

COLLECTIVE AGREEMENT

BETWEEN:

QUEST

- AND -

LOCAL UNION 1028

CANADIAN UNION OF PUBLIC EMPLOYEES

April 1, 2021 – March 31, 2026

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ARTICLE 1 - RECOGNITION AND PURPOSE

- 1.01 The Employer agrees to recognize Local No. 1028, Canadian Union of Public Employees as the sole and exclusive collective Bargaining Agent, for all regular, temporary and casual employees of Quest, pursuant to Section 31 of the *Nova Scotia Trade Union Act* (and shall consider as a predecessor Employer Halifax County Regional Rehabilitation Centre), but excluding professional and technical employees, foremen, those equivalent to the rank of foreman and above, office employees, and those excluded by paragraph (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.
- 1.02 Employees outside the bargaining unit who might be required to perform duties normally done by members of the bargaining unit shall do so in such a manner as to avoid undue or unnecessary hardship to any member of said bargaining unit.
- 1.03 The Employer shall not enter into an agreement with any employee or group of employees which may conflict with the terms of this agreement, except where there is mutual agreement with the Union.
- 1.04 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as manager of Quest, including,
- (i) the right to operate and manage Quest and the working force of Quest in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to its residents through greater efficiency consistent with fair labour standards;
 - (ii) to select, hire, transfer, promote, demote, classify, lay-off, rehire, suspend or discharge for cause, and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the Employer in a discriminatory manner.
- 1.05 The purpose of this Agreement is to continue the harmonious relations which exist between the Employer and its employees, to define more clearly the wages and conditions of employment which shall exist between the Employer and employees, to provide an amicable method of settling grievances or differences which may from time to time arise; to promote the mutual interest of the Employer and the employees; to provide for the operation of Quest under methods which will further to the fullest extent possible, the safety and welfare of the employees together with efficiency and economy of QUEST operations. It is

recognized by this agreement to be the duty of both parties to cooperate fully, collectively and individually for the purpose of the aforesaid conditions.

- 1.06 The Employer agrees that regular staff will not be assigned to another worksite if casual employees are available to work the hours at the alternate site except where operational requirements dictate.

ARTICLE 2 - INTERPRETATION

- 2.01 Throughout this Agreement the plural includes the singular and vice versa as the context requires.
- 2.02 A probationary employee is any employee who has less than seven hundred and forty-two point five (742.5) hours of service. The probationary period may be extended by mutual agreement between Quest and the Union. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement unless otherwise specified. An arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary employee shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- 2.03 (i) A regular full-time employee is one who is employed to work on a regular scheduled basis of seventy-five (75) hours biweekly and who has completed the probationary period.
- (ii) A regular part-time employee is one who is employed on a regular scheduled on-going basis of less than seventy-five (75) hours biweekly and who has completed the probationary period. Such an employee shall be entitled to all the applicable benefits of this Agreement on a pro rata basis.
- (iii) A term employee is one who is employed for a term period in accordance with Article 13.03. Term employees from within the bargaining unit shall revert back to their own position at the end of the term. Term employees from the casual pool shall be entitled to the benefits of the collective agreement and be able to apply for internal postings but shall revert to the casual pool at the end of the term position.
- (iv) A casual employee is one who is employed for occasional or intermittent periods on a day to day basis for replacement purposes only. Such an employee is not covered by this Collective Agreement except those articles noted with an asterisk (*), or those articles which explicitly refer to casuals. The Employer may schedule casual employees up to eight (8)

weeks in advance. Where a bargaining unit member is on an approved leave of absence or where there is an unfilled vacancy which has been posted, casual employees may be scheduled more than eight (8) weeks in advance, provided those scheduled hours do not exceed full-time hours for an individual casual employee.

Casual employees shall confirm to the Employer the extent of their availability for shifts. Casual employees who have indicated an availability to work may be offered shifts in accordance with operational requirements. Where the availability status of a Casual employee changes from that previously accepted by the Employer, the Casual employee must indicate the extent of the change of availability. Such change requires the approval of the Employer. Such approval shall not be unreasonably denied. If a shift is scheduled, or a relief shift is accepted by a Casual employee, the Casual employee is obligated to work the shift.

In lieu of the benefits provided to employees under the collective agreement, casuals shall be compensated with a supplementary payment equal to eleven percent (11%) of their earnings in each bi-weekly period. This payment will represent four percent (4%) for vacation and seven percent (7%) for all other benefits.

ARTICLE 3 - TRAINEES*

- 3.01 Any training program approved and funded by the Department of Community Services may be implemented by the Employer where feasible provided the Employer has notified the Union.
- 3.02* The Employer will cover the cost of any mandatory education that an employee is required to attend. Employees are obligated to complete any training that is required. Any mandatory training that is not completed as a result of an unexcused absence may result in disciplinary action.

ARTICLE 4 - DEDUCTIONS AND REMITTANCE OF DUES*

- 4.01 The Employer shall deduct from every employee, any monthly dues, initiation fees or assessments levied, in accordance with the Union constitution and by-laws, beginning on the date of the first shift worked.
- 4.02 The Employer agrees to deduct Union dues from all employees as advised by the Treasurer of Local Union No. 1028. The amount of union dues deducted monthly shall be forwarded to the Secretary-Treasurer of the Union by the 14th

day of each month following the deduction accompanied by a list containing the names of all employees from whom deductions have been made. Each month when forwarding the cheque for the amount of dues deducted, the Employer will forward a list of names of deletions for those who have left employment and additions for those new employees.

The Employer agrees to provide to the Union once annually on December 1 a contact list for Union members which shall include the names, addresses and phone numbers that the Employer has on file. The Employer makes no representations about the accuracy of the information it has on file.

4.03 Employee/Member Contact Information*

The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) The name of each employee
- (b) The mailing address and telephone number (if available) of each employee;
- (c) The personal email address of each employee (if available); and
- (d) The employee's employment status (such as full-time, part-time, temporary, or casual)

To Ensure accurate information all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone number, and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees of the Employer in the bargaining unit, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and by-laws of the Union, provided such Constitution and by-laws do not conflict with the *Nova Scotia Trade Union Act*. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union.

ARTICLE 6 - EMPLOYER WILL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect, and provide them with a copy of the collective agreement.

The Employer will provide the Union with fifteen (15) minutes during an orientation shift to allow the Union to acquaint new employees with the fact that a collective agreement is in effect.

- 6.02 A confirmation of employment letter shall be sent to all new Regular Employees within five (5) business days of their offer of employment. The letter will include the effective date of hire, classification, site or sites, status, and rate of pay. A copy will be provided to the Union.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Employer will abide by the *Human Rights Act*. The Employer agrees that it will not practice discrimination, interference, restriction or coercion exercised or practiced with respect to any employee, in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, color, creed, national origin, political or religious belief or affiliation, sex or marital status, sexual orientation, physical appearance, residence or by reason of their membership or activity in the Union. The Union agrees that it will not exercise its rights and powers in an attempt to direct the working force in a discriminating or coercive manner.
- 7.02 The Parties recognize and acknowledge the respective responsibilities of the Employer, the Union, and the employee in the accommodation process.

ARTICLE 8 - HOURS OF WORK AND OVERTIME*

- 8.01 (i) The normal full-time hours of work bi-weekly shall consist of ten (10) shifts of seven and one-half (7.5) hours plus a thirty (30) minute unpaid meal period. Where staffing requirements dictate the Employer may require employees to take their meal periods on the premises and such requirement shall not constitute overtime. Shift arrangements in variance to the foregoing, including twelve (12) hour shift schedules, may be mutually agreed upon by the Employer and the Union.
- (ii) Part-time employees shall be given preference for extra shifts known prior to posting up to and including full-time hours (i.e. 7.5 hour shifts, 75 hours bi-weekly) provided they have indicated in writing their availability to work such extra shifts and provided the employee is able to meet the requirements of the available shift. Available shifts arising after the schedule is posted shall be offered to available part-timers on a reasonably equitable basis before being offered to a casual. Where this provision has been followed, any assignment to a casual shall not be

deemed in violation of 2.03 (iv).

- (iii) Employees working extra shifts or overtime shall have the preference of working in their regularly scheduled work area, whenever possible, provided an employee is required in that area, in order to maintain continuity of quality care.

8.02 Working Schedules*

- (i) Employees shall receive two (2) consecutive days off each week unless otherwise mutually agreed upon by the Employer and the employee.
- (ii) The work schedule for each employee shall be posted in an appropriate place at least eight (8) weeks in advance. Unless operational requirements dictate otherwise, posted schedules will not be changed without the mutual agreement of the parties affected.
- (iii) When the Employer cancels a day shift within 2 hours of the commencement of the shift, the affected employee(s) will be provided a minimum of four (4) hours' work of that shift unless mutually agreed otherwise.

When the Employer cancels a night shift within four (4) hours of the commencement of the shift, the affected employee(s) will be provided a minimum of four (4) hours' work of that shift unless mutually agreed otherwise.

- (iv) Employees will be scheduled in such a way as to receive every other weekend off, unless staffing requirements dictate otherwise; however, no employee will be scheduled off less than one (1) weekend in four (4).
- (v) Employees working shifts of less than twelve (12) hours will receive at least sixteen (16) hours rest between shifts, unless otherwise mutually agreed between the employer and the employee.
- (vi) Shifts shall be arranged so, no employee will be scheduled to work in excess of seven (7) consecutive shifts unless mutually agreed.
- (vii) No employee will be required to work a combination of all three shifts in a seven (7) day period, unless mutually agreed between the employer and the employee.
- (viii) Employees are permitted to shift changes with another employee at the same unit (e.g. Memory Lane) or work sites upon approval of the

Employer provided the employee is qualified and is oriented to the work location. Such approval shall not be unreasonably denied.

