacement**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

## **10.09 Notice of Layoff to the Union**

The Employer shall notify the Union of a pending layoff in advance as soon as is reasonably possible.

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

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

- (a) The regular hours of work for Full-Time Employees shall normally consist of eight (8) hour shifts or another combination of shifts that averages eighty (80) hours bi-weekly.
- (b) With Union approval, the Employer may institute shift lengths that deviates from the normal eight (8) hour shifts.

### **11.01 Rest Breaks**

Each four (4) hours worked shall include one (1) fifteen (15) minute rest period.

### **11.02 Meal Breaks**

Employees working at least a four (4) hour shift shall also be provided with at least one (1) meal break calculated on the basis of fifteen (15) minutes for each (4) hours worked.

### **11.03 Work Week**

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

### **11.04 Scheduling Hours of Work**

- (a) The hours of work shall be posted four (4) weeks in advance of the schedule to be worked.
- (b) The schedule will cover a period of not less than two (2) weeks nor more than four (4) weeks with the exception of the schedule covering summer season and covering the Christmas season which shall normally be posted in accordance with the Vacation Scheduling Article.

### **11.05 Overtime Defined**

- (a) Any work performed in excess of eight (8) hours per day, or eighty (80) hours in a two (2) week period, at the request of management, shall be paid at the rate of time and one-half (1 ½) the regular rate or one and one-half (1 ½) days off in lieu of payment, as **determined by the Employee. Access to time banked in lieu will be scheduled in accordance with Article 11.10 (b).**

- (b) Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime exceeds fifteen (15) minutes, the overtime rates shall apply for the total time worked.
- (c) Except in extenuating emergency circumstances all overtime must be authorized by the Employer in advance.

#### **11.06 Meal During Overtime**

The Employer agrees to provide a meal at no cost to an Employee who has to work a double shift, or at least four (4) hours beyond their assigned shift.

#### **11.07 Call Back Reporting**

- (a) When an Employee is required to report back to work on the same day after leaving the premises of the Employer following completion of a shift, the Employee shall be paid a minimum of four (4) hours at straight time rates for the extra time worked or time and one-half for all overtime worked, whichever is greater.
- (b) Paragraph (a) shall not apply to a Part-Time and Casual Employee who agrees to work additional shifts unless the time worked in a two (2) week period is in excess of eighty (80) hours in a bi-weekly pay period.

#### **11.08 Changes to Daylight Savings Time**

- (a) The changing of daylight saving time to standard time, or vice versa, shall result in Employees being paid for the actual hours worked.
- (b) Where an Employee is short an hour as a result of the changing of daylight saving time to standard time, or vice versa, the Employee can draw the hour from accumulated banked overtime, holiday time or vacation
- (c) Nothing in this Article shall result in overtime pay entitlements.

#### **11.09 Part-Time Employees Additional Shifts**

The provision of Overtime and call-back shall not apply to part-time Employees assigned to work shifts in addition to those for which the Employee was scheduled on the posted schedule except when the Employee is requested by Management to work hours in excess of the scheduled shift (8 hours) or in excess of the bi-weekly hours (80 hours).

#### **11.10 Lieu Hour Bank**

- (a) **The Employer will maintain a lieu hour bank for each employee. Appropriate lieu hours are overtime hours accrued under Article 11.05 (a), or straight time hours earned while active on an approved Committee or while voluntarily attending staff meetings. Lieu hours can be withdrawn as time off or as a lump sum payment. An Employee**

may accumulate a bank of lieu hours to a maximum of forty (40) hours, after which additional hours accumulated will automatically be paid out. All unused accumulated lieu hours will be paid out at the completion of each fiscal year.

- (b) In lieu hours are taken as time off, such hours will be scheduled at a time mutually agreeable to the employee and Employer.

## **ARTICLE 12 - POSTING VACANCIES**

### **12.00 Posting Vacancies**

- (a) A notice shall be posted where the Employer determines that:
  - i) A regular vacancy exists; or
  - ii) A new position is created; or
  - iii) A temporary vacancy exists.
- (b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.
- (c) Interested parties must make written application within the period specified in the notice.
- (d) Vacancies of more than two (2) weeks but less than four (4) months can be filled by the Employer and Senior Employees will be given preference to move into vacancies / classifications within the department in which the vacancy occurs, subject to Article 12.04, and the resulting vacancy is then made available to less senior staff.
- (e) Appointments from within the bargaining unit shall be made within two (2) weeks after the expiry of the posting period and the vacancy shall be filled within one (1) week of appointment.

### **12.01 No Outside Advertising**

No outside advertising for any vacancy shall be placed until the applications of present union members have been fully considered.

### **12.02 Notice of Posting**

The notice of posting shall indicate the classification and employment status of the position and the qualifications required. Such qualifications shall not be established in an arbitrary or discriminatory manner.

### **12.03 Union Notification**

The Employer shall notify the Union of staffing changes as a result of this section.

#### **12.04 Role of Seniority**

- (a) The principle of promotion within the service of the Employer is that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications in that department in accordance with this article.
- (b) In layoffs, vacancies, re-hiring, or promotions to a higher classification, all other considerations being equal, qualifications and length of service shall be the determining factors.
- (c) If no Employee is appointed to a vacancy, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. If granted the job, the Employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the Employee shall revert to his/her former position and salary.
- (d) **The Employer will provide in-house training to interested staff in order to assist them in preparing for job applications. This training will be provided two (2) times during the term of this Agreement.**

#### **12.05 Reverting to Former Position**

- (a) Any Employee filling a temporary vacancy must complete at least sixty (60) calendar days of the time posted before being eligible for any other, excepting permanent posted vacancies or temporary vacancies of greater length.
- (b) Regular Employees who are selected for temporary vacancies shall revert to their former position and status upon completion of the temporary work.

#### **12.06 Trial Period**

The successful applicant shall be placed on trial for the greater period of three hundred and sixty (360) Hours Worked during which time the Employee will receive the necessary training for the position. The placement shall be conditional on satisfactory job performance. In the event the Employer determines that the successful applicant proves to be unsatisfactory in the performance of the duties of the new position or the Employee chooses to return to their former position during this period, then the Employee shall be returned to their former position and wage rate without loss of seniority. Any other Employee promoted or transferred because of this arrangement shall also be returned to their former position.



