

ORIGINAL

COLLECTIVE AGREEMENT

BETWEEN

HARBOURSTONE ENHANCED CARE (the “Employer”)

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1183 (the “Union”)**

Term: November 1, 2020 to October 31, 2023

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ARTICLE 1 - PREAMBLE

- 1.01 Recognizing common dependence of the Employer and its employees upon the welfare of the Nursing Home as a whole and recognizing further that a relationship of good will and mutual respect between the Employer and the employees contribute to the maintenance and welfare of the residents, the parties to the agreement have joined together in the following agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Employer to exercise the regular customary functions of management, except insofar as such rights are expressly restricted by this agreement; these functions of management include:
- (a) maintain order, discipline and efficiency and establish and enforce rules and regulations related thereto;
 - (b) hire, direct, classify, transfer, promote and lay off, demote, suspend, discharge or otherwise discipline employees for just cause;
 - (c) determine the allocation and number of employees required;
 - (d) determine the kinds and locations of machines and equipment to be used;
 - (e) the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this agreement.
 - (f) generally manage and operate Harbourstone Enhanced Care
- 2.02 Management rights shall not be exercised in a discriminatory manner.
- 2.03 It shall be the right of management to make regulations as to the conduct and personal appearance of all employees during working hours. Before posting of regulations, discussions shall be held with the Union through Management Labour Relations meetings.
- 2.04 In case of disagreement, it shall be dealt with in accordance with the Grievance Procedure as set out elsewhere in the Collective Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees Local 1183 at Harbourstone Enhanced Care as the sole collective bargaining agent for all the employees of the Employer with the following exceptions: Nursing Home Administrator, Dietician, Physiotherapist, Occupational Therapist, Chef, Registered Nurse(s), Director of Care, Director of Support Services, Director of Administrative Services, Supervisor(s), Food Services Supervisor, Payroll Clerk(s), Bookkeeper(s), Activity Director, Social Worker(s), Nursing Supervisor(s), Nursing Clerk(s), Education Coordinator, Unit Manager(s), and those persons excluded by paragraphs (a) and (b) of Subsection (2) of Section (1) of the Trade Union Act.
- 3.02 The inclusion or exclusion of any other classification shall depend upon the mutual agreement of both parties hereto.
- 3.03 Should a new classification be created during the term of this Agreement, management and the Union executive shall decide on the rate and designation.
- 3.04 No employee shall be asked or permitted to make any verbal or written agreement which may conflict with the terms of this Agreement.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, sexual orientation, disability nor by reason of membership or activity in the Union, or any other reason.
- 4.02 The Employer shall provide training with respect to its policy on Respectful Workplace and Anti-Harassment. All Employees are expected to uphold and abide by this policy, as may be amended from time to time. Any complaints or breaches of this policy will be reported to the Employer.

Both the complainant and the respondent have the right to be accompanied by a Union representative during any interviews or meetings with regard to a harassment complaint. Anyone involved in a complaint of harassment is required to maintain strict confidentiality with regard to the investigation of the matter.

There shall be no retaliation against anyone who makes the complaint in good faith or cooperates in the investigation of a complaint of harassment. Anyone who files a complaint in bad faith or for vexatious purposes may be subject to disciplinary action.

The Employer's Policy, Respectful Workplace and Anti-Harassment is available on Shannex Connects.