- 8.03* Paid Rest or Relief - An employee shall be entitled to a rest period of fifteen (15) minutes in the first half and in the second half of a shift. However, an employee working a shift of four (4) hours or less would be entitled to a rest period of fifteen (15) minutes per shift. The Employer will make an area available for rest periods.

At the Charge Nurse's discretion and when operational requirements permit, employees may combine two (2) of the four (4) rest periods, provided that the combined rest periods are not taken at the beginning or end of the shift.

8.04 Overtime

- (i) All time worked beyond the normal work day of seven and one-half (7.5) hours, and work in excess of seventy-five (75) hours in a fourteen (14) day pay period shall be paid for at the rate of time and one-half. All hours worked in excess of eleven and one-half (11.5) continuous hours in any one (1) day shall be paid at the rate of two (2) times the straight time rate. For the purpose of 8.04 (i) hours worked shall include paid vacation, holiday, and sick leave.

An employee may take time off in lieu of overtime worked by mutual agreement between an employee and Quest, at the rate of one hour and one-half (1.5) hours off for each hour of overtime worked, or in the case of overtime earned at double time, two (2) hours off for each hour worked.

An employee will automatically be paid for overtime unless the employee indicates prior to the last day on which the pay card is submitted that they wish to take time off in lieu of overtime.

- (ii) Employees who work unscheduled back to back shifts will be reimbursed by the Employer an amount up to twelve (12) dollars with a receipt, to cover the cost of a meal for that date.
- (iii) Call-Back Pay Guarantees - An employee who is called in to work outside their normal working hours shall be paid four (4) hours at their regular rate or time and one-half for all over-time worked, whichever is greater. Transportation allowance of Ten Dollars (\$10.00) will be paid for each occasion of call back. Working extra shifts (known prior to posting or arising after posting) are not considered Call-Backs. Any employee who

works an extra shift (known prior to posting or after posting) is not entitled to compensation under this provision. For clarification purposes, a Call-Back can only be implemented after the charge person acquires authorization from the Executive Director or designate. The Call-Back is mandatory for staff and they must be told that it is being initiated when called by the charge person.

- (iv) Calculations of Overtime - The hourly rate for employees shall be computed by dividing the individual's annual salary by 1956.675 hours for the calculation of overtime pay.
- (v) Provisions of Article 8.04 shall not apply to a part-time employee who is assigned by mutual agreement to work shifts in addition to those for which the employee was posted except when the employee works in excess of seven and one half (7.5) hours per day, eleven and one quarter (11.25) hours, or seventy-five (75) hours in a bi-weekly pay period.

8.05 Shift Premium*

A shift differential premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between 1930hours and 0730 hours.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective date of ratification and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

The shift premium shall be applicable to all hours worked, including overtime hours worked.

8.06 Weekend Premium*

A weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between the hours of 2330 Friday and 2330 Sunday.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective date of ratification and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

The weekend premium shall be applicable to all hours worked, including overtime hours worked.

- 8.07 Quest and the Union may discuss the provision of periods of work other than standard hours as noted in Article 8.01.
- 8.08 Although overtime is generally voluntary for all employees, if the Employer requires that employees be mandated that they must stay at work at the end of their scheduled shift or report to work, double time (2x) compensation shall apply.

ARTICLE 9 - STATUTORY HOLIDAYS*

9.01* All employees covered by this Agreement shall be granted the following holidays with pay:

- | | |
|-------------------------|--|
| 1. New Year's Day | 8. Labour Day |
| 2. Heritage Day | 9. National Day for Truth and Reconciliation |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Easter Monday | 11. Remembrance Day |
| 5. Victoria Day | 12. Christmas Day |
| 6. July 1 st | 13. Boxing Day |
| 7. Local Civic Holiday | |

Any other day appointed by proclamation of the Governor General of Canada or the Lieutenant Governor of Nova Scotia as a general holiday.

9.02 Any member of the bargaining unit who is scheduled to work on a statutory holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to one of the following, at the employee's option.

- a) an additional days pay; or
- b) a day off in lieu at a time mutually agreed between the parties.

When a holiday as listed in Article 9.01 falls on an employee's regular scheduled day off they shall be entitled to another day off with pay in lieu of the holiday at a time mutually agreed between the employee and the Employer.

The Employer may pay out holiday credits on June 15th and December 15th for credits earned for holidays not worked. Holiday credits earned for time worked on a holiday shall be exempt from such payouts. The Employer shall notify any employees to be paid out, thirty (30) days in advance.

The employee shall give the Employer a minimum of five (5) working days' notice of their intention of taking a day off in lieu. The Employer shall respond, granting or denying, within five (5) working days of receiving the employee's request.

"Working day" means a Monday to Friday, excluding Statutory Holidays defined in Article 9.01.

- 9.03* (i)* If a full-time or a part-time employee who is already scheduled for seventy-five hours in a bi-weekly period and is called to work on a statutory holiday with less than forty-eight (48) hours notice, they will receive a day off at a later date plus be paid at two (2) times their regular rate for all hours worked.
- (ii)* If a casual employee who is already scheduled for and actually works seventy-five hours in a bi-weekly period and is called to work on a statutory holiday with less than forty-eight (48) hours notice, they will receive a day off at a later date plus be paid at two (2) times their regular rate for all hours worked.

9.04 All employees who work shift work shall be entitled to alternate either Christmas Day or New Years Day off each year. The Employer further agrees that employees, who are scheduled off on Christmas Day, will be scheduled off on Christmas Eve and likewise, employees who are scheduled off on New Years Day will be scheduled off on New Years Eve.

9.05 Casual employees are entitled to time and one-half (1 ½) for each hour worked on any of the holidays listed in Article 9.01.

ARTICLE 10 - VACATIONS

10.01 Vacation credits for full-time employees are accumulated commencing on the employee's anniversary date as follows:

- (i) During the first (1) year of service at the rate of 5.75% of regular hours paid (15 working days) to be taken in the second (2) and subsequent years
- (ii) In the sixth (6) year of service at the rate of 6.13% of regular hours paid (16 working days) to be taken in the seventh (7) year

- (iii) In the seventh (7) year of service at the rate of 6.52% of regular hours paid (17 working days) to be taken in the eighth (8) year
- (iv) In the eighth (8) year of service at the rate of 6.90% of regular hours paid (18 working days) to be taken in the ninth (9) year
- (v) In the ninth (9) year of service at the rate of 7.28% of regular hours paid (19 working days) to be taken in the tenth (10) year
- (vi) In tenth (10) year of service at the rate of 7.67% of regular hours paid (20 working days) to be taken in the eleventh (11) and subsequent years
- (vii) In the fifteenth (15) year of service at the rate of 9.58% of regular hours paid (25 working days) to be taken in the sixteenth (16) and subsequent years

For the purposes of this provision Article 10.01 "Regular hours paid" means any employer paid leave of absence, employer paid workers' compensation benefits, employer paid sick leave, employer paid bereavement leave, paid vacation or authorized union leave. Any leave not paid by the employer with the exception of authorized union leave, will not be considered "regular hours paid".

- 10.02 (i) Vacation will normally be scheduled between January 1st and December 31st of the next calendar year and will not normally be scheduled between January 1st to January 5th and December 20th to December 31st. Vacation will be granted, in a manner that will least interfere with the operation of the Employer's business. Preference for vacation time will be on the basis of seniority. Employees may request up to 2 weeks (10 vacation days) during the prime vacation periods. The prime vacation period shall include March break and the months of June, July, August and September. If vacation time is still available after all staff have had an opportunity for two weeks of prime time vacation, additional blocks of one (1) week shall be permitted to be taken with preference again determined by seniority.
- (ii) Qualifying service for vacation entitlement shall be calculated as of January 1 in any one year and shall be based on completed years of service as of January 1. Employees shall receive full vacation if one (1) or more years of continuous service has been completed before that date. Employees with less than one (1) year's continuous service shall receive vacation pro-rata based on the number of months worked prior to that date. To be eligible for incremental vacation days, the required years of service must be completed by December 31. All vacation credits accrued to December 31 in any year must be used before May 1 in the next

succeeding year, unless the employee has requested in writing in advance to carry over up to five (5) unused accumulated vacation credits. Such request shall not unreasonably be denied.

- (iii) An employee if they choose will be permitted to break their vacation into two (2) or more parts. During the prime time vacation periods outlined in Article 10.02 (i) employees will be required to take their vacation in one (1) calendar week blocks.
- (iv) Single vacation days may be requested prior to the posting of the schedule and are subject to the approval of the Supervisor. Such approval will be based on operational requirements and will not be withheld unreasonably. Vacation days requested after the posting of this schedule will be granted at the sole discretion of the Department Head.
- (v) All vacation requests must be submitted by November 1st and approved by January 5th, in each year for vacation to be used in the following year.
- (vi) Based on operational requirements, the Employer may allow both shift rotations to have vacation approved within the same pay period.