## ARTICLE 13 – PROBATIONARY PERIOD

### 13.00 Probationary Period

- (a) Upon employment, all newly hired workers shall be required to serve the probationary period.
- (b) Until a worker successfully completes the probationary period, the worker shall have no seniority and are not entitled to Union protection and shall have no access to the grievance procedures.
- (c) After the successful completion of the probationary period, seniority shall be established on date of hire.

## ARTICLE 14 – LOSS OF SENIORITY & EMPLOYMENT

### 14.00 Loss of Seniority and Employment

An Employee shall cease to be an Employee and thus forfeit seniority rights and employment in the event that such Employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns in writing and does not withdraw the resignation within two (2) days;
- (c) is absent from work in excess of five (5) business days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible;
- (d) fails to return to work within eight (8) calendar days following a layoff and after being notified by Registered Mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address. An Employee recalled for casual work or employment of one (1) month or less at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work;
- (e) is laid off for a period longer than twelve (12) months;
- (f) fails to return from an authorized leave of absence or takes other employment fraudulently while on an authorized leave of absence;
- (g) retires from employment;
- (h) A Casual Employee shall cease to be an Employee and thus forfeit seniority rights and employment in the event that:
  - i) there is a lack of work for a period of 90 days or longer;
  - ii) the Casual Employee is not reasonably available to replace the

- iii) Temporary, Regular Part time or Full Time Employees;  
the Casual Employee resigns.

## **ARTICLE 15 - VACATIONS**

### **15.00 Vacation Entitlements**

- (a) The Employer agrees that Employees who have completed more than three (3) months continuous service but less than twelve (12) months continuous service shall be granted one (1) day's vacation with pay for each twenty-two (22) days or one hundred seventy-six (176) hours worked to a maximum of ten (10) days vacation. These Employees shall take their vacations during the vacation year, as defined herein.
- (b) Employees having completed one (1) year's continuous service shall be granted two (2) weeks' vacation with pay or four percent (4%). These Employees shall take their vacations during the vacation year.
- (c) Employees having completed three (3) years continuous service shall be granted three (3) weeks' vacation with pay or six percent (6%), the first two (2) weeks of which shall be consecutive and the third week will be given at a time convenient to the Employer during the vacation year. These Employees shall take their vacations during the vacation year.
- (d) Employees having completed eight (8) years continuous service shall be granted four (4) weeks' vacation with pay or eight percent (8%), the first three (3) weeks of which shall be consecutive and the fourth week will be given at a time convenient to the Employer during the vacation year. These Employees shall take their vacations during the vacation year.
- (e) Employees having completed fifteen (15) years continuous service shall be granted five (5) weeks' vacation with pay or ten percent (10%), the first three (3) weeks of which shall be consecutive and the fourth and fifth weeks will be given at a time convenient to the Employer during the vacation year. These Employees shall take their vacations during the vacation year.

### **15.01 Work During Vacation**

No Employee shall be required to work during a scheduled vacation period. However, should an Employee agree to work when requested during scheduled vacation, the Employee shall be paid at time and one-half (1½) the regular rate of pay plus one (1) vacation lieu day off for each day worked. The lieu day(s) shall be taken at a time mutually agreed.

## **15.02 Vacation Scheduling**

- (a) The Employer will post a list of Employee vacation entitlements no later than April 15<sup>th</sup> of each year.
- (b) Employees may request their preference for summer vacation time off provided such requests are made no later than May 1<sup>st</sup> of each year. Where a conflict arises between the requested vacation period of two or more Employees made prior to May 1<sup>st</sup> of each year, the conflict will be resolved on the basis of seniority.
- (c) For scheduling vacation time off other than summer vacation time off, the Employer shall make a reasonable effort to accommodate the request for vacation leave subject to operational requirements. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of first come first served.
- (d) The parties recognize that it may be more difficult for the Employer to accommodate vacation requests during the peak period of December 15<sup>th</sup> to January 15<sup>th</sup>. However, Employees may request vacation during this period, and such requests will be approved or denied, subject to operational requirements, which may include but not be limited to resource availability, anticipated operational needs and operational costs.
- (e) The Employer will post a summer vacation schedule no later than May 15<sup>th</sup> of each year.

## **15.03 Annual Vacation Cut Off Date**

The cut-off date for using accumulated vacation credits shall be at the end of the last pay period in March of each year.

## **15.04 Vacation Year Defined**

The Vacation Year shall be April 1st to March 31<sup>th</sup>.

## **15.05 Vacation Pay Advance**

**Providing that two (2) weeks' notice is given, vacation pay will be paid at the start of the vacation period.**

## ARTICLE 16 - HOLIDAYS

### 16.00 Holidays

The following **twelve (12)** calendar dates shall be recognized as Holidays:

- |  |                                     |
|--|-------------------------------------|
| 1. New Year's Day  | 7. 1 <sup>st</sup> Monday in August |
| 2. <b>Heritage Day (3<sup>rd</sup> Monday in February)</b> | 8. Labour Day                       |
| 3. Good Friday   | 9. Thanksgiving Day                 |
| 4. Easter Monday   | 10. Remembrance Day                 |
| 5. Victoria Day  | 11. Christmas Day                   |
| 6. July 1 <sup>st</sup>                                    | 12. Boxing Day                      |

### 16.01 Holiday Entitlements

- (a) An Employee working on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Employee's regular rate of pay.
- (b) Paid holiday leave credits shall be earned by an Employee on the basis of hours paid (excluding overtime, banked hours cashed out and hours paid by a third party). An Employee shall accumulate entitlement on the basis of one (1) hour of holiday credit for each **twenty-one point sixty-six 21.66** hours paid to a maximum accrual of **ninety-six (96)** hours of holiday credits in a fiscal year period.

### 16.02 Scheduling Holiday

- (a) Accumulated paid holiday leave credits shall be scheduled as paid hours off at a time mutually agreed.
- (b) **On an alternating basis**, an Employee shall have Christmas Day or New Year's Day off unless otherwise mutually agreed. Subject to operational requirements, Employees who have Christmas Day or New Year's Day scheduled off may, upon request, also have December 24<sup>th</sup> or December 31<sup>st</sup> respectively scheduled off.
- (c) **Employees may request their preference for Holiday time off provided such requests are made by November 1<sup>st</sup> of each year. The Employer will post completed Holiday schedules no later than November 30<sup>th</sup> of each year.**
- (d) The use of these credits will be as mutually agreed.
- (e) As far as possible, holidays shall be scheduled in a manner that will least interfere with the efficient operation of Maritime I.O.O.F. Home. **Subject to Article 16.02(b)** preference for holiday time will be on a seniority basis as far as possible.