ARTICLE 5 - DEFINITIONS

- 5.01 Throughout this agreement, the masculine includes the feminine and the plural includes the singular and vice versa, as the context may require.
- 5.02 The **"Employer"** is Harbourstone Enhanced Care.
- 5.03 A **"Full-time Employee"** is one who is regularly scheduled on a full-time basis and who normally works forty (40) hours per week or eighty hours in a bi-weekly pay period and who has successfully completed the probationary period. This Collective Agreement is fully applicable to Full-time Employees.
- 5.04 A **"Regular Part-time Employee"** is one who is employed on a continuing basis, but who is regularly scheduled to work less than the schedule of a Full-time Employee and who has successfully completed the probationary period. This Collective Agreement is applicable to Regular Part-time employees on a pro rata basis.
- 5.05 A **"Part-time Employee"** is one who has completed one thousand (1000) hours of work and is available on a day-to-day or relief basis. This Collective Agreement is applicable to Part-time employees on a pro rata basis.
- 5.06 A **"Relief Employee"** is one who works on a day-to-day or relief basis as required and who has worked less than one thousand (1000) hours. This Collective Agreement shall not apply to persons hired as Relief Employees except that (i) they shall be entitled to be paid the wage rate in Appendix "A" applicable to their position; (ii) Union dues shall be deducted in accordance with Article 6; and (iii) the Employer shall offer work to the Relief Employees based on original date of hire.
- 5.07 A **"Temporary Position"** is a full-time or regular part-time position for a designated period in excess of eight (8) weeks. A temporary position may be terminated at any time upon one week's notice. Full time, Regular Part-time and Part-time Employees who accept a temporary position will earn sick, vacation and holiday credits according to the hours worked by the employee while in the temporary position. The employee will maintain their permanent status for benefit purposes (health and pension plan).
- 5.08 **"Probationary Period"** The first seven hundred and twenty (720) hours of work from the date of most recent hire for Regular Full-time and Regular Part-time employees shall be recognized as a probationary period. The first thousand (1000) hours of employment for a Relief employee shall be recognized as a probationary period.

In the event that a Relief employee has completed seven hundred and twenty (720) hours and takes a Full time or Regular Part-time position the Employee will be deemed to have completed the Probationary Period. However, if the Employee is unsuccessful in the trial period and returns to the Relief position, the Employee will be required to complete the thousand (1000) hour probationary period.

Notwithstanding anything contained in this Agreement, an employee may be dismissed at any time during the probationary period. This does not preclude an employee from having to complete a trial period according to Article 12.06 when they accept a new position.

- 5.09 **“Regular Rate of Pay”** is the hourly rate found in the salary scale attached as Schedule “A”.
- 5.10 **“Hours worked”** means all regular hours worked, paid vacation, paid sick leave, paid holiday time, paid leave of absences but excludes overtime and any time on WCB.

ARTICLE 6 - DUES DEDUCTIONS AND UNION SECURITY

- 6.01 The Employer shall deduct from every employee covered by this Agreement any dues, initiation, or readmission fee, or assessments in accordance with the constitution and by-laws of the Union on its members.
- 6.02 All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union upon date of hire.
- 6.03 Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the name of the employees, from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.
- 6.04 The Union must advise the Employer in writing of the amount of regular monthly dues.
- 6.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall show, on such slips the amount of Union dues paid by each Union member in the previous year.
- 6.06 The Union agrees to inform the Employer four weeks in advance of the date of any increase or decrease in the amount of Union dues and that such increase or decrease shall not be made more frequently than once annually. The Union agrees

to pay the Employers' software programming costs of implementing any changes made by the Union in the method of calculating dues deductions.

- 6.07 The Employer agrees to deduct dues in arrears when requested in writing by the Union to do so; and the Union agrees to make refund to an employee concerned when there is an over deduction of dues.
- 6.08 The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with Article 6.01 herein.
- 6.09 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.
- 6.10 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Dues Deductions and Union Security.
- 6.11 A representative of the Union shall be given an opportunity to speak to new employees during the orientation of new staff to the facility for the purposes of acquainting them with the benefits and duties of Union Membership. The time for this presentation will be maximum of one-half (½) hour and there shall be no loss of regular pay. The representative will provide a list of the current executive and shop stewards to the new employees.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Collective Agreement shall pass to and from the Administrator or designate and the Secretary of the Union or their designate.

A copy of any correspondence between the Employer and any employee in the bargaining unit pertaining to discipline, or terminations shall be forwarded to the Secretary of the Union or their designate.