10.03 If an employee leaves the service of the Employer for any reason whatsoever, they shall be paid the amount of vacation due them calculated on a pro rata basis retroactive to the time vacation was last calculated or the commencement date of employment if no previous vacation has been received. Employees leaving employment must give fourteen (14) calendar days notice in writing to their immediate supervisor or forfeit that vacation that exceeds the requirements of the *Labour Standards Code - Vacation Pay*.

10.04 When a holiday as defined in Article 9 of this Agreement occurs during an employee's annual vacation the day shall be posted as a statutory holiday rather than a vacation day.

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

10.06 Where an Employee has scheduled an approved leave of vacation of at least one (1) calendar week (Monday to Sunday) or more (the vacation period), the Employee shall be scheduled off the weekend immediately after the vacation period. Where possible, employees shall be scheduled off the weekend immediately prior to and after the vacation period.

- 10.07 Employees who are hospitalized or infirmed as a result of a medical procedure such as surgery prior to scheduled vacation periods shall be reimbursed for any vacation days falling within the period of hospitalization to be available for the employee upon their return to work. The Employer reserves the right to require proof of hospitalization or surgery for such instances.
- 10.08 Vacation entitlement, for part-time employees shall be pro-rated on the basis of total regular hours paid in the preceding calendar year.
- 10.09 Employees required to return early from vacation shall be compensated for all time worked at the rate of two (2) times the regular rate of pay for any scheduled vacation days for which the employee was required to work. In addition, the Employer shall reimburse the employee for any cancellation or travel fees which would otherwise not have been incurred by the employee.

ARTICLE 11 - SICK LEAVE WITH PAY

- 11.01 All employees covered by this Agreement after three (3) month's service but retroactive to the date of employment shall accumulate sick leave at the rate of one hour (1) hour for each fourteen point four-four-four (14.444) regular hours paid to a total maximum of eleven hundred and twenty-five (1125) hours. Days absent from work on sick leave will be deducted from the accumulated total.

For the purposes of this provision Article 11.01 "Regular hours paid" means any employer paid leave of absence, employer paid workers' compensation benefits, employer paid sick leave, employer paid bereavement leave, paid vacation or authorized union leave. Any leave not paid by the employer with the exception of authorized union leave, will not be considered "regular hours worked".

- 11.02 An employee absent due to illness will report to their Department giving as much notice as possible, and in any event no less than, where it is an A.M. shift at least two (2) hours prior to the time that such employee's shift commences, and where it is an evening or night shift, at least four (4) hours prior to the time that such employee's shift commences except where it is beyond the power of the employee to do so.
- 11.03 The Employer reserves the right to investigate the reported illness of an employee including the right to request a second medical opinion by a physician of the employee's choice. The Employer, also, reserves the right to require proof of illness from a physician by utilizing Quest's physician statement form, and the employer will pay the cost for completion of this statement, if requested by the employer.

11.04 Following a sick leave, the employee shall report their availability for work at least eight (8) hours before reporting for duty, except where the sick leave has been in excess of thirty (30) consecutive calendar days, in which case, after becoming aware of the anticipated date of return, the employee shall report their availability to their supervisor with as much notice as is reasonably possible in advance of their proposed return.

11.05 Fraudulently applying for and obtaining sick leave shall be cause for immediate discharge.

11.06 Medical Appointment / Family Emergency

Employees are expected to make every effort to schedule medical/dental appointments outside working hours. Employees are requested to take only those hours required for each appointment. Except in emergencies, same day notice is not considered adequate. Employees with sufficient sick leave shall be allowed paid leave of absence of up to forty (40) hours per calendar year (pro-rated for Part-Time Employees based on full time equivalency) debited against sick leave credit in order to:

- i. Engage in personal medical and dental appointments during work hours;
- ii. Attend to family emergencies where the employee's sick child, parent, or spouse has become ill or disabled in order to make alternate arrangements where the employee's personal attention is required and which could not be serviced by others or attended to by the employee outside their work hours.

The Employer may require verification of the condition claimed.

11.06 Quest shall provide an LTD program.

- (a) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.
- (b) Should an Employee in receipt of Long Term Disability benefits cease to be disabled the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.

- (c) Employee's in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Employee's may claim accumulated paid vacation and holiday benefits at any time.
- (d) During the elimination period and while in receipt of Long Term Disability benefits, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the employee share of the benefit premium contribution.
- (e) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than two (2) years following the commencement of the absence.
- (f) If the Employee remains in receipt of Long Term Disability benefits after the two (2) years, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee's portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

ARTICLE 12 - SENIORITY

- 12.01 (a) The seniority of regular employees covered by this Agreement shall date from the last entry into the employment in a regular bargaining unit position with the Employer. When two (2) or more persons commence work on the same day, the Union will supply to the Employer the order in which the said employees are to be placed on the seniority list. The method of placement shall be a random draw conducted by the union executive board.
- (b) There shall be two (2) seniority lists. Seniority for casual employees will be date of hire with the Employer. Once a casual employee accepts a "regular" part time / full time bargaining unit position, seniority shall be from date of hire into that position. Seniority as a casual employee will not be transferred into a regular bargaining unit position.
- ~~Seniority shall, subject to other provisions of this Agreement, be used in determining preference or priority for promotions, layoffs, recalls and reductions of the work force. Seniority shall be considered in making transfers. Seniority shall operate on a bargaining unit wide basis.~~

12.02 A seniority roster of all employees covered by this Agreement showing name, classifications, and date of last entry into the service of the Employer in a bargaining unit position shall be updated and posted in February of each year. A thirty (30) day protest period shall be allowed following each posting. Corrections shall be made upon presentation of proof of error by an employee, or the Union, or the Employer. Any date not protested within the thirty (30) day protest period shall be considered as permanently established for the remainder of the year.

12.03 Established seniority shall not be subject to forfeiture by an employee unless:

- (i) they voluntarily leave the service of the Employer, or
- (ii) they resign in writing and does not withdraw such resignation within two (2) working days, or
- (iii) they are discharged for just cause and is not reinstated, or
- (iv) they are absent from work for more than five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible, or
- (v) an Employee employed with Quest as of November 20, 2002 who is laid off for a period of more than three (3) years or an Employee hired by Quest after November 20, 2002 who is laid off for a period of more than eighteen (18) months, or
- (vi) they fail to return to work within one (1) calendar week following a layoff, after being notified by registered mail to do so, unless through illness and verification of such illness is given to the Executive Director before the expiration of that one (1) calendar week. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for intermittent shifts or employment of less than three (3) months duration at a time, when they are employed elsewhere, shall not lose their recall rights for refusal to return to work.

However, it can be mutually agreed between the Union and the Employer to waive subsections (v) and (vi) of Article 12.03.

12.04 Displacement / Lay Off / Recall Redeployment Committee

In the event of a proposed downsizing within the bargaining unit, the employer is required to give notice to the Union prior to any notice being provided to an individual employee in accordance with the collective agreement. The Redeployment Committee will be convened to discuss the issues of concern

related to these matters. Unless mutually agreed otherwise, the Redeployment Committee shall consist of two (2) Employer representatives and two (2) Union representatives. Both parties shall have access to their advisor(s) as necessary. If either the Union members or the Employer members are planning to bring an outside advisor to a committee meeting, they shall provide notice of such to the other party. In the case of the Union it shall be their assigned National Representative.

The following rules shall apply to lay offs, displacements, recall and working during the recall period:

In the event of lay-off or reduction of the work force, employees shall be displaced. The "displacement" process shall apply as follows:

- (a) Temporary employees shall be terminated before any regular employees are laid off and lateral transfers to positions within the job classifications with an equivalent number of hours, or less at the employee's discretion, will be implemented.
- (b) A regular employee whose position is affected by the employer's decision to layoff shall either accept lay off or,
 - i) displace the most junior regular employee in their classification (at the employee's option, the employee may be permitted to combine the most junior employees in that classification up to equivalent or less hours, provided such combination is operationally practical) or,
 - ii) in the event there is no junior regular employee in the displaced employee's own classification, the displaced employee may displace the most junior employee in the bargaining unit for which the displaced employee has sufficient qualifications to do the work required (at the employee's option, the employee may be permitted to combine the most junior employees in that classification up to equivalent or less hours, provided such combination is operationally practical).
- (c) Any employee who may have their hours reduced because of the layoff procedure or who does not wish to exercise their rights under i) or ii) above shall have the option of taking the reductions in hours or lay off.
- (d) In the event of recall, employees with the most seniority shall be recalled first provided they possess the required qualifications and ability to perform the work available.

- (e) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority in the bargaining unit. Such return shall not result in the layoff or transfer of an employee holding greater seniority.
- (f) Employees may be transferred (by mutual agreement) temporarily to a position with the Employer outside the bargaining unit for a period of up to eighteen (18) months. During such time the employee shall not accumulate seniority. Upon return to the bargaining unit, the seniority date shall be adjusted to reflect the time away from the bargaining unit.
- (g) No new employee will be hired until those laid off have been given an opportunity to be recalled providing the laid off employee possesses the required qualifications and knowledge to perform the work available.
- (h) In the case of lay-off it is agreed the Employer give fourteen (14) days notice in writing to the employee, or pay in lieu.
- (i) Working During Recall Period
A laid off employee who has elected to be placed on the recall list may also elect to work as a casual employee. Working as a casual shall not affect the employee's rights to recall.

12.05 In the event that casual employees who have indicated availability for casual shifts and are consistently unavailable for these assigned shifts, the Employer may cease assigning them shifts.