### **16.03 Maximum Holiday Accumulation**

- (a) Employees may be permitted to carry an accumulation of up to forty (40) accrued Holiday hours into the next fiscal year.
- (b) On March 31st of each calendar year, management shall have the right to pay an Employee at their regular rate of pay for any holiday credits which are not subject to the above carry-over provisions.

### **16.04 Paid Sick Leave on Holidays**

When an Employee has a holiday scheduled and the Employee becomes sick prior to the holiday and provided the Employee provides the Employer with a Doctor's Certificate, acceptable to the Administrator, the Employee shall be permitted to cancel the holiday and reschedule the holiday at a later date.

## **ARTICLE 17 – SICK LEAVE**

### **17.00 Annual Paid Sick Leave**

- (a) Eighteen (18) sick days will be awarded to permanent Full-Time Employees per year with pro-ration for Regular Part-Time Employees. Unused sick days per year will be carried over to a maximum of ninety (90) days in total. This carryover will help bridge the six-month waiting period as required for LTD. Any days left in the bank, if an Employee leaves the Employer's employment, retires or is terminated will automatically cease.
- (b) For the purpose of accounting and proper recording, the above eighteen (18) days will be earned at the rate of 1.45 days for each one hundred sixty-five (165) hours worked, for Full-Time and Regular Part-Time Employees.

### **17.01 Regular Attendance at Work**

- (a) The Union agrees to cooperate fully in the promotion of punctuality and elimination of tardiness.
- (b) Subject to Article 17.03, sick leave is an indemnity benefit which can be accessed for the limited purpose of helping Employees through periods of absenteeism due to illness or injuries.

### **17.02 Statement of Sick Leave Credits**

The Employer shall provide the Employee with a statement of the Employee's sick leave credits upon request.

### **17.03 Illness in the Family**

Where no one other than the Employee can provide for the needs during the illness of a spouse, children residing with the Employee, or mother or father, the Employee shall be entitled after notifying the Employer, to use a maximum of three (3) days accumulated sick leave for this purpose, in each contract year.

### **17.04 Medical Certificates**

Notwithstanding the current practice allowing Employees to provide an explanation of their sick leave absence, the Employer reserves the right to request a medical certificate be submitted by 4:00 p.m. on the Wednesday following the pay period in which the sick time was taken. In cases where the medical certificate has not been provided, the period of absence will not be paid. It shall be the responsibility of each Employee to have an annual medical examination and submit a Doctor's report of such examination to the Employer on each anniversary of the date of employment. The Employer will pay the cost of such medical examination to a maximum of \$25.00 per year.

### **17.05 Preventive Medical Leave**

After notifying the Employer of the need to do so, Employees shall be allowed to use up to sixteen (16) hours of credited sick leave per year for the purpose of engaging in and facilitating the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she becomes aware of his/her need for personal medical, dental care for a shift the employee is scheduled to work. Such leave shall not be unreasonably denied.

## **ARTICLE 18 - BEREAVEMENT LEAVE**

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

If a death occurs in the immediate family of the Employee when the Employee is at work, then the Employee shall be granted bereavement leave with pay for the remainder of his/her tour of duty for that day.

### **18.01 Immediate Family**

- (a) If a death occurs in the immediate family of an Employee, the Employee shall be granted five (5) consecutive days bereavement leave without loss of regular pay commencing on the calendar day following the day of the death of the family member.
- (b) For the purpose of ascertaining bereavement leave with pay, the members of an Employee's immediate family shall include: parent or step-parent, child, brother, sister, husband, mother-in-law, father-in-law, common-law

spouse, grandchild, grandparent, step-child.

- (c) Part-time Employees shall receive bereavement leave in accordance with this section provided that the said Employee was scheduled to work on the days that the bereavement occurred.

#### **18.02 Other Bereavement Leave Entitlements**

- (a) One (1) day bereavement leave shall be granted for sister-in-law and brother-in-law; one (1) day for aunt and uncle, to attend the funeral.
- (b) Employees shall receive an additional one (1) day concurrent bereavement leave as covered under Article 18.01 (a) if funeral occurs outside the Atlantic Provinces.
- (c) Should a death occur, which is covered by the bereavement clause, during an Employee's scheduled vacation or holidays, then the vacation or holidays during this period should be returned to the Employee's accumulation for rescheduling at a later date.

### **ARTICLE 19 - COMPASSIONATE CARE LEAVE**

#### **19.00 Compassionate Care Leave Defined**

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- (a) the spouse of the Employee,
- (b) a child of the Employee or a child of the Employee's spouse,
- (c) a parent of the Employee,
- (d) the spouse of a parent of the Employee, or
- (e) any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate.

## **19.01 Duration of Compassionate Care Leave**

- (a) Employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:
  - i) the recipient of the care or support dies, or
  - ii) the expiration of the twenty-six (26) week period.
- (b) An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

## **ARTICLE 20 - PREGNANCY, PARENTAL & ADOPTION LEAVE**

### **20.00 Pregnancy Leave**

- (a) The Employer will provide maternity, pregnancy, parental and adoption leave according to current EI regulations and Labour Standards legislation for the Province of Nova Scotia.
- (b) The Employer may require medical verification of the Employee's condition prior to such leave of absence and also may require further medical verification at the conclusion of the period of the leave of absence that the Employee is physically able to resume normal duties upon return.
- (c) Notwithstanding the above, the Employer may require a pregnant Employee, who has been employed by the Employer for at least one (1) year, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected.
- (d) Employees are to notify their respective supervisor immediately on the fourth (4th) month of pregnancy as to when leave of absence will commence.
- (e) While on Pregnancy, Parental Leave or Adoption Leave, an Employee shall continue to accrue and accumulate service and seniority credits at the same



rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.

- (f) Notwithstanding the above, for the purpose of benefit calculations, the weeks on Pregnancy Leave shall be considered time worked. Benefits include vacations, holidays and sick leave accumulations. For the sake of clarity, time spent on parental or adoption leave shall not be considered time worked and Employees shall not accrue benefits during those leaves.
- (g) Notwithstanding the above, and subject to the eligibility requirements of the Defined Benefit Pension Plan, if an Employee chooses to continue to participate in the Defined Benefit Pension Plan, the Employer will continue to make contributions for the weeks of Pregnancy Leave.

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

While an Employee is on pregnancy or parental 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 share of the premium costs for maintaining such coverage for which the Employee is eligible during the period of leave.