The Employer shall advise the Union in writing of all appointments, promotions, new hires, extended leave of absences, resignations, retirements monthly.

- 7.02 The Employer recognizes the right of the Union to elect representatives who shall be responsible for the day-to-day administration of the Collective Agreement.
- 7.03 The Union may have the assistance of a representative from outside the Union in all matters relating to the relations between Union and the Employer. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the Employer without the consent of the Employer.

- 7.04 One employee who is a member of the Executive of the Union or who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay, during normal working hours to assist in the matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and obtain permission from their immediate supervisor prior to leaving the representative's workplace and report to their immediate supervisor immediately upon the representative's return. Such permission shall not be unreasonably withheld.
- 7.05 The Employer will provide the Union annually a list of Employees' addresses and phone numbers.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

- 8.01 The Employer and the Union shall be represented on this Committee by up to five (5) representatives each.

If requested by the Union, the National Representative may attend the meeting of the Committee provided that such attendance does not cause undue delay in scheduling the meeting.

- 8.02 The Committee shall concern itself with the following general matters:

Facilitate relations between Employees and management through a better understanding and appreciation of each other's point of view. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service). Correcting conditions causing grievances and misunderstandings.

- 8.03 The committee shall meet at least once each month unless mutually agreed otherwise, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty eight (48) hours in advance of the meeting. Minutes shall be agreed upon and signed by the committee. Employees shall not suffer any loss of pay for the time spent with the Committee.

- 8.04 An Employer and Union representative shall be designated as joint chair persons and shall alternate in presiding over meeting.

- 8.05 Jurisdiction of Committee – The committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

- 9.01 Recognition of Union Stewards & Grievance Committee - The Union will appoint and the Employer will recognize a committee of shop stewards, made up of ten (10) employees, all regular employees of the Employer, which shall be known as the Grievance Committee to deal with complaints and grievances.
- 9.02 Names of Stewards – The Union shall notify the Employer in writing of the name of each steward, the department(s) they represent and the name of the Chief Steward. The Employer shall be required to recognize them.
- 9.03 Definition of Grievance – A grievance shall be defined as any difference arising out of the interpretation, application, administration, or violation of the Collective Agreement or a case where the Employer has acted unjustly or unreasonably in the application of the Collective Agreement.
- 9.04 Step 1 - Informal Resolution - Within ten (10) working days after the date of the occurrence or discovery of the grievance, the employee and a Union representative (if requested by the employee) shall first notify the supervisor that this is step one of the grievance procedure and discuss the grievance with the Supervisor who shall provide the employee with an answer within five (5) working days.
- Step 2 - Formal Written Grievance - Should the verbal answer given by the Supervisor not be acceptable to the grievor, the grievance shall be submitted in writing to the Grievance Committee and if supported by the Grievance Committee, shall be referred to the Department Head within ten (10) working days of the receipt of the decision in Step 1. The Department Head shall give their reply in writing, within ten (10) working days of receipt of the grievance.
- Step 3 - Review by Administrator - If the decision of the Department Head is not acceptable to the Grievance Committee, the grievance shall be referred to the Administrator or designate who shall meet with four (4) members of the Grievance Committee as soon as is reasonably possible. The Administrator or designate shall reply, in writing, within ten (10) working days following such meeting. If the decision of the Administrator or designate is not acceptable to the Grievance Committee, the Union shall notify the Administrator or designate in writing within ten (10) working days that the grievance will be proceeding to arbitration.
- 9.05 Employer Grievance - The Employer may institute a grievance by delivering the same in writing to the President of the Union or Designate and the President shall answer such grievance within ten (10) working days. If the answer is not acceptable to the Employer, the Employer may within ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.