Special consideration shall be given when insufficient shifts are available.

ARTICLE 13 - VACANCIES AND TRIAL PERIOD*

13.01 Vacancies

The following rules shall apply to vacancies and promotions:

- (i) All proposed vacancies in the bargaining unit and permanent promotions to classifications within the bargaining unit shall be posted on bulletin boards for a period of seven (7) days thereby affording employees an

opportunity to make applications in writing for such vacancies and promotions; and

- (ii) The Employer has the right to fill vacancies but it agrees that where two (2) or more persons of equal merit and ability are being considered, the award will be made on the basis of seniority.

13.02 Notice of Vacancy

Such notice shall contain the following information:

- (a) the nature of the position; and
- (b) the number of hours weekly;
- (c) the required knowledge, education and skills; and
- (d) the unit if applicable; and
- (e) the wage or salary rate.

13.03 Filling Position of Temporary Basis

- (a) The Employer shall have the right to fill a position within the bargaining unit on a temporary basis not to exceed one hundred and eighty (180) days until a permanent appointment has been made.
- (b) The Employer may fill temporary vacancies in the bargaining unit of longer than one hundred and eighty (180) days on a term basis, through the posting procedure in the case of a pregnancy leave or approved leave of absence for a bargaining unit employee. The term employee may only be hired to replace an incumbent employee on approved leave.

13.04 Trial Period

In filling a vacancy in an existing or new position within the bargaining unit, a successful applicant who is currently an employee of the Employer shall be on a trial period in their new position for a period of up to three hundred and sixty (360) hours of actual work in that position. Conditional upon satisfactory performance, the employee shall be declared regular after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if such employee is unable to perform the duties of the new position, or wish to return to their previous position, the employee shall be returned to their former position at their former rate of pay and without loss of

seniority. Any employee promoted or transferred because of any rearrangement of positions within the bargaining unit shall be returned to the employee's former position at the former rate and without loss of seniority.

13.05 Notification of Successful Candidate

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be provided to the Union.

The successful applicant shall assume the duties of their new position within two (2) weeks of receiving notice from the Employer that they were the successful applicant.

13.06 Diversity*

The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 13.01.

ARTICLE 14 - BEREAVEMENT LEAVE*

14.01* Should a death occur in an employee's immediate family [wife, parent, legal guardian, step-parents, husband, children, brothers, sisters, or common law spouse (when previous identification of such has occurred with the Employer)] they shall be granted five (5) consecutive calendar days bereavement leave effective midnight following the death for the purpose of enabling the employee to look after funeral arrangements or to attend the funeral.

- 14.02 Should a death occur of an employee's grandparents or grandchildren, mother-in-law and father-in-law such employees shall be granted three (3) consecutive calendar days bereavement leave effective midnight following the death.
- 14.03 One (1) day with pay may be granted to an employee to attend the funeral of a near relative, i.e., brother-in-law or sister-in-law, aunt, uncle, niece, nephew or anyone permanently residing in the employee's household or anyone with whom the employee permanently resides.
- 14.04 Payment under Articles 14.01, 14.02 or 14.03 shall cover scheduled shifts that would otherwise have been worked.
- 14.05*An employee may choose to defer two (2) days of bereavement leave if the funeral or service occurs outside the period immediately following the death.

ARTICLE 15 - COMPASSIONATE CARE LEAVE

- 15.01 (a) An employee who has been employed by the Employer for a period of at least seven hundred and forty-two point five (742.5) hours is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:
- i. Parent (and step) of the Employee
 - ii. Sibling (and step) of the Employee
 - iii. Spouse (and common law) of the Employee
 - iv. Child (and step) of the Employee
 - v. Grandchild (and step) of the Employee
 - vi. Grandparents of the Employee
 - vii. Current father-in-law, mother-in-law of the Employee
 - viii. Legal Guardian
 - ix. Son-in-law, daughter-in-law of the Employee
 - x. Any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code as amended from time to time.

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 date the leave began. Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate.

The in-law and step-relative relationships referred to in this provision will only be considered immediate family in cases where it is a current relationship at the time of the request for the leave.

- (b) The employee may take up to a maximum of eight (8) weeks of leave during the maximum twenty-six (26) week period. A Compassionate Care Leave may only be taken for periods not less than one (1) weeks 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.
- (c) The Employer shall grant to the employee the option of maintaining membership in the benefit plans 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 an employee opts in writing to maintain membership in the benefit plans the employee shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

ARTICLE 16 - PREGNANCY AND PARENTAL LEAVE

- 16.01 An employee, upon written request, shall be granted pregnancy, parental or adoption leave without pay in accordance with the *Labour Standards Code*. The employee shall be required to provide the Employer with an expected date of return to work. The employee will be required to pay 100% of the cost shared benefits and voluntary deductions while on pregnancy, parental or adoption leave. At the employee's request these deductions may begin prior to the start of such leave.
- 16.02 Employees on pregnancy, parental and adoption leave shall continue to accumulate service and seniority.
- 16.03 Where an employee wishes to change the expected date of return to work, as previously provided pursuant to 16.01, and provided the change of the expected date of return to work falls within the periods of leave provided under the *Labour Standards Code*, the employee shall provide the Employer with at least four (4)

weeks advance notice from their original expected date of return to work or the changed date of return to work, whichever is sooner.

Upon return to active employment, employees shall resume work in their former or equivalent position.

16.04 While an employee is on pregnancy/birth 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 shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave. The Employee must make arrangements for the payment of premium costs prior to the leave in a manner satisfactory to the Employer.

ARTICLE 17 - LEAVE OF ABSENCE*

17.01* Operational requirements permitting, up to two (2) members of Local 1028 may be granted leave of absence without pay to attend Union related seminars, conventions and/or education programs that directly benefit the membership of Local 1028 and are requested/approved by the Union Executive.

Employees shall request the leave of absence in writing not less than two (2) weeks prior to the date to be absent. Such leave request shall not unreasonably be denied.

If requested in writing by the Union, the Employer will maintain regular pay and benefits for employees off on approved Union leave. The Union shall reimburse the Employer for the full cost of maintaining pay and benefits upon receipt of an invoice from the Employer.

17.02 (a) Employees may request a leave of absence of five (5) days or more without pay for personal reasons. Such requests shall be made to the Director of Human Resources and will only be granted if holiday and vacation time is not available.

Employees shall request the leave of absence in writing not less than two (2) weeks prior to the date to be absent.

Operational requirements permitting, such requests shall not be unreasonably denied.

Where the approved leave of absence extends beyond ten (10) working days, the employee is responsible to pay Quest 100% cost of benefits.

- (b) An employee who has completed their probationary period may be entitled to three (3) days leave per annum to attend to personal matters of an emergency nature. Emergency is defined as an unexpected occurrence when deemed by the Employer to be serious and requiring the employee's immediate attention. Such leave will be granted with the approval of the Executive Director and shall be deducted from the employee's sick leave accrual time and documented as personal leave. Unused personal leave does not accumulate from one year to the next.

17.03 Representatives of the Union shall not suffer any loss of regular pay or benefits for time involved in Union-Employer business outside negotiations. Where such business requires an employee be absent from regular duties, the absence must be authorized in advance by the employee's supervisor.

17.04 An employee shall not lose regular pay for time spent in processing their grievance or time spent at the arbitration hearing.

17.05 The Employer agrees to continue wages and benefits of employees involved in the process of contract negotiations and therefore agrees to grant leave of absence with pay to three (3) Union committee members on scheduled working days for the purpose of negotiating.

17.06 The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror in a court of law. The employee shall continue receiving their normal earnings.

17.07 An employee who has been subpoenaed to appear as a witness for any employment related matter or arbitration, shall not lose pay or benefits for time required to testify and travel to and from the workplace.

17.08 Employees shall have no loss of regular pay for time spent in writing examinations for employer endorsed educational programs.

17.09 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:

1. Take the absent time as unpaid; or
2. Deduct the absent time from accumulated overtime, holiday time or vacation; or

3. 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.

17.10 Domestic Violence Leave*

An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to a leave of absence if the Employee or a child of the Employee experiences domestic violence in accordance with the *Labour Standards Code*.

ARTICLE 18 - ISSUANCE OF REQUIRED CLOTHING

- 18.01 The Employer agrees to provide each employee with uniforms or protective clothing required to be worn by the Employer, and will issue replacements as required without cost to the employee, provided an unserviceable uniform is turned in to Quest. Clothing provided by the Employer shall only be worn for Employer authorized purposes.
- 18.02 An Employee assigned to go swimming with clients shall be entitled to an allowance to purchase an appropriate swimsuit to be worn in the course of their duties while attending client swimming programming. The Employer will reimburse (upon receipt) those Employees up to seventy-five dollars (\$75.00) per two calendar years.

ARTICLE 19 - PAYDAY PERIODS

- 19.01 Payday shall be bi-weekly. The Employer will endeavour to maintain the current pay practice of paying Employees every second Thursday. However, if it is operationally necessary to change such practice, the Employer shall notify Employees in writing of such change not less than sixty (60) days in advance of the change.

ARTICLE 20 - BULLETIN BOARD

- 20.01 A bulletin board shall be available at each of the Employer's work sites for the posting of notices of Local Union 1028.