#### **20.02 Parental Leave**

The Employer will grant Parental Leave as per the Employment Insurance (EI) and Labour Standards legislation.

#### **20.03 Adoption Leave**

The Employer will grant Adoption Leave as per the Employment Insurance (EI) and Labour Standards legislation.

#### **20.04 Maternity Leave without Pay**

Maternity Leave without pay shall be granted after one (1) year of service from the date of employment.

### **ARTICLE 21 - COURT LEAVE**

#### **21.00 Court Leave of Absence**

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

- (a) to serve on a jury; or

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

#### **21.01 Deductions of Court Fees**

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

### **ARTICLE 22 - OTHER LEAVES OF ABSENCE**

#### **22.00 Education Leave**

- (a) The Employer shall provide and fund any Employer required training/education for an Employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Employee.
- (c) If the Employer permits, an Employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The Employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

#### **22.01 Leave of Absence Without Pay**

Leave of absence without pay may be granted by the Employer for any other reason as mutually agreed.

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

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

- (a) take the absent time as unpaid; or

- (b) deduct the absent time from accumulated overtime, holiday time or vacation; or
- (c) when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.
- (d) An Employee must indicate the option chosen, in writing (by letter, fax or email) within 24 hours of the verbal request, unless such notification was not reasonably possible.

## **ARTICLE 23 - HEALTH & WELFARE**

### **23.00 Joint Occupational Health and Safety Committee**

- (a) **Establishment of Committee**  
The Union and the Employer, in accordance with the Nova Scotia Occupational Health and Safety Act, shall cooperate in establishing rules and practices which promote a safe and healthy workplace.
- (b) The respective Union and Employer caucuses will approach members of their caucus who have missed three (3) consecutive meetings without acceptable written reason and will either replace or remind the member of their responsibility.
- (c) **Composition of Committee**  
A Health and Safety Committee (known as the Joint Occupational Health & Safety Committee) shall be established composed of an equal number of representatives from the Union and the Employer. The Committee shall hold meetings monthly, or as otherwise agreed by the Committee, for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices and to make recommendations to improve existing health and safety conditions and practices.
- (d) Minutes shall be taken of all meetings and copies shall be posted in the workplace.
- (e) **Pay Provision**  
Time spend by members of the Committee in the course of their duties shall be considered as time worked.
- (f) **Right to Refuse**  
No Employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace while that Employee is following the process established under the Occupational Health and Safety Act.

### **23.01 Injured on the Job**

An Employee who is injured in the performance of job duties will immediately report the incident to the Employer. If the Employee is required to leave for treatment or is sent home as a result of such injury, they shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the Employee is fit for further work on that shift.

### **23.02 Transportation**

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.

### **23.03 All Legislation Applicable**

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved upon through direct Employer-Union negotiations or through the terms of reference as provided to the Committee.

### **23.04 Workers' Compensation**

- (a) When an Employee excluding a Casual 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 his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the Employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's accumulated sick leave credits are exhausted, the supplement shall cease and the Employee shall be paid only the Workers' Compensation benefits.
- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65%/35% and Group Life 50%/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

- (c) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An Employee who participates in an ease back or return to work program following a period of Workers' Compensation benefits shall be paid his/her regular hourly rate for all time spent at the workplace unless the Employee continues to receive Workers' Compensation benefits for the time period.
- (f) An Employee shall not accrue any other benefits while on Workers' Compensation.

(g) **Top Up Supplement on Benefits**

1. **Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (TERB) received by WCB to the net pre accident earning.**
2. **If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.**
3. **If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.**

(h) **Waiting Period**

1. **In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.**
2. **In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer**

with reimbursement of the WCB TERB for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2-day period.

3. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two-day waiting period.
4. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in his/her bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
5. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in his or her sick leave bank and the total hours or dollars of sick time used to provide top up during his or her absence on WCB.

## **ARTICLE 24 - UNION MANAGEMENT COMMITTEE**

### **24.00 Representation on the Committee**

A Labour Management Committee is to be established consisting of not less than two (2) nor more than four (4) representatives of both the Employer and of the Union. The parties shall inform each other in writing of the names of the persons appointed to the Committee.

### **24.01 Frequency of Meetings**

This Committee will meet at least quarterly, providing notice is given by one of the parties, requesting such meeting and setting out in an agenda the matters to be considered at the meeting.

### **24.02 Notice of Meetings**

Such notice to be given one (1) week prior to a mutually agreeable meeting time and date. The meeting will last no more than one (1) hour duration, unless the time is extended as mutually agreed between the parties.

### **24.03 Purpose of the Committee**

- (a) The purpose of this Committee is to meet and discuss problems and concerns of both parties so that better relations shall exist between the Employer and the Employees.

- (b) The Committee may discuss all questions involving working conditions and improved service to the public and the residents, but such meeting will not be subject to discussion of matters properly falling under the Grievance Procedure.
- (c) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Each member of the Committee and the CUPE representative shall receive signed copies of the minutes, and minutes to be posted on the staff bulletin board.

#### **24.04 Loss Time with Committee**

Time spent in Committee meetings will be paid at straight time rates and will not count as hours worked for purposes of overtime calculations.

### **ARTICLE 25 - PERSONNEL FILES**

#### **25.00 Review of Personnel File**

- (a) Upon request, an Employee shall be permitted to view the Employee's personnel file, during normal working hours and in the presence of someone appointed by the Employer.
- (b) The Employee shall also have the right to Union representation when viewing the Employee's personnel file.
- (c) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.
- (d) No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware of at the time of filing.
- (e) An Employee shall have the right to make copies of any material contained in his/her personnel record.
- (f) An Employee shall have the right to respond in writing to any document contained in the Employee's personnel file.

#### **25.01 Purging Personnel File**

This Article shall be applicable to any complaint or accusation, which may be detrimental to an Employee's advancement, or standing with the Employer, whether or not it relates to his/her work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record. Such a report of an Employee shall not be used against his/her record at any time after twelve (12) months for a letter of reprimand and eighteen (18) months

following a suspension or disciplinary action. In one (1) year involving suspension, an evaluation of related work performance will be added to the Employee's file.