- 9.06 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.
- 9.07 Deviation from Grievance Procedure – After a grievance has been initiated by the Union, the Employer’s representative shall not enter into discussion or negotiation with respect to the grievance with the aggrieved employee unless a steward or designate is present.
- 9.08 (a) An employee or group of employees, who believes they have been requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination), shall have the right to file a grievance at the third step of the grievance procedure for preferred handling.
- (b) Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.
- 9.09 Replies in Writing – Except in the case of Step 1 of the grievance procedure, replies to grievances shall be in writing at all stages. The Union shall clearly identify in its grievance the clauses of the Collective Agreement that it is alleging have been violated.
- 9.10 Facilities for Grievances – The Employer shall supply the necessary facilities for the grievance meeting.
- 9.11 Mutually Agreed Changes – Any mutually agreed written changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 9.12 The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments regarding these disputes as provided in this article. The Union recognizes that each steward is an employee of the Employer and that they will not leave their work during working hours except to perform their duties under the agreement. No steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.
- 9.13 (a) Mediation – Failing satisfactory settlement being reached in Step 3, if both parties mutually agree, the grievance shall be submitted to the Department of Labour, Conciliation Services Section for Grievance Mediation. Time limits shall be suspended during this process.
- (b) Arbitration - In the event that a grievance is submitted to arbitration, the case

shall be heard by a three-person board of arbitration unless it is mutually agreed by the Employer and the Union that the case should be heard by a single arbitrator.

- 9.14 A three person arbitration board shall be selected as follows: The Union and the Employer shall each appoint a member of the arbitration board within fifteen (15) days of receiving notice of the other party's intention to proceed to arbitration. The nominees to the Board shall then jointly appoint a chairman within fifteen (15) days of the date when the last of those two nominees is appointed. Should the nominees fail to agree in the selection of a Chairman, the Chairman shall be named by the Minister of Environment and Labour.
- 9.15 The Union and the Employer shall agree upon a single arbitrator within a reasonable amount of time. In the event of a failure to agree, the single arbitrator shall be appointed by the Minister of Environment and Labour.
- 9.16 The Board of Arbitration or single arbitrator shall render a decision in as short a time as possible.
- 9.17 Subject to Article 9.23, the time limits in this article must be adhered to but an Arbitrator/Arbitration Board shall be able to overrule a preliminary objection that time limits have not been met if the Arbitrator is satisfied that the grievance has been handled promptly and the party raising the objection has not been prejudiced by the delay.
- 9.18 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision as soon as possible from the time the chairperson is appointed.
- 9.19 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 9.20 Witnesses - At any stage of the Grievance or Arbitration procedure, the parties shall, to the extent their participation and input is relevant and will assist in the resolution of the dispute, have the assistance of the employee or employees involved and any necessary witnesses.

- 9.21 The Employer and Union shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the chairperson of the board.
- 9.22 For the purpose for this Article only, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 9.23 The time limits fixed in both the grievance and arbitration procedures may be extended by the written consent of the parties.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 10.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 10.02 A Union bargaining committee shall be elected or appointed and consist of not more than five (5) members of the Union. Four (4) members of the committee to be paid by the Employer as provided by Article 10.05. The fifth (5th) member of the committee will be paid by the Union. The Union will advise the Employer of the five (5) Union members on the committee and the four (4) members to be paid by the Employer.
- 10.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall with the permission of the Administrator, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Permission will not be unduly withheld.
- 10.04 In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.
- 10.05 Any representative of the bargaining committee who is in the employ of the Employer, shall have the right to attend meetings in which direct negotiations of this Collective Agreement between the Employer and the Union take place without loss of pay for up to four (4) Union members when such meetings are held within working hours.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification or recognition of the Union. In lay-offs, rehiring or promotion to a higher position, the seniority of the employee shall be considered in accordance with Articles 19 and 12, respectively. Seniority shall operate on a bargaining unit wide basis unless otherwise specified.
- 11.02 The Employer agrees to post a seniority list within thirty (30) days of the signing of this Agreement and from year to year thereafter. A copy of this list will be given to the president of the Union within one week of posting. Any disagreement with the posted seniority list must be reported to the Employer's human resources designate within thirty (30) days of the posting of the list. After the thirty (30) days, the seniority list shall be deemed to be correct and accurate in all respects. If more than one employee commences work on the same date, all employees so affected will have their seniority determined by reference to the employee's most recent date of application.
- 11.03 An employee shall only lose their seniority and employment in the event that:
- (a) the employee is discharged for just cause and is not reinstated.
 - (b) the employee is absent from work in excess of three (3) scheduled working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - (c) the employee is laid off for more than twenty (20) months.
 - (d) the employee fails to return from an authorized leave of absence or takes other employment while on an authorized leave of absence except for leave granted pursuant to Article 15.02.
 - (e) the employee retires for any reason.
 - (f) the employee resigns for any reason and does not withdraw that resignation within forty-eight (48) hours.
 - (g) the employee fails to return to work within fourteen (14) days of recall pursuant to Article 19.
- 11.04 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 unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of five hundred and twenty (520) hours. If the employee returns to the bargaining unit, they shall be placed in their former position, or in a position consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.
- 11.05 A newly hired Regular Full-time and Regular Part-time employees shall be on