ARTICLE 21 - TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

- 21.01 Temporary assignment - Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own they shall be paid their own classification rate. If an employee is assigned to perform work in a classification within the bargaining unit paying a higher rate they shall receive the rate that goes with that classification beginning on the first working day.
- 21.02 When an employee within the bargaining unit is designated to act as a charge person, the assigned employee shall receive seven dollars (\$7.00) per shift in addition to their own classification rate commencing on the first working day. For any overtime hours worked, the seven dollar (\$7.00) addition to classification rate shall not be included and the employee shall receive overtime based on their original classification rate only. In the event that the assigned employee has to leave early and is replaced by another employee, the employee originally assigned the work shall receive the seven dollars (\$7.00) allowance for the shift and the replacement employee shall receive the prorated amount of seven dollars (\$7.00) for that portion of the shift worked.

ARTICLE 22 - WAGES*

- 22.01 Wages shall be paid as per attached schedule, namely, Appendices "A" and "B" and shall be part of this Agreement.
- 22.02 Recognition of Previous Experience – RRWs*

RRWs may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer of the RRW's previous experience as either an RRW for the purpose of initial placement on Schedule A. The RRW must submit the evidence within 30 days of commencement of employment. An RRW will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

ARTICLE 23 - MANAGEMENT AND LABOUR RELATIONS

- 23.01 The Union agrees that during the life of this Agreement there shall be no strikes, suspension or slow down of work, picketing or any other interference with the Employer's business and to this end the Union will take affirmative action to prevent any employee who is a member of the Union from going on strike, or suspending or slowing down their work or picketing.

- 23.02 The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism for other than necessary reasons. Where the Employer sends a letter to an Employee pursuant to the Attendance Management Program, such letter shall be copied to the Union.
- 23.03 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees in any matters between the Local Union and the Employer. Where such assistance requires the presence of the Union representative on the premises, the Union shall notify the Employer prior to the representative attending. The Local Union shall notify the Employer of the names of employees to be involved in the business being conducted with the Union representative.
- 23.04 The Employer and the Union shall continue to meet on an as-needed basis but no less than once every three (3) months.
- 23.05 Except as herein provided, all correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Executive Director / Designate of the Society including Human Resources correspondence and the President / Designate of the Union.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of not more than three (3) stewards. The duty of each steward shall be to assist any employee in preparing and in presenting their grievance in accordance with grievance procedure.
- 24.02 The Union shall notify the Employer in writing of the name of each steward before the Employer shall be required to recognize them.
- 24.03 In order that work of the Employer shall not be unreasonably interrupted, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.
- 24.04 Should a dispute arise between the Employer and any employee or the Union
- regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, such dispute shall be settled without interruption of the Employer's business but

shall be commenced after the end of the normal shift, in the following manner:

Step 1

The aggrieved employee, accompanied by a steward, or the steward only, in the event of a group of employees is involved, shall submit the grievance in writing to the Human Resources Director concerned within five (5) clear working days from the date that the incident giving rise to the dispute came to the knowledge of the employee. The Human Resources Director concerned shall have a maximum of five (5) clear working days in which to render their decision in writing.

Step 2

If the decision of the Human Resources Director is unacceptable to the Union, the Union may submit the matter to the Executive Director of QUEST in writing within ten (10) clear working days from the day the Human Resources Director rendered their decision in writing. The Executive Director of QUEST shall render their decision in writing within ten (10) clear working days after receipt of such notice. Before rendering their decision said Executive Director of QUEST shall afford an opportunity to the President of the Union or their representative and to the steward involved to discuss with them the subject matter of the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union may within ten (10) clear working days from the day the Executive Director of QUEST rendered their decision, give ten (10) clear working days notice in writing to the Executive Director of QUEST of its intention to refer the dispute to arbitration.

Step 4

- (a) The Employer and the Union shall each appoint one (1) member to a Board of Arbitration, within fifteen (15) clear working days following written notice requiring arbitration. The members so appointed shall select within five (5) days after the appointment of the second member a third member who shall be Chairperson unless it is mutually agreed by the Employer and the Union that the case should be heard by a single arbitrator. If either party refuses or neglects to appoint a member as aforesaid, to a Board of Arbitration, the Minister of Labour for the Province of Nova Scotia may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of a Chairperson, the Minister of Labour for the Province of Nova Scotia shall appoint the said Chairperson.
- (b) Each party shall pay:
 - (i) the fees and expenses of their appointed member;

- (ii) divide equally any fees and expenses of the Chairperson or single arbitrator (to the extent such is not already paid by the Department of Labour).
- (c) An Arbitrator or Arbitration Board when constituted under this Agreement shall not have the power to amend any Article contained in this Agreement. The Arbitrator or Arbitration Board shall have the power to modify any penalty of discharge or discipline.

Where there is an Arbitrator, the Arbitrator's decision shall be final and binding.

Where there is an Arbitration Board, the majority decision of the said Arbitration Board shall be final and binding. In the event that at least two (2) of the members fail to agree, the decision of the Chairperson shall be deemed to be the majority decision.

- (d) It is recognized that the Union may be assisted by a representative of the Canadian Union of Public Employees in processing grievances or arbitration cases.
- (e) The Employer may institute a grievance by delivering same in writing to the President of the Union and the President shall answer in writing such grievance within five (5) clear working days. If the answer is not acceptable to the Employer, the Employer may within ten (10) clear working days from the day the President gave their answer, give ten (10) clear working days notice to the President of the Union of its intention to refer the dispute to arbitration.
- (f) The Union reserves the right to file a grievance.
- (g) Subject to Article 2.02 a probationary employee may be terminated at the sole discretion of the Employer.
- (h) In cases of dismissal, if the Arbitrator or Arbitration Board finds that an employee has been unjustly suspended or discharged, the Arbitrator or Arbitration Board may modify any penalty of discharge or discipline and may make an order restoring to the employee or to the Union all rights and benefits provided by this Agreement in accordance with the substituted penalty which may include reimbursement of all or a portion of wages lost.

24.05 When the Employer intends to discipline an employee the employee affected

shall be given the option of being accompanied by a steward.

ARTICLE 25 - JOB SECURITY

25.01 Contracting Out

- (A) Effective upon signing the Collective Agreement, the Employer shall not contract out work of the bargaining unit, if to do so would cause undue hardship or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated or laid off from employment or have their hours of work reduced as a result of the employer contracting out.

- (B) In the event that the Employer relocate to another facility, the parties agree that the services previously performed by the bargaining unit which were contracted out in Article 23.01 (B) will be returned to the bargaining unit, provided it is operationally practical to do so. Should it not be operationally practical to return said services / work to the bargaining unit, the Employer will provide the reason with particulars to the Union in writing.

ARTICLE 26 - DISCIPLINE AND DISCHARGE

26.01 Subject to Article 2.02 a newly hired probationary employee may be terminated at the sole discretion of the Employer.

26.02 A regular employee who has completed their probationary period may be dismissed but only for just cause and only upon the authority of the Employer.

When a regular employee is discharged or suspended they shall be given the reason in writing as soon as is reasonably possible.

26.03 Employees shall be provided with a written record of disciplinary action when imposed.

26.04 Should it be found that a regular employee has been unjustly suspended or discharged, the employee shall be reinstated to their former position without loss of regular pay, benefits and seniority or by any other arrangement mutually agreed between the parties or as directed by a Board of Arbitration if given the jurisdiction by the parties.

26.05 (a) An employee may request in writing that the file be cleared of discipline

action following eighteen (18) months. Such request shall be granted provided the employee's file does not contain any other discipline during the eighteen (18) month period.

- (b) Each employee is entitled to have access to the employee's personnel file during normal business hours. In such case the employee shall make an appointment with the Employer. The employee shall have the right to make a copy of materials on the employee's personnel file, except that references or appraisals from outside the Employer may not be shown to the employee. The Employer may require reimbursement for costs associated with the copying of materials.

26.06 The Employer agrees not to introduce, as evidence, in a hearing relating to disciplinary action, any documents from the file of an employee, the existence of which the employee was not aware at the time of filing.

ARTICLE 27 - RETIREMENT AGE

27.01 The normal retirement age shall be in accordance with the existing Pension Plan.

27.02 Retirement Allowance - A full-time employee who is retiring in accordance with the eligibility requirements of the employee's pension plan or CPP, or upon death shall be granted a Retirement Allowance, the equivalent of:

- (i) one-half (.5) month's pay, if they have been employed for three (3) years but less than ten (10) years;
- (ii) one (1) month's pay, if they have been employed for ten (10) years but less than fifteen (15) years;
- (iii) two (2) months' pay, if they have been employed for fifteen (15) years but less than twenty (20) years;
- (iv) three (3) months' pay, if they have been employed for twenty (20) years or more;

A part-time employee who is retiring in accordance with the eligibility requirements of the employee's pension plan or CPP, or upon death shall be granted a pro-rated Retirement Allowance based on hours worked.

The hourly rate which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the hourly rate which the

employee was receiving on the date of the termination of their employment.

The benefit shall cease to accumulate and be frozen effective March 31, 2015. This is in accordance with the requirements under the Public Service Sustainability Act (2015). Nothing herein changes upon the future official exemption of the Employer from the Public Service Sustainability Act (2015). The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the Public Service Sustainability Act (2015) and that this shall in no way be construed as the Union accepting, or in any way admitting to the constitutionality of Bill 148 in whole or in part.