## **ARTICLE 26 - GENERAL PROVISIONS**

### **26.00 Damaged Personal Effects**

- (a) Subject to clauses (b) and (c), where an Employee in the performance of his/her duty, suffer any personal loss, and where such loss was not due to the Employee's negligence, the Employer will compensate the Employee for any loss suffered.
- (b) All incidents of loss suffered by an Employee shall be reported in writing within two (2) days of the incident to the Administrator or his designated representative.
- (c) This provision shall only apply in respect of personal effects which the Employee would reasonably have in his/her possession during the performance of his/her duty.
- (d) Proof of loss and proof of replacement shall be presented to the Administrator within two (2) weeks of the incident.
- (e) Such loss shall be of a nature and kind not covered as an act of nature.

### **26.01 Work Attire**

The Employees will maintain maximum neatness and cleanliness at all times when on duty in accordance with the type of work performed.

### **26.02 Retirement**

The parties acknowledge that Employees may retire for age, mental or physical disability in accordance with CPP or when benefits are accessed in accordance with the NSHEPP.

### **26.03 Rights or Privileges**

Any rights or privileges presently enjoyed by and all responsibility now performed by the Employees but not specifically referred to in this Agreement shall continue in effect.

### **26.04 Notice of Resignation**

**The parties expect all Employees to provide four (4) weeks' notice of resignation of their employment.**



## **ARTICLE 27 – NO STRIKE**

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

The Employer agrees that there shall be no lockout of Employees and the Union agrees there shall be no strike, slowdown or other collective action, which will stop, curtail or interfere with the operation of the Employer during the term of this Agreement.

## **ARTICLE 28 – NO CONTRACTING OUT**

### **28.00 Restrictions on Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union Employee during the life of this Agreement.

## **ARTICLE 29 - GROUP BENEFITS AND PENSION**

### **29.00 Pension Plan**

The Employer agrees, subject to the eligibility requirement of the plan to enrol CUPE Local 2330 members in the NSHEPP Pension Plan. The Parties acknowledge the funding commitment to be made by the Department of Health immediately upon ratification as it relates to the defined benefits pension plan.

### **29.01 Dental Plan**

#### **Extended Health Plan and Cost Sharing of Health Benefit Plan**

- (a) The NSAHO Extended Health Plan (not to include optional coverages) will be cost shared 65% by the Employer and 35% by the Employee, subject to the Employee meeting eligibility requirements, rules and regulations of the Plan.
- (b) The NSAHO Group Life Insurance Plan (not to include optional coverages) will be cost-shared 50% by the Employer and 50% by the Employee subject to the Employee meeting eligibility requirements, rules and regulations of the Plan.
- (c) The NSAHO Dental Plan (subject to the spousal opt out) will be cost shared fifty percent (50%) by the Employee, subject to the Employee meeting eligibility requirements, rules and regulations of the Plan.

- (d) The parties recognize that the NSAHO Long Term Disability Plan currently in existence is not provincially funded. The Employer commits to continued participation in this Plan and cost sharing 50% by the Employer and 50% by the Employee, subject to the Employee meeting eligibility requirements, rules and regulations of the Plan until the expiry of this agreement.
- (e) All Full-Time and Regular Part-time Employees who work an average of sixteen (16) hours a week in a one (1) month period, shall after completing their probationary period and subject to the rules and regulations of the plan, be eligible to join the NSAHO Extended Health Plan, Long-Term Disability Plan and Group Life Insurance Plan.
- (f) Employees on an approved unpaid leave under Article 22 are entitled to continue their group insurance, and medical care benefits provided they pay 100% of the premium and are willing to remit the cost of said benefits at least two (2) months in advance and be willing to provide the Employer with post-dated cheques. Employees on approved leave will accumulate seniority but will not accumulate vacation, sick leave or statutory holiday credit.

#### **29.02 Employee Assistance Program**

The Parties agree to continue the EAP trial until the expiry of this Collective Agreement.

### **ARTICLE 30 – CLASSIFICATION & WAGES**

#### **30.00 Wages**

The scale of wage rates for the Employees, shall be as set out in Schedule “A” hereto and forming part of this Agreement.

#### **30.01 Assignment to a Lower Classification**

Any Employee temporarily assigned to a lower-paid classification than that in which the Employee is regularly employed, shall suffer no reduction in pay during this temporary assignment.

#### **30.02 Assignment to a Higher Classification**

Any Employee temporarily assigned to a higher-paid classification for one (1) full shift shall receive the prevailing rate for the higher classification for the full period so worked. This assignment must be done by the Employer and the Employee must be informed of the classification change.

### **30.03 Pay Days**

- (a) Time and method of payment of wages by the Employer shall be as previously agreed or may be changed as mutually agreed between the parties.
- (b) Pay details are provided or made available electronically.
- (c) Pay details shall include a statement detailing the amount of wages, rates of pay, hours worked, overtime, and deductions.

### **30.04 Existing Classifications**

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

### **30.05 Shift Premiums**

Employees shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:

- (a) Increase of fifteen cents (\$0.15) effective the date of ratification of this Agreement;
- (b) Increase of fifteen cents (\$0.15) effective August 1, 2019;
- (c) Increase of twenty cents (\$0.20) effective October 31, 2020.

### **30.06 Weekend Premiums**

Employees shall continue to receive the hourly week-end premium rate they received prior to the effective date of this Agreement, subject to the following increases:

- (a) Increase of fifteen cents (\$0.15) effective the date of ratification of this Agreement;
- (b) Increase of fifteen cents (\$0.15) effective August 1, 2019;
- (c) Increase of twenty cents (\$0.20) effective October 31, 2020.

### **30.07 Temporary Supervisory Assignment**

When an Employee within the bargaining unit is designated to fill in a supervisory capacity due to the absence of the supervisor for three (3) days or more due to sickness, vacation or leave of absence, the temporarily assigned Employee shall receive 110% of his/her own classification rate commencing on the first working day. During such absence, replacement time will consist of an eight (8) hour shift.

### **30.08 LPN Responsibility Pay**

Where the Employer specifically, at their sole discretion, designates and directs an LPN to be in charge of at least one (1) unit for the full shift, the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight-hour shift (pro-rated for a shift of more or less than eight (8) hours in addition to her/his regular hourly rate.

## **ARTICLE 31 – RETROACTIVE PAY**

### **31.00 Retroactivity**

- (a) Retroactivity of pay shall only apply to Employees for the salary adjustments on the dates set out in Appendix "A", annexed hereto. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer written notice within 30 days of the date of signing of this agreement. Retroactive payments will be issued on a separate cheque.
- (b) All other provisions of this Collective Agreement shall only become effective on the date of signing of this Collective Agreement.
- (c) The Employer shall make best efforts to provide retroactivity payments to Employees within thirty (30) days of receipt of retroactivity payment from the Department of Health and, in any event, commits to making such payment no later than forty-five (45) days from receipt of same.