probation for the first seven hundred and twenty (720) hours worked. A newly hired Relief Employee shall be on probation for the first one thousand (1000) hours worked. During their probationary period, the Regular Full-time and Regular Part-time employees shall not be entitled to any rights or benefits under this agreement except for the hourly wage rate. In accordance with Article 5.06, a Relief Employee is not entitled to the rights and benefits of this Collective Agreement until they have worked one thousand (1000) hours. After completion of the seven hundred and twenty (720) hours probationary period for Regular Full-time and Regular Part-time employees (after completion of one thousand (1000) hours for Relief Employees), seniority shall be effective from the original date of employment.

ARTICLE 12 - VACANCIES AND PROMOTIONS

- 12.01 When a permanent vacancy occurs or a new position is created within a department, the Employer shall notify the Union in writing and post notice of the position on the Employer's main bulletin boards for a minimum of seven (7) calendar days. Such notice shall be as soon as possible after the Employer has knowledge that a vacancy will occur. All applications for job postings will be in writing. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date.
- 12.02 (a) When a temporary vacancy arises not to exceed eight (8) weeks in a department, the most senior Regular Part-time or Part-time Employee in the department may fill the position if they desire. There shall be no requirement to post. Where the Employer has granted a leave of absence, which is less than eight (8) weeks duration, the Employer will post the vacancy provided four (4) weeks' notice in writing has been given by the employee.
- (b) It is understood, however, where such vacancies occur on short notice, there shall be no claims for pay for time not worked while proper arrangements are made to fill the vacancy. The Employer shall notify the Union in writing and post notice of the position on the Employer's main bulletin boards for a minimum of seven (7) days. Such notice shall be posted as soon as possible after the Employer has knowledge that a vacancy will occur.
- (c) Upon completion of the temporary vacancy, the Employer will return all employees so affected by the temporary filling to their former positions.
- 12.03 Information in Postings – such notice shall contain the following information: Nature of position, qualifications, required knowledge and education skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall not be established in an arbitrary or discriminatory manner and shall to the greatest degree possible reflect the requirements of the position posted. All job postings shall state "This position is open to male and female applicants."

12.04 No applications received from outside advertisement for any vacancy within the bargaining unit shall be processed until the applications of present employees have been fully processed.

12.05 Role of Seniority in Promotions and Transfers – Both parties recognize:

- (a) The principal of promotion within the service of the Employer, and
- (b) that job opportunity and job security should increase in proportion to length of service and required qualifications. Therefore, in the selection of applicants for a posted vacant position, appointment shall be made of the applicant with the greatest seniority, and required qualifications. Such qualification shall not be set in an arbitrary or discriminatory manner. An employee already in process of obtaining required qualifications may be given a three (3) month period to complete the required qualifications for a permanent vacancy, provided that a qualified employee is available to fill this position temporarily. At the discretion of the Employer, a period of time longer than three (3) months may be agreed to at the time of the application. The Union will be notified if a longer period is agreed to.