ARTICLE 28 - GENERAL CONDITIONS, GROUP INSURANCE PLAN AND EXTENDED HEALTH BENEFITS*

- 28.01 The Employer agrees to continue a life insurance plan on a 50-50 cost sharing basis. Such a plan shall be the plan of the Nova Scotia Association of Health Organizations or its equivalent.
- 28.02 The Employer shall endeavour to make all reasonable arrangements to have the Administrators of the Employee's Pension Plan provide a statement with total amount plus interest of Employees' contributions into the Employee's Pension Plan, by June 30th each year. Once the statement is provided to the Employer by the Administrators of the plan, the Employer shall provide the statement to the employees as soon as reasonably practical.
- 28.03 Where possible lockers shall be provided for staff covered by this Agreement.
- 28.04 No employee shall be transferred or changed from a higher group to a lower group until it has been discussed with the union executive.
- 28.05 Health Plans
The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Nova Scotia Association of Health Organizations Manulife Health Plan or its equivalent. This provision shall apply to employees who agree to pay the other thirty-five percent (35%) of the premiums.
- 28.06* Employees who accompany residents during scheduled, approved meal outings will be reimbursed by the employer an amount up to fifteen (\$15.00) dollars without a receipt to cover the cost of a meal for that outing. Any fees or ticket costs incurred by the employee in accompanying a resident will be reimbursed by the employer with a receipt.

- 28.07 Employees who are required to work outside of the Employer's premises and incur any increased costs such as mileage, and parking fees not normally incurred while working on the Employer's premises, may submit an expense claim with receipts for reimbursement.
- 28.08 The Employer agrees that in the event that the H.R.M. Pension Plan is no longer available for QUEST employees, that the Employer will, pending approval of the Nova Scotia Health Employees' Pension Plan (NSHEPP), enroll employees in the NSHEPP. If this plan is not available for employees, then the Employer will consult with the Union on options for other defined benefit plans.
- 28.09 Without detracting from the existing rights and obligations of the parties, recognized in other provisions of this Agreement, QUEST and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency or other addictions to participate in a coordinated program directed toward their rehabilitation.
- 28.10 When an employee is required by the Employer to use their personal vehicle for work the Employer will reimburse the employee for mileage at the rate determined by the Provincial Government as adjusted from time to time.
- 28.11 The Employer, the Union and employees acknowledge their respective responsibilities and obligations under the Occupational Health and Safety Act and agree to abide by them.

ARTICLE 29 - WORKERS' COMPENSATION / INJURY ON DUTY

29.01 Workers' Compensation

- (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) The Employer and the employee shall continue to cost share the premiums

of the group health benefit plan, group life insurance and pension plan while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.

- (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 shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY*

30.01 The parties agree that they are bound by the Nova Scotia *Occupational Health and Safety Act*, and the Employer agrees to ensure that a copy of the Act will be posted at the workplace.

30.02 Workplace Violence*

The Employer, the Union and all Employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

(a) VIOLENCE RISK ASSESSMENT

The Employer agrees to have a current violence risk assessment for all worksites in accordance with the provisions of the Occupational Health and Safety Act (the "OH&S Act).

The employer agrees to update the violence workplace assessment for a worksite in accordance with the provisions of the OH&S Act.

(b) WORKPLACE VIOLENCE PREVENTION PLAN

The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the provisions of the OH&S Act. The Plan will be available to all employees in accordance with the OH&S Act.

(c) TRAINING

The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace in accordance with the provisions of the OH&S Act. The training will include the following in accordance with the provisions of the OH&S Act:

- i. The rights and responsibilities of employees under the OH&S Act.
- ii. The workplace violence prevention statement.
- iii. The measures taken by the employer to minimize or eliminate the risk of violence.
- iv. How to recognize a situation in which there is a potential for violence and how to respond appropriately.
- v. How to respond to an incident of violence, including how to obtain assistance.
- vi. How to report, document and investigate incidents of violence.

(d) EMPLOYEES WHO EXPERIENCE VIOLENCE

Where an incident of violence has occurred in the workplace it will be reported to the Employer and joint Occupational Health and Safety Committee.

The Employer agrees to provide supports in accordance with the provisions of the OH&S act to employees who experience violence in the workplace.

(e) NO REPRISALS

The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident of workplace violence.

ARTICLE 31 - DUTY TO ACCOMMODATE

31.01 The parties agree that they are bound by the *Human Rights Act* and recognize that the Act establishes a duty to accommodate employees to the point of undue hardship. Therefore, the parties agree not to discriminate against employees contrary to the *Human Rights Act* and they recognize that the Employer, the Union and individual employees all have a role to play in the accommodation process under the Act.

ARTICLE 32 - DOMESTIC VIOLENCE

32.01 If an employee provides evidence that they were absent from work due to domestic violence against themselves or their dependent child(ren), and their absence is not covered by sick leave or disability insurance, the employee will not be subject to disciplinary action.

ARTICLE 33 - SUCCESSOR RIGHTS

33.01 In the event the Employer becomes merged or amalgamated with another employer which has employees represented by another union, the provisions of this Agreement shall continue in force until the successor union is determined by the Labour Relations Board and a new collective agreement is negotiated to cover the employees in this bargaining unit.

ARTICLE 34 - TERM OF THIS AGREEMENT*

34.01 Term of the Agreement*

This agreement shall be binding upon both parties from the date of signing to March 31, 2026 and shall continue from year to year unless notice by registered or personal letter is given sixty (60) days prior to the 31st day of March by either party to the other of a desire to negotiate a new agreement or to amend an existing agreement.

Upon receipt of such notice of either party, negotiations to conclude an agreement shall commence after twenty (20) clear days after notice was given or such further time as the parties may agree.

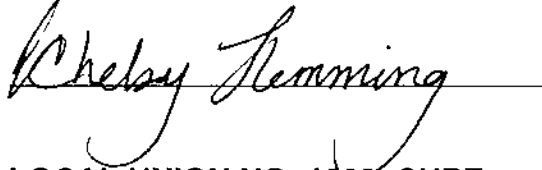
34.02* Wages for all employees shall be retroactive to April 1, 2021, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this agreement.

DATED at Halifax Regional Municipality, Nova Scotia, this 30 day of May, A.D., 2024.

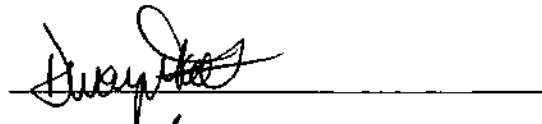
SIGNED, SEALED AND DELIVERED in the presence of:

QUEST



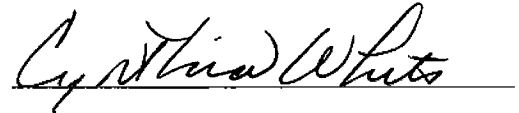


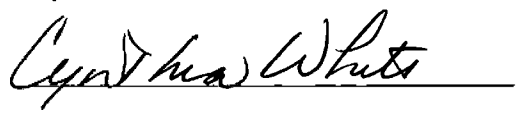
LOCAL UNION NO. 1028, CUPE

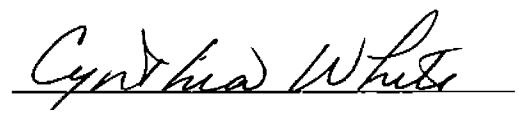


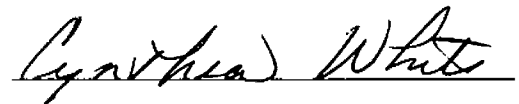


WITNESS









Appendix “A” - Wages (Except for LPNs)

NOTE: All hourly rates are based on 1956.675 hours.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		Wage Adjustment		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.00%	
				Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.1-23 Hourly Rate	Apr.1-23 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Residential Rehabilitation Worker (Not Meeting Criteria)	Probationary Rate	\$ 16.4057	\$ 32,101	\$16.6518	\$32,582	\$16.9016	\$33,071	\$17.8982	\$35,021	\$18.4351	\$36,072	\$18.5273	\$36,252	\$19.0831	\$37,339	\$19.4648	\$38,086
	Regular Rate	\$ 16.6848	\$ 32,647	\$16.9351	\$33,136	\$17.1891	\$33,633	\$18.1857	\$35,583	\$18.7313	\$36,651	\$18.8250	\$36,834	\$19.3898	\$37,940	\$19.7776	\$38,698
Utility Workers	Probationary Rate	\$ 17.4489	\$ 34,142	\$17.7106	\$34,654	\$17.9763	\$35,174	\$18.9729	\$37,124	\$19.5421	\$38,238	\$19.6398	\$38,429	\$20.2290	\$39,582	\$20.6336	\$40,373
Dietary Worker	Regular Rate	\$ 17.7453	\$ 34,722	\$18.0115	\$35,243	\$18.2817	\$35,771	\$19.2783	\$37,721	\$19.8566	\$38,853	\$19.9559	\$39,047	\$20.5546	\$40,219	\$20.9657	\$41,023