## **ARTICLE 32 - DURATION & TERMS**

### **32.00 Notices in Accordance with the Agreement**

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

- (a) If given by the Employer, it must be served either by person, mail or electronic mail to the Vice-President or the Secretary of the Union.
- (b) If given by the Union, it must be served either by person, mail or electronic mail to the Employer.

### **32.01 Notification to Management**

The Employees shall notify the Management of change of name, next of kin, telephone, marital status or number of dependents.

### 32.02 Agreement Shall be Binding

This Agreement shall remain in full force for a period from November 1, 2014 to October 31, 2020 and shall automatically be renewed from year to year thereafter unless either party to this Collective Agreement, within the period of two (2) months prior to the termination of the Agreement, gives notice in writing requiring the other party to commence collective bargaining. The Union and the Employer shall, without delay, but in any case, within twenty (20) clear days after the notice was given or such further time as the parties may agree, meet and commence to bargain collectively with one another and shall make every effort to conclude and sign a collective agreement.

### ARTICLE 33 – AGREEMENT PRINTING COSTS

#### 33.00 Shared Printing Costs

Upon being provided with a receipt, the Employer agrees to pay up to fifty percent (50%) to a maximum of three hundred dollars (\$300.00) of the cost of printing of this Collective Agreement.

SIGNED this 22 day of January, 2020.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]  
[Signature]

d1m/cope491

**APPENDIX "A"**  
**MARITIME I.O.O.F. HOME**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2330**

**NOTE: All hourly rates are based on 2080 hours.**

<u>Classification</u>	<u>Nov 1/14</u> (expired rate)	<u>Nov 1/16</u> (1%)	<u>Nov 1/17</u> (1.5%)	<u>Oct 31/18</u> (0.5%)	<u>Nov 1/18</u> (1.5%)	<u>Oct 31/18</u> (0.5%)	<u>Nov 1/19</u> (1.5%)	<u>Oct 31/20</u> (0.5%)
<b>Dietary Worker (trained)</b>								
Probationary A	\$31,847	\$32,165	\$32,648	\$32,811	\$33,303	\$33,470	\$33,972	\$34,142
Rate H	\$15.31	\$15.4642	\$15.6961	\$15.7746	\$16.0112	\$16.0913	\$16.3327	\$16.4143
Regular A	\$32,388	\$32,712	\$33,203	\$33,369	\$33,869	\$34,038	\$34,549	\$34,722
Rate H	\$15.57	\$15.7269	\$15.9628	\$16.0426	\$16.2832	\$16.3646	\$16.6101	\$16.6932
<b>Environmental Services Worker (trained)</b>								
Probationary A	\$31,847	\$32,165	\$32,648	\$32,811	\$33,303	\$33,470	\$33,972	\$34,142
Rate H	\$15.31	\$15.4642	\$15.6961	\$15.7746	\$16.0112	\$16.0913	\$16.3327	\$16.4143
Regular A	\$32,388	\$32,712	\$33,203	\$33,369	\$33,869	\$34,038	\$34,549	\$34,722
Rate H	\$15.57	\$15.7269	\$15.9628	\$16.0426	\$16.2832	\$16.3646	\$16.6101	\$16.6932
<b>Cook (without certificate)</b>								
Probationary A	\$40,198	\$40,600	\$41,209	\$41,415	\$42,036	\$42,246	\$42,880	\$43,095
Rate H	\$19.33	\$19.5192	\$19.8120	\$19.9111	\$20.2097	\$20.3108	\$20.6154	\$20.7185
Regular A	\$40,881	\$41,290	\$41,909	\$42,119	\$42,750	\$42,964	\$43,609	\$43,827
Rate H	\$19.65	\$19.8509	\$20.1486	\$20.2494	\$20.5531	\$20.6559	\$20.9657	\$21.0705

<u>Classification</u>	<u>Nov 1/14</u> (expired rate)	<u>Nov 1/16</u> (1%)	<u>Nov 1/17</u> (1.5%)	<u>Oct 31/18</u> (0.5%)	<u>Nov 1/18</u> (1.5%)	<u>Oct 31/18</u> (0.5%)	<u>Nov 1/19</u> (1.5%)	<u>Oct 31/20</u> (0.5%)
<b>Journeyman Cook</b>								
Probationary A	\$43,929	\$44,368	\$45,034	\$45,259	\$45,938	\$46,168	\$46,860	\$47,094
Rate H	\$21.12	\$21.3309	\$21.6509	\$21.7591	\$22.0855	\$22.1959	\$22.5289	\$22.6415
Regular A	\$44,676	\$45,123	\$45,800	\$46,029	\$46,719	\$46,953	\$47,657	\$47,895
Rate H	\$21.48	\$21.6936	\$22.0190	\$22.1291	\$22.4611	\$22.5734	\$22.9120	\$23.0265
<b>Recreation Assistant / Recreation Special Programmer (without PCW course)</b>								
Probationary A	\$35,165	\$35,517	\$36,049	\$36,230	\$36,773	\$36,957	\$37,511	\$37,699
Rate H	\$16.91	\$17.0753	\$17.3314	\$17.4181	\$17.6794	\$17.7678	\$18.0343	\$18.1245
Start A	\$35,762	\$36,120	\$36,661	\$36,845	\$37,397	\$37,584	\$38,148	\$38,339
H	\$17.19	\$17.3652	\$17.6257	\$17.7138	\$17.9795	\$18.0694	\$18.3405	\$18.4322
After 1 Year A	\$36,494	\$36,859	\$37,412	\$37,599	\$38,163	\$38,354	\$38,929	\$39,124
H	\$17.55	\$17.7206	\$17.9865	\$18.0764	\$18.3475	\$18.4393	\$18.7159	\$18.8094
After 2 Years A	\$37,238	\$37,610	\$38,175	\$38,365	\$38,941	\$39,136	\$39,723	\$39,921
H	\$17.90	\$18.0819	\$18.3531	\$18.4449	\$18.7216	\$18.8152	\$19.0974	\$19.1929
After 3 Years A	\$37,997	\$38,377	\$38,953	\$39,147	\$39,735	\$39,933	\$40,532	\$40,735
H	\$18.27	\$18.4505	\$18.7272	\$18.8209	\$19.1032	\$19.1987	\$19.4867	\$19.5841
After 4 Years A	\$38,772	\$39,160	\$39,747	\$39,946	\$40,545	\$40,748	\$41,359	\$41,566
H	\$18.64	\$18.8268	\$19.1092	\$19.2047	\$19.4928	\$19.5903	\$19.8841	\$19.9835
<u>Classification</u>	<u>Nov 1/14</u>	<u>Nov 1/16</u>	<u>Nov 1/17</u>	<u>Oct 31/18</u>	<u>Nov 1/18</u>	<u>Oct 31/18</u>	<u>Nov 1/19</u>	<u>Oct 31/20</u>