12.06 Trial Period – The successful applicant shall be placed on a trial period for five hundred and twenty (520) work hours in their new position. Conditional on satisfactory performance the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification the employee shall be returned to their former position and salary and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position and salary without loss of seniority. During the trial period (five hundred and twenty (520) working hours) the employee shall retain the option of returning to their former position. This pertains to permanent positions only. The employee requesting to be returned may only do so once in a two (2) year period. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position and salary without loss of seniority.

12.07 Within forty eight (48) hours of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards.

12.08 (a) The Employer will endeavor to fill all posted vacancies within two (2) weeks of posting whenever possible.

(b) When a posted position has been awarded, the successful applicant shall be placed in the position effective on the next schedule of shifts, whenever possible.

- 12.09 An employee unable through injury or illness, to perform their normal duties, may be provided with an alternate suitable position within the bargaining unit provided such position is currently available. The employee must be able and qualified to perform all the duties of this position.
- 12.10 An Employee who is successful in applying for a posted Temporary Position may not apply for another posted Temporary Position unless the other Temporary Position will provide greater hours of work each week for that Part-time Employee. However, if a permanent vacancy arises they may apply.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 The normal daily hours of work, inclusive of a thirty (30) minute meal period, shall be eight (8) consecutive hours per day for a Full-time Employee. The normal hours worked in a pay period shall be eighty (80). The normal days per week for a Full-time Employee shall be five (5) days per week with a week being the period from six a.m. Monday to six a.m. Monday. No more than six (6) consecutive shifts. Scheduling of shifts of twelve (12) hours for Full-time Employees is permitted in accordance with the Letter of Understanding attached hereto.
- 13.02 Hours of work for Regular Part-time and Part-time Employees will consist of shifts of four (4), six (6) or eight (8) hours in duration. Scheduling of shifts of twelve (12) hours for Regular Part-time and Part-time Employees is permitted in accordance with the Letter of Understanding attached hereto.
- 13.03 Four (4) hour shifts shall include one fifteen (15) minute break period during the shift.
- 13.04 Eight (8) hour shifts shall include a thirty (30) minute meal period and two fifteen (15) minute break periods during the shift. Unless mutually agreed otherwise, one fifteen (15) minute break period must be taken in the first four (4) hours of the shift and the other fifteen (15) minute break period must be taken in the second four (4) hours of the shift.
- 13.05 Twenty-four (24) hours' notice shall be given before change of shift except in emergencies. The hours and days of work of each employee shall be posted in an appropriate place at least one (1) week in advance. The Employer will endeavor to staff according to acceptable levels. Employees will be allowed to trade shifts with the approval of their supervisor, which request shall not be unreasonably denied.
- 13.06 The Employer agrees to schedule shifts for Full-time and Regular Part-time Employees so that there will be no broken or split shifts. Shifts shall be scheduled so that Full-time and Regular Part-time Employees have consecutive days off and so as to reasonably distribute weekends off except when the Employee indicates their availability for extra shifts or the parties agree otherwise.

13.07 The Employer will distribute overtime by seniority among Employees in the classification who have declared their availability; however, if no Employee is willing to work the overtime, the Employer will require employees to work overtime in the bi-weekly period starting with the least senior employee in the workplace and then by rotation in reverse order of seniority among employees in the workplace. Once the least senior Employee has been mandated to work a shift, they shall not be mandated again in the same pay period. The next least senior Employee will be required to attend.

When a new bi-weekly pay period starts, the Employer will commence this process again starting with the least senior employee in the workplace.

For the purposes of this article, the bi-weekly period overtime commences Monday morning (i.e 7 a.m/6 a.m.) Any hours worked as a continuation of a shift scheduled in the bi-weekly period are considered to be part of that bi-weekly period. (i.e. if you works Sunday night into Monday morning the hours worked on Monday morning are considered part of the same bi-weekly period as the Sunday night shift.)