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.00%	
				Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Residential Rehabilitation Worker	Start	\$ 21.2513	\$ 41,582	\$21.5701	\$42,206	\$23.1669	\$45,330	\$23.8619	\$46,690	\$23.9812	\$46,923	\$24.7006	\$48,331	\$25.1946	\$49,298
	After Year 1	\$ 21.6127	\$ 42,289	\$21.9369	\$42,923	\$23.6401	\$46,256	\$24.3493	\$47,644	\$24.4710	\$47,882	\$25.2051	\$49,318	\$25.7092	\$50,305
	After Year 2					\$24.1220	\$47,199	\$24.8457	\$48,615	\$24.9699	\$48,858	\$25.7190	\$50,324	\$26.2334	\$51,330
	After Year 3					\$24.6150	\$48,163	\$25.3535	\$49,609	\$25.4803	\$49,857	\$26.2447	\$51,352	\$26.7696	\$52,379
	After Year 4					\$25.1166	\$49,145	\$25.8701	\$50,619	\$25.9995	\$50,873	\$26.7795	\$52,399	\$27.3151	\$53,447
Cook	Probationary Rate	\$ 22.0244	\$ 43,095	\$22.3548	\$43,741	\$22.6901	\$44,397	\$23.3708	\$45,729	\$23.4877	\$45,958	\$24.1923	\$47,336	\$24.6761	\$48,283
	Regular Rate	\$ 22.3987	\$ 43,827	\$22.7347	\$44,484	\$23.0757	\$45,152	\$23.7680	\$46,506	\$23.8868	\$46,739	\$24.6034	\$48,141	\$25.0955	\$49,104

Appendix "B" - Wages (LPNs)

NOTE: All hourly rates are based on 1956.675 hours.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%		
			Nov.1-21 Hourly Rate	Nov.1-21 Approx. Annual Rate	Nov.1-22 Hourly Rate	Nov.1-22 Approx. Annual Rate	Nov.1-23 Hourly Rate	Nov.1-23 Approx. Annual Rate	Oct.31-24 Hourly Rate	Oct.31-24 Approx. Annual Rate	Nov.1-24 Hourly Rate	Nov.1-24 Approx. Annual Rate	Nov.1-24 Hourly Rate	Nov.1-24 Approx. Annual Rate	Nov.1-25 Hourly Rate	Nov.1-25 Approx. Annual Rate	
LPN-2 (Licensed Practical Nurse)	Start	\$28,2304	\$55,238	\$28,6539	\$56,066	\$29,0837	\$56,907	\$29,9562	\$58,615	\$30,1060	\$58,908	\$30,1060	\$58,908	\$31,0092	\$60,675	\$31,6294	\$61,888
	Year 1	\$28,8771	\$56,503	\$29,3103	\$57,351	\$29,7500	\$58,211	\$30,6425	\$59,957	\$30,7957	\$60,257	\$30,7957	\$60,257	\$31,7196	\$62,065	\$32,3540	\$63,306
	Year 2	\$29,5012	\$57,724	\$29,9437	\$58,590	\$30,3929	\$59,469	\$31,3047	\$61,253	\$31,4612	\$61,559	\$31,4612	\$61,559	\$32,4050	\$63,406	\$33,0531	\$64,674
	Year 3	\$30,3189	\$59,324	\$30,7737	\$60,214	\$31,2353	\$61,117	\$32,1724	\$62,951	\$32,3333	\$63,266	\$32,3333	\$63,266	\$33,3033	\$65,164	\$33,9694	\$66,467
	Year 4											\$33,1416	\$64,847	\$34,1359	\$66,793	\$34,8186	\$68,129
	Year 5											\$33,9702	\$66,469	\$34,9893	\$68,463	\$35,6891	\$69,832
	Year 25	\$31,3801	\$61,400	\$31,8508	\$62,322	\$32,3286	\$63,257	\$33,2985	\$65,154	\$33,4650	\$65,480	\$35,1591	\$68,795	\$36,2139	\$70,859	\$36,9382	\$72,276

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

Appendix "C" – LPN Practice Premium

LPN Practice premiums are offered to qualified LPN's. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2021

To be eligible for a premium for a twelve (12) month period commencing April 1, 2020, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2021 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify they 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 2021 and by May each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2020 to March 31, 2021 and from April 1 to the following March 31 thereafter.

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

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

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

MEMORANDUM OF AGREEMENT*

Between:

QUEST

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1028

Seniority for Vacations*

WHEREAS the bargaining unit for Local 1028 consists of employees working at five (5) separate work sites;

AND WHEREAS employees have been hired to work at each specific work site and are not necessarily interchangeable across work sites;

AND WHEREAS those work sites require, at all times, staff coverage to meet operational requirements;

AND WHEREAS Article 10.01 (i) of the collective agreement between the parties states, "Preference for vacation time will be on the basis of seniority";

THE PARTIES HEREBY AGREE that, for the purposes of vacation only, and in accordance with the employer's policy regarding vacation preference, seniority shall be determined per work site, that is, according to the seniority of the employees working at each work site, rather than on a bargaining unit wide basis, effective the date of signing of the collective agreement.

DATED in Halifax, Nova Scotia this *30* day of *May*, 2024.

FOR THE EMPLOYER

FOR THE UNION

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MEMORANDUM OF AGREEMENT*

Between:

QUEST

And


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1028

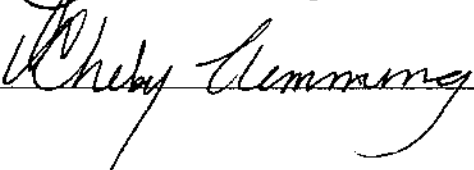
Compensation for Training and Training Relief*

1. The Employer has the right to establish mandatory training sessions for statutory safety training and training directly related to employee jobs.
2. Employees at work required to attend such training or employees required to attend training sessions on their days off shall be compensated for all hours spent in training at regular straight time hours.
3. Employees called in to work to cover for employees taking training courses shall be compensated at straight time rates for all hours that an employee is required to be in the workplace. The Employer shall notify training relief workers of the minimum number of hours they will be required for when the offer of available training relief hours is made.
4. Employees shall be offered additional training relief hours in order of seniority by classification at each worksite.
5. Acceptance of training relief hours shall be on a voluntary basis.

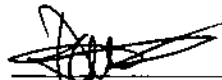
DATED in Halifax, Nova Scotia this 30 day of May, 2024.

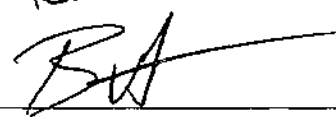
FOR THE EMPLOYER





FOR THE UNION





MEMORANDUM OF AGREEMENT***Between:****QUEST****And****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1028****12 Hour Shifts***

The Parties agree to the following Memorandum of Agreement to address 12 hour shifts. This Memorandum shall modify and amend the existing provisions of the Collective Agreement to the extent required to implement 12-hour shifts at the various worksites where it has been mutually agreed between the Parties that the 12-hour shift pattern will be implemented. Where employees continue to work 8-hour shift pattern the collective agreement remains unchanged.

All articles of the Collective Agreement not specifically referred to in this Memorandum remain unchanged for *all* shifts.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 The normal full-time hours of work shall average seventy-five (75) hours in a biweekly pay period, consisting of either (i) or a combination of (i) and (ii):

- (i) eleven and one quarter (11 $\frac{1}{4}$) hour shifts, exclusive of forty-five (45) minutes, one third of which shall be used in conjunction with a paid fifteen (15) minute period to become a second designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks; and
- (ii) seven and one half (7 $\frac{1}{2}$) hour shifts exclusive of one half ($\frac{1}{2}$) hour designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks.
- (iii) Employees cannot combine any more than two (2) fifteen (15) minute breaks at one time.
- (iv) Where staffing requirements dictate, the Employer may require employees to take their meal periods on the premises and such requirement shall not constitute overtime.
- (v) Part-time employees shall be given preference for extra shifts known prior to posting up to and including full-time hours (i.e. 11.25 hour shifts, 75 hours biweekly) provided they have indicated in writing their availability to work

such extra shifts and provided the employee is able to meet the requirements of the available shift. Available shifts arising after the schedule is posted shall be

offered to available part-timers on a reasonably equitable basis before being offered to a casual. Where this provision has been followed, any assignment to a casual shall not be deemed in violation of 2.03 (iv).

8.02 Working Schedules

- (iii) Employees will be scheduled in such a way as to receive every other weekend off, unless staffing requirements dictate otherwise; however, no employee will be scheduled off less than one (1) weekend in four (4).
- (iv) Employees working shifts of eleven and one quarter (11.25) hours will receive at least twelve (12) hours rest between shifts, unless otherwise mutually agreed between the employer and the employee.
- (v) Shifts shall be arranged so that no employee will be scheduled to work in excess of four (4) consecutive eleven and one quarter (11.25) hour shifts nor seven (7) consecutive seven and one half (7.5) hour shifts.

8.03 Employees shall receive breaks in accordance with 8.01.

8.04 Overtime

- (i) All time worked beyond the normal work day of eleven and one quarter (11.25) hours, and work in excess of seventy-five (75) hours in a fourteen (14) day pay period shall be paid for at the rate of time and one-half. All hours worked in excess of fifteen and one quarter (15.25) continuous hours in any one (1) day shall be paid at the rate of two (2) times the straight time rate.
- (v) The provisions of Article 8.04 shall not apply to a part-time employee who is assigned to work shifts in addition to those for which the employee was posted except when the employee works in excess of eleven and one quarter (11.25) hours per day or seventy-five (75) hours in a bi-weekly pay period.