	(expired rate)	(1%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)
<b>Activity Worker (with PCW course)</b>								
Probationary								
Rate A	\$35,173	\$35,525	\$36,058	\$36,238	\$36,781	\$36,965	\$37,520	\$37,707
Rate H	\$16.91	\$17.0792	\$17.3354	\$17.4221	\$17.6834	\$17.7718	\$18.0384	\$18.1286
Start								
Rate A	\$35,770	\$36,128	\$36,670	\$36,853	\$37,406	\$37,593	\$38,157	\$38,347
Rate H	\$17.20	\$17.3691	\$17.6296	\$17.7178	\$17.9835	\$18.0735	\$18.3446	\$18.4363
After 1 Year								
Rate A	\$36,501	\$36,866	\$37,419	\$37,606	\$38,170	\$38,361	\$38,936	\$39,131
Rate H	\$17.55	\$17.7240	\$17.9899	\$18.0799	\$18.3511	\$18.4428	\$18.7194	\$18.8130
After 2 Years								
Rate A	\$37,247	\$37,619	\$38,184	\$38,375	\$38,950	\$39,145	\$39,732	\$39,931
Rate H	\$17.91	\$18.0863	\$18.3576	\$18.4494	\$18.7261	\$18.8197	\$19.1020	\$19.1975
After 3 Years								
Rate A	\$38,007	\$38,387	\$38,963	\$39,158	\$39,745	\$39,944	\$40,543	\$40,746
Rate H	\$18.27	\$18.4553	\$18.7322	\$18.8258	\$19.1082	\$19.2037	\$19.4918	\$19.5893
After 4 Years								
Rate A	\$38,781	\$39,169	\$39,756	\$39,955	\$40,554	\$40,757	\$41,369	\$41,575
Rate H	\$18.64	\$18.8312	\$19.1136	\$19.2092	\$19.4973	\$19.5948	\$19.8887	\$19.9882

	(expired rate)	(1%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)
<b>Activity Worker (College Diploma / or Degree related to Recreation)</b>								
Probationary								
Rate A	\$43,108	\$43,539	\$44,192	\$44,413	\$45,079	\$45,305	\$45,984	\$46,214
Rate H	\$20.72	\$20.9323	\$21.2462	\$21.3525	\$21.6728	\$21.7811	\$22.1078	\$22.2184
Regular								
Rate A	\$43,867	\$44,306	\$44,970	\$45,195	\$45,873	\$46,102	\$46,794	\$47,028
Rate H	\$21.09	\$21.3008	\$21.6203	\$21.7284	\$22.0543	\$22.1646	\$22.4971	\$22.6096



Classification		Nov 1/14	Nov 1/16	Nov 1/17	Oct 31/18	Nov 1/18	Oct 31/18	Nov 1/19	Oct 31/20
		(expired rate)	(1%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)
<b>Physiotherapy Assistant I</b>									
<b>(with / without PCW course)</b>									
Probationary	A	\$35,476	\$35,831	\$36,368	\$36,550	\$37,098	\$37,284	\$37,843	\$38,032
Rate	H	\$17.06	\$17.2263	\$17.4847	\$17.5721	\$17.8357	\$17.9249	\$18.1938	\$18.2847
Start	A	\$36,079	\$36,440	\$36,986	\$37,171	\$37,729	\$37,918	\$38,486	\$38,679
	H	\$17.35	\$17.5191	\$17.7819	\$17.8708	\$18.1389	\$18.2296	\$18.5030	\$18.5955
After 1 Year	A	\$36,817	\$37,185	\$37,743	\$37,932	\$38,501	\$38,693	\$39,274	\$39,470
	H	\$17.70	\$17.8775	\$18.1456	\$18.2364	\$18.5099	\$18.6025	\$18.8815	\$18.9759
After 2 Years	A	\$37,568	\$37,944	\$38,513	\$38,705	\$39,286	\$39,482	\$40,075	\$40,275
	H	\$18.06	\$18.2422	\$18.5158	\$18.6084	\$18.8875	\$18.9819	\$19.2667	\$19.3630
After 3 Years	A	\$38,333	\$38,716	\$39,297	\$39,494	\$40,086	\$40,286	\$40,891	\$41,095
	H	\$18.43	\$18.6136	\$18.8928	\$18.9873	\$19.2721	\$19.3685	\$19.6590	\$19.7573
After 4 Years	A	\$39,115	\$39,506	\$40,099	\$40,299	\$40,904	\$41,108	\$41,725	\$41,933
	H	\$18.81	\$18.9933	\$19.2782	\$19.3746	\$19.6653	\$19.7636	\$20.0600	\$20.1603

<u>Classification</u>	Nov 1/14 (expired rate)	Nov 1/16 (1%)	Nov 1/17 (1.5%)	Oct 31/18 (0.5%)	Nov 1/18 (1.5%)	Oct 31/18 (0.5%)	Nov 1/19 (1.5%)	Oct 31/20 (0.5%)
<b>Physiotherapy Assistant (Physiotherapy Assistant Training Program/ Degree)</b>								
Probationary A	\$43,504	\$43,939	\$44,598	\$44,821	\$45,493	\$45,721	\$46,407	\$46,639
Rate H	\$20.92	\$21.1245	\$21.4414	\$21.5486	\$21.8718	\$21.9812	\$22.3109	\$22.4225
Regular A	\$44,244	\$44,686	\$45,357	\$45,584	\$46,267	\$46,499	\$47,196	\$47,432
Rate H	\$21.27	\$21.4839	\$21.8061	\$21.9152	\$22.2439	\$22.3551	\$22.6904	\$22.8039
<b>PCW I (without certificate)</b>								
Start A	\$33,414	\$33,748	\$34,254	\$34,426	\$34,942	\$35,117	\$35,643	\$35,822
H	\$16.06	\$16.2251	\$16.4684	\$16.5508	\$16.7990	\$16.8830	\$17.1363	\$17.2220
After 1 Year A	\$34,099	\$34,440	\$34,957	\$35,131	\$35,658	\$35,837	\$36,374	\$36,556
H	\$16.39	\$16.5577	\$16.8061	\$16.8901	\$17.1434	\$17.2292	\$17.4876	\$17.5750
After 2 Years A	\$34,760	\$35,108	\$35,634	\$35,812	\$36,350	\$36,531	\$37,079	\$37,265
H	\$16.71	\$16.8787	\$17.1318	\$17.2175	\$17.4758	\$17.5631	\$17.8266	\$17.9157
After 3 Years A	\$35,420	\$35,774	\$36,311	\$36,492	\$37,040	\$37,225	\$37,783	\$37,972
H	\$17.03	\$17.1991	\$17.4571	\$17.5444	\$17.8076	\$17.8966	\$18.1651	\$18.2559
After 4 Years A	\$36,082	\$36,443	\$36,989	\$37,174	\$37,732	\$37,921	\$38,489	\$38,682
H	\$17.35	\$17.5206	\$17.7834	\$17.8723	\$18.1404	\$18.2311	\$18.5046	\$18.5971