Overtime must be pre-approved or authorized by the Department Supervisor or designate unless the situation which requires overtime prevents an employee from seeking such pre-approval or authorization.

Employees who work overtime will not be required to give up regularly scheduled shift(s) to compensate for extra hours worked at the request of the Employer.

- 13.08 (a) All authorized time worked by a Full-time Employee after a normal eight (8) hour shift or in excess of forty (40) hours in a one (1) week period (6 a.m. Monday to 6 a.m. Monday) shall be considered overtime.
- (b) All authorized time worked by a Regular Part-time employee after their regularly scheduled shift (except where the employee has indicated their availability for extra shifts) or in excess of eighty (80) hours in a scheduled two-week rotation period shall be considered overtime.
- (c) All authorized time work by a Part time Employee after a normal eight (8) hour shift or in excess of eighty (80) hours in a scheduled two-week rotation period shall be considered overtime.
- (d) Overtime shall be compensated by pay at the rate of one and one-half (1 ½) times the employee's rate of pay for the number of hours worked.

- 13.09 (a) Should an employee be required to work a double shift (that is two (2) consecutive eight (8) hour shifts), the employee shall be granted a one-half (½) hour paid break period prior to commencing the second shift. In the

event that two (2) or more employees from the same unit are working a double shift the half (½) hour break may be staggered.

- (b) If an employee works a double shift a meal may be provided by the Employer. If no meal is provided, the employee shall be reimbursed for the cost of a meal not to exceed fourteen dollars (\$14.00).

13.10 The Employer shall provide at least sixteen (16) hours' rest between shifts unless otherwise mutually agreed.

13.11 When an employee has to work a double shift in an emergency, e.g. storm, that employee shall be entitled to the next day off without pay, if scheduled to work, if the employee so desires and if the Employer can replace the employee without incurring overtime premiums.

13.12 The first shift of the day shall be the shift where the majority hours are worked after 6 a.m.

13.13 When an employee is called into work one-half (½) hour or less before the commencement of the shift and arrives within one hour of the phone call the employee shall be paid for the full shift. Employees who are called in after the commencement of the shift shall be paid from the time they have punched in.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 In the event the Employer initiates a disciplinary action against an employee who has completed their probationary period, and which results in the suspension or discharge of the employee, the following procedure shall be followed.

14.02 The employee shall be notified in writing of the action and/or penalty, with a copy to the secretary of the Union.

14.03 Whenever the Employer or the Employer's authorized agent deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further infraction, the Employer shall within ten (10) days thereafter give written particulars of such discipline to the employee with a copy to the secretary of the Union.

14.04 The record of an employee shall not be used against the employee at any time after sixteen (16) months, excluding alcohol, sexual harassment, resident abuse and drug reasons, following disciplinary action such as letters of reprimand or any adverse reports.

14.05 An employee shall have the right to have their steward present at any discussion with supervisory personnel which might be the basis of disciplinary action. Where

a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview. There shall be no undue delay in disciplinary action because of the unavailability of a steward.

- 14.06 Upon request, and with at least forty-eight (48) hours' notice, an employee shall be permitted to view the employee's personnel file in the presence of management. The employee shall be provided with copies of documents therein upon request.
- 14.07 In the event that an employee is required to accompany a resident to a hospital or another residential center in the area for the routine tests, and that facility has a legal picket line established, the employee will not be required to cross the legal picket line.