ARTICLE 9 - STATUTORY HOLIDAYS

9.01 All employees covered by this Agreement shall be granted the following seven and one half (7.5) hour holidays with pay:

- | | |
|-------------------|--|
| 1. New Year's Day | 6. Local Civic Holiday |
| 2. Heritage Day | 8. Labour Day |
| 3. Good Friday | 9. National Day for Truth and Reconciliation |
| 4. Easter Monday | 10. Thanksgiving Day |
| 5. Victoria Day | 11. Remembrance Day |
| 6. July 1st | 12. Christmas Day |
| | 13. Boxing Day |

Any other day appointed by proclamation of the Governor General of Canada or the Lieutenant Governor of Nova Scotia as a general holiday.

9.02 Any member of the bargaining unit who is scheduled to work on a statutory holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to one of the following, at the employee's option:

- a) an additional seven and one half (7.5) hours of pay; or
- b) a seven and one half (7.5) hour day off in lieu at a time mutually agreed between the parties.

When a holiday as listed in Article 9.01 falls on an employees regular scheduled day off they should be entitled to another seven and one half (7.5) hour day off with pay in lieu of the holiday.

- 9.03* (i)* If a full-time, or a part-time employee who is already schedules for seventy-five hours in a bi-weekly period and is called to work on a statutory holiday with less than forty-eight (48) hours notice, they will receive a seven and one half (7.5) hour day off at a later date plus be paid at two (2) times his their regular rate for all hours worked.
- (ii)* If a casual employee who is already scheduled for and actually works seventy-five hours in a bi-weekly period and is called to work on a statutory holiday with less than forty-eight (48) hours notice, they will receive a seven and one half (7.5) hour day off at a later date plus be paid at two (2) times their regular rate for all hours worked.

ARTICLE 10 - VACATIONS

10.01 Vacation credits for full-time employees are accumulated commencing on the

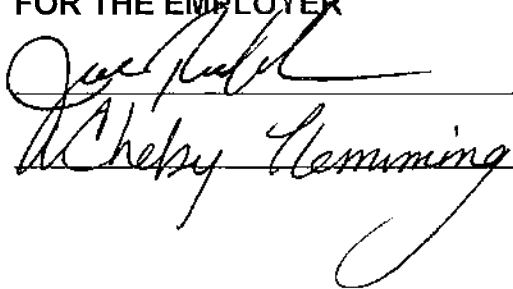
employee's anniversary date as follows:

- (i) During the first (1) year of service at the rate of 5.75% of regular hours paid (15-7.5 hour working days) to be taken in the second (2) and subsequent years
- (ii) In the sixth (6) year of service at the rate of 6.13% of regular hours paid (16-7.5 hour working days) to be taken in the seventh (7) year
- (iii) In the seventh (7) year of service at the rate of 6.52% of regular hours paid (17-7.5 hour working days) to be taken in the eighth (8) year
- (iv) In the eighth (8) year of service at the rate of 6.90% of regular hours paid (18-7.5 hour working days) to be taken in the ninth (9) year
- (v) In the ninth (9) year of service at the rate of 7.28% of regular hours paid (19-7.5 hour working days) to be taken in the tenth (10) year
- (vi) In tenth (10) year of service at the rate of 7.67% of regular hours paid (20-7.5 hour working days) to be taken in the eleventh (11) and subsequent years
- (vii) In the fifteenth (15) year of service at the rate of 9.58% of regular hours paid (25-7.5 hour working days) to be taken in the sixteenth (16) and subsequent years

This Memorandum shall remain in full force and effect for the life of the collective agreement or unless the parties agree to revert to 8-hour shifts at one or more worksites. If there is a technological change such as a move to a new facility, or a change in staff complement at a site that requires a change from 12 hour shifts at any of the worksites, then this Memorandum can be reviewed at that worksite, and a change made to the shift pattern if necessary. In the event that the Memorandum is discontinued at any worksite, any and all changes to the collective agreement made pursuant to this Memorandum shall automatically become null and void and the collective agreement, in its entirety, is revived.

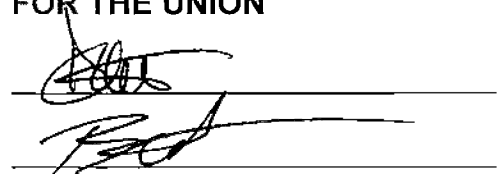
DATED in Halifax, Nova Scotia this 3rd day of May, 2024.

FOR THE EMPLOYER



 Cheryl Hemming

FOR THE UNION



MEMORANDUM OF AGREEMENT

Between:

QUEST

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1028


Dental Plan


The parties agree that dental benefits will be made available to all permanent employees in the bargaining unit in accordance with the following:

1. The Employers will make every effort to make dental benefits available to permanent employees in the bargaining unit effective April 1, 2014.
2. Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

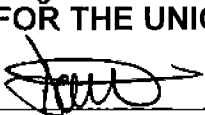
DATED in Halifax, Nova Scotia this 30 day of May, 2024.

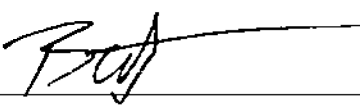
FOR THE EMPLOYER





FOR THE UNION





MEMORANDUM OF AGREEMENT

Between:

QUEST

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1028

Retirement Allowance

Employees will have the option of either (1) an early payment of the benefit as of March 31, 2015 or (2) receive pay out upon retirement or death, in accordance with the Collective Agreement, which applied to them as of March 31, 2015, but not both. If an Employee elects and receives the early payout, the applicable provision of the Collective Agreement no longer applies to them. They have accepted payment in lieu of that benefit.

Employees who wish to choose an early payout must opt to do so in writing to the Employer not later than thirty (30) calendar days after the Employer gives notice of their eligibility for an early payout. Any Employee who does not provide written notification of choosing payout within the thirty (30) calendar days is deemed to have selected option (2).

If an Employee receives the early payout, the salary used to calculate the amount shall be the hourly rate that is in effect the day immediately preceding the date of the first 1.5% wage increase, as set out in the respective Collective Agreements:

For Collective Agreements expiring on October 31, 2020, the date is October 31, 2017.

For Collective Agreements expiring on March 31, 2021, the date is March 31, 2018.

For Collective Agreements expiring on March 31, 2022, the date is March 31, 2019.

If an Employee elects to receive the benefit at retirement or death, the salary will be based on the salary the employee is receiving at the time of retirement or death.

To be eligible for the early payout option, the Employee must have met the eligibility requirements (be it years of service or otherwise contained in the Legislation or Collective Agreement) prior to March 31, 2015.

Casual employees are not eligible.

DATED in Halifax, Nova Scotia this 30 day of May, 2024.

FOR THE EMPLOYER

FOR THE UNION

Joe Fudall
Cheby Lemmon

[Signature]
[Signature]

MEMORANDUM OF AGREEMENT*

Between:

QUEST

And

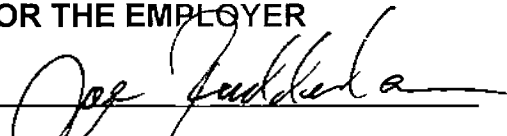
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1028

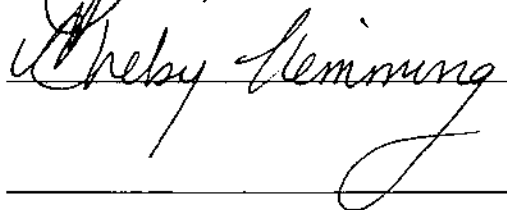
Required Education*

In the event the Province of Nova Scotia decides to amend the required Core Competencies for the Residential Rehabilitation Worker employees will have up to one (1) year to become fully qualified. The necessary education shall be provided at no cost to the Employee and any time spent acquiring such qualifications shall be compensated at straight time rates.

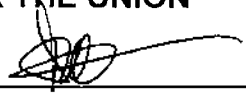
DATED in Halifax, Nova Scotia this 30 day of May, 2024.

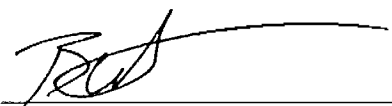
FOR THE EMPLOYER





FOR THE UNION





MEMORANDUM OF AGREEMENT*

BETWEEN:

QUEST (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1028 (the "Union")

Mentor Position*

WHEREAS the Mentor position exists to provide mentorship to the classification of Residential Rehabilitation Worker (RRW).

And WHEREAS the duties of the Mentor position are approximately 75% RRW and 25% mentoring.

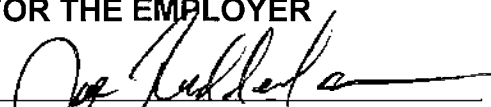
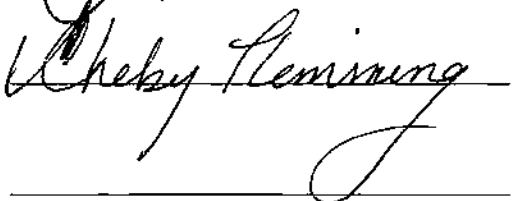
NOW THEREFORE, the Parties agree:

1. To adjust the wage rate for employees in the Mentor position to 25% of the RRW wage adjustment effective on April 1, 2022.
2. The parties agree to the following wage scale:

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		Wage Adjustment, Including 1.50%		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.50%	
			Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Mentor	\$24,5000	\$47,939	\$24,8675	\$48,658	\$26,0032	\$50,880	\$26,7833	\$52,406	\$26,9172	\$52,668	\$27,7247	\$54,248	\$28,2792	\$55,393

DATED in Halifax, Nova Scotia this 3 day of May, 2024.

FOR THE EMPLOYER

FOR THE UNION

