

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**YARMOUTH/ARGYLE HOME SUPPORT**

-and-

**THE NOVA SCOTIA NURSES' UNION**

Whereas the collective agreement between the parties has expired and the parties wish to provide for its extension;

The terms of the extension shall be as follows:

**1. Term**

November 1, 2014 – October 31, 2020

**2. Wage Rates**

The following adjustments to all wage rates shall take place over the life of this extension and shall be fully retroactive from their effective date:

- i. Increase of 1% to all rates on November 1, 2016;
- ii. Increase of 1.5% to all rates on November 1, 2017;
- iii. Increase of 0.5% to all rates on October 31, 2018;
- iv. Increase of 1.5% to all rates on November 1, 2018;
- v. Increase of 0.5% to all rates on October 31, 2019;
- vi. Increase of 1.5% to all rates on November 1, 2019;
- vii. Increase of 0.5% to all rates on October 31, 2020.

**3. Shift Premiums**

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

- (a) Increase of fifteen (15) cents (\$0.15) effective the date of ratification of this Agreement;
- (b) Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;
- (c) Increase of twenty (20) cents (\$0.20) effective October 31, 2020.

#### 4. Weekend Premiums

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

- (a) Increase of fifteen (15) cents (\$0.15) effective the date of ratification of this Agreement;
- (b) Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;
- (c) Increase of twenty (20) cents (\$0.20) effective October 31, 2020.

#### 5. Optional Retirement Allowance Payout

Incorporate the following change into the current Retirement Allowance article:

##### 19.02 Public Services Sustainability (2015) Act

- (a) Notwithstanding Article [*insert applicable Retirement Allowance Article number*], the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.
- (b) Nurses will have the option (**on a one time only basis**) to obtain an early payout of their Retirement Allowance accrued up to March 31, 2015, regardless of whether they have yet met the threshold of 10 years service or retirement, or receive payout on death or retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015.

Nurses who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

#### 6. Pregnancy, Parental & Adoption Leave

All collective agreements to be amended as outlined in Appendix "A".

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SIGNED:

On behalf of The Nova Scotia Nurses' Union



Per: \_\_\_\_\_  
JANET HAZELTON, President

\_\_\_\_\_ Date

On behalf of Yarmouth/Argyle Home Support

Per: Heathav MacDonald

Dec 12, 2019  
\_\_\_\_\_ Date

## Appendix "A"

### Pregnancy, Parental & Adoption Leave

The changes below, highlighted in bold, will be made to the applicable Pregnancy, Parental and Adoption Leave and Allowance articles. Each Participating Employer will enter into an MOA to reflect these changes in accordance with its existing articles on Pregnancy, Parental & Adoption Leave and Allowance.

Articles to be numbered in accordance with the Participating Employer's collective agreement.

Any entitlement existing in collective agreements to continue benefits will be subject to the eligibility provisions of the plan.

### ARTICLE 13 – PREGNANCY, PARENTAL and ADOPTION LEAVE

#### 13.00 Pregnancy/Birth Leave

- (a) A pregnant Nurse is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to **seventy eight (78) weeks**.
- (b) A pregnant Nurse shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Nurse is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Nurse determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Nurse determines, but not later than **seventy eight (78) weeks** following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) Nurses on pregnancy leave shall not accrue hours worked for the purposes of vacation, sick time, or holidays. A Nurse who is receiving compensation under Article 13.04 (b) and 13.06 (b) shall accrue benefits based on the hourly equivalent of the "top-up" compensation.
- (g) The clauses of this Article shall be considered as being automatically amended should applicable legislation be changed to provide benefits more favourable to the Nurses than those contained herein.

### 13.01 Pregnancy Leave Notice

- (a) A pregnant Nurse shall provide the Employer with at least four (4) weeks notice of the date the Nurse intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
  - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Nurse's attending physician. In such cases the Nurse will provide as much advance notice of the revised start date of the leave as is possible; or,
  - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
  - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 13.01(a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the commencement of the Nurse's leave or return to work.
- (c) The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

### 13.04 Pregnancy/Birth Allowance

- (a) A Nurse entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Nurse is subject to a waiting period of **one week** before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay ~~for each week of the two (2) week waiting period~~, less any other deductions received by the Nurse during the benefit period;
  - (ii) **Where the Nurse has served the one (1) week waiting period in Article 13.04 (b) (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit the Nurse is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during that period.**

- (iii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half (½) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the pregnancy leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurses' classification. For the purposes of this calculation the hours used for a Part Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part Time Nurse as a percentage of full time hours, whichever is greater.
- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

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

Shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents:

- (a) The parental leave of a Nurse who has taken pregnancy/birth leave and whose newborn child or children arrive in the Nurse's home during pregnancy/birth leave,
  - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the Nurse's returning to work; and
  - (ii) shall end not later than **seventy eight (78) weeks** after the parental leave began as determined by the Nurse.
  - (iii) In no case shall the combined pregnancy/birth and parental/adoption leaves to which Nurse is entitled exceed a maximum of **seventy eight (78) weeks**.
- (b) The parental leave for a Nurse who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 13.05(a),

- (i) shall begin on such date coinciding with or after the birth of the child as the Nurse determines; and
  - (ii) shall end not later than **seventy eight (78) weeks** after the child or children first arrive in the Nurse's home.
- (c) A Nurse who becomes a parent of one or more children through the placement of the child or children in the care of the Nurse for the purpose of adoption of the child or children is entitled to a leave of absence of up to **seventy eight (78) weeks**. This leave:
- (i) shall begin on a date coinciding with the arrival of the child or children in the Nurse's home; and
  - (ii) shall end not later than **seventy eight (78) weeks** after the leave began.

**13.06 Parental and Adoption Leave Allowance**

- (a) A Nurse entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Nurse is subject to a waiting period of **one (1) week** before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay ~~for each week of the two (2) week waiting period~~, less any other earnings received by the Nurse during the benefit period;
  - (ii) **Where the Nurse has served the one (1) week waiting period in Article 13.06 (b) (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit the Nurse is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during that period; and**
  - ~~(iii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.~~
  - (iii) Up to a maximum of ten (10) additional weeks,

- a. where the Nurse is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Nurse is eligible to receive and ninety-three per cent (93%) of the Nurse's weekly rate of pay;
  - b. where the Nurse is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Benefits the Nurse would have been eligible to receive and ninety-three percent (93%) of the Nurse's weekly rate of pay;
- (c) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to a Nurse who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to a Nurse who is taking a parental leave greater than thirty-five (35) weeks.
- (d) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half ( $\frac{1}{2}$ ) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurses' classification. For the purposes of this calculation the hours used for a Part Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part Time Nurse as a percentage of full time hours, whichever is greater.
- (e) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (f) The Employer will not reimburse the Nurse for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half ( $1 \frac{1}{2}$ ) times the maximum yearly insurable earnings under the *Employment Insurance Act*.