ARTICLE 15 - ABSENCES FROM THE WORKPLACE

Union Business

- 15.01 Upon written request to the Employer, up to three (3) employees elected or appointed to represent the Union at the convention shall be allowed a leave of absence with pay and benefits to a cumulative total of ten (10) days. In addition, subject to operational requirements, and upon written request to the Employer, up to two (2) employees elected or appointed to represent the Union at the convention shall be allowed a leave of absence without pay and benefits. Where operational requirements permit and upon request to the Employer, leave of absence without pay and benefits shall be allowed for up to three (3) employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labor organizations with which the Union is affiliated. The Union shall reimburse the employer for all wages and benefits that may be payable at a rate of 120% if the gross wages the employee would have earned during the period of absence.
- 15.02 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence (without loss of seniority) so that the employee may be a candidate in federal, provincial, or municipal elections. There shall be no accumulation of benefits.
- (b) An employee who is elected to public office shall be allowed leave of absence (without loss of seniority) during their terms of office for a maximum of up to four (4) years. There shall be no accumulation of benefits.
- (c) An employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, shall be granted leave

of absence (without loss of seniority) for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office. There shall be no accumulation of benefits.

- (d) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all wages and benefits during the period of absence.

15.03 Such a request must have approval of the employee's supervisor and the Administrator. The request must be confirmed in writing within three (3) weeks of the receipt of the request by the supervisor with a copy on the employee's file.

Personal Leave

- 15.04 (a) The administrator may grant or refuse a request for a leave of absence without pay and without benefits for extenuating personal reasons provided that the employee receives at least thirty (30) days' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. The employee, when applying, must indicate the date of departure and specify the date of return.
- (b) When a leave of absence is granted the employee shall be advised in writing with a copy to the Union in accordance with Article 7.01.
 - (c) Leave of absence may not be taken between December 15th and January 5th of any year, prior to or following a vacation period or between June 1st and September 15th except in an emergency situation and to be considered on an individual basis. This shall not apply to educational leave.
 - (d) Where any leave of absence without pay exceeds thirty (30) continuous calendar days;
 - (i) The Employer shall pay its share of any and all health and welfare benefits for the first thirty (30) continuous calendar days.
 - (ii) If the leave of absence exceeds thirty (30) continuous calendar days, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) continuous calendar days leave of absence.

Sick Leave

15.05 Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred seventy-three and three-tenths (173.3) hours worked, effective the first day of

employment after completion of the probationary period referred to in Article 11.05. The maximum amount of accumulation shall be twelve hundred (1200) hours.

15.06 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that they were unable to carry out their duties due to illness. Fraudulently applying for and obtaining sick leave may be cause for immediate discharge. If excessive sick leave is established, the Employer may request a certificate after any illness.

15.07 Notification of Sick Time Accrued

The Employer will continue to provide individual current sick leave accrual through the payroll system Kronos. The Employer will provide to the Union an electronic spreadsheet copy annually in April of each year.

15.08 A deduction shall be made from accumulated sick leave for all hours an employee is absent due to illness.

15.09 A maximum of forty-eight (48) hours per calendar year shall be granted, without loss of pay or benefits, for specialist's appointments and family illness provided documents are presented to the Employer

- (a) to attend a specialist, preventative medical or dental, appointment provided documents are presented to the Employer, and/or;
- (b) in case of illness or accident affecting an Employee's child, spouse, mother or father, current mother in law or current father in law, providing documents are provided to the employer, to make such arrangements as are necessary to permit the Employee to return to work.

Such days will be deducted from the employee's sick bank. These days shall not be used in the calculation of the facility average and no employee shall be counseled for accessing these days.

15.10 When an employee is given leave of absence for any reason, they shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credit.

Bereavement Leave

15.11 (a) In the event of a death in the employee's immediate family, and where the employee has completed the probationary period, the employee shall be granted five (5) consecutive days' leave of absence effective midnight following the death. In the event that notification is unreasonably delayed,

the Employer may allow the employee to commence bereavement leave on the date that the employee became aware of the death. The employee shall be paid for the shifts the employee would normally be scheduled to work during those five (5) days' leave if the death had not occurred.

Immediate family shall be defined as a parent, sibling, spouse, common-law spouse, child, grandchild, parent's father or parent's mother, current mother-in-law, current father-in-law, stepchild or stepparents.

- (b) An Employee will be granted three (3) consecutive bereavement leave on the death of a brother-in-law or sister-in-law. Employees shall be paid for shifts during the three (3) consecutive