Classification		Nov 1/14	Nov 1/16	Nov 1/17	Oct 31/18	Nov 1/18	Oct 31/18	Nov 1/19	Oct 31/20	
		(expired rate)	(1%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)	(1.5%)	(0.5%)	
PCW II (with certificate)	Start	A	\$34,074	\$34,415	\$34,931	\$35,106	\$35,632	\$36,348	\$36,529	
		H	\$16.38	\$16.5455	\$16.7937	\$16.8777	\$17.1309	\$17.2165	\$17.4748	
	After 1 Year	A	\$34,760	\$35,108	\$35,634	\$35,812	\$36,350	\$36,531	\$37,079	
		H	\$16.71	\$16.8787	\$17.1318	\$17.2175	\$17.4758	\$17.5631	\$17.8266	
	After 2 Years	A	\$35,445	\$35,799	\$36,336	\$36,518	\$37,066	\$37,251	\$37,999	
		H	\$17.04	\$17.2113	\$17.4694	\$17.5568	\$17.8201	\$18.1779	\$18.2688	
	After 3 Years	A	\$36,106	\$36,467	\$37,014	\$37,199	\$37,757	\$37,946	\$38,515	
		H	\$17.36	\$17.5322	\$17.7952	\$17.8842	\$18.1525	\$18.2432	\$18.5169	
	After 4 Years	A	\$36,792	\$37,160	\$37,717	\$37,906	\$38,474	\$38,667	\$39,247	
		H	\$17.69	\$17.8653	\$18.1333	\$18.2240	\$18.4974	\$18.5898	\$18.8687	
	Licensed Practical Nurse	Start	A	\$46,004	\$46,464	\$47,161	\$47,397	\$48,108	\$49,074	\$49,319
			H	\$22.12	\$22.3385	\$22.6736	\$22.7869	\$23.1287	\$23.2444	\$23.5930
After 1 Year		A	\$47,058	\$47,529	\$48,242	\$48,483	\$49,210	\$49,456	\$50,198	
		H	\$22.62	\$22.8503	\$23.1930	\$23.3090	\$23.6586	\$23.7769	\$24.1336	
After 2 Years		A	\$48,075	\$48,556	\$49,284	\$49,531	\$50,273	\$50,525	\$51,283	
		H	\$23.11	\$23.3441	\$23.6943	\$23.8127	\$24.1699	\$24.2908	\$24.6551	
After 3 Years		A	\$49,408	\$49,902	\$50,651	\$50,904	\$51,667	\$51,926	\$52,705	
		H	\$23.75	\$23.9914	\$24.3513	\$24.4730	\$24.8401	\$24.9643	\$25.3388	

# MEMORANDUM OF AGREEMENT

## 12-Hour Shifts for CCA's, PCW's and LPN's

Between:

Canadian Union of Public Employees, Local 2330

(the 'Union')

-and-

Maritime IOOF Home

(the 'Employer')

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On a without prejudice and without precedent basis, the parties agree this MOA applies to all nursing staff that work 12-hour shift rotation in the Nursing Department as CCA's, PCW's and LPN's.

While this Memorandum is in effect, Article 11.05(a) is suspended for those that work 12-hour shifts. Excepting the foregoing, the parties agree that overtime is time worked in excess of:

- (a) A regular scheduled 8-hour shift; or
- (b) A regular 12-hour shift; or
- (c) Any hours worked over 80 hours in a bi-weekly period.

### Assigning Pick-Up Shifts

#### **Prior to posting schedule:**

When an Employee is scheduled for an 8-hour shift, and a 12-hour shift is known prior to the posting of the schedule, the Employee will be offered the 12-hour shift in accordance with seniority.

#### **Short Notice:**

12-hour shifts that become available, where such notice is short following posting of the schedule, will be offered in order of seniority when time permits to staff whose availability has been expressed and are not already scheduled for a shift of any length.

### Termination of Agreement

This MOA shall remain in effect unless one party gives the other party not less than sixty (60) calendar days written notice of its intention to terminate this agreement.

Should either party indicate a desire to meet to discuss the termination of the 12-hour rotation, a meeting shall occur as soon as possible. The parties agree to make every reasonable effort to resolve the problems and to address the concerns of the party giving notice to termination this Agreement to the extent that an alternative action may be agreed.

SIGNED at New Glasgow, Nova Scotia, this 22 day of January, 2020.

FOR THE EMPLOYER

Jacob Leagwater, Sec  
Irene Ingraham  
[Signature]

FOR THE UNION

[Signature]  
Susan Kingsbury  
Rose Best

cope491

# MEMORANDUM OF UNDERSTANDING

## LPN PRACTICE PREMIUM

Between:

Canadian Union of Public Employees, Local 2330

(the 'Union')

-and-

Maritime IOOF Home

(the 'Employer')

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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 15<sup>th</sup>, 2020.

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

This premium shall be paid in full in a lump sum commencing on June 19, 2020 and on June 15<sup>th</sup> 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 1<sup>st</sup> 2020 and by May 1<sup>st</sup> 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

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 at New Glasgow, Nova Scotia, this 22 day of January, 2020.

**FOR THE EMPLOYER**

**FOR THE UNION**

Jacob Leggat, Sect.  
Irene Ingraham  
[Signature]

[Signature]  
Susan Kingham  
Rose Best

cope491

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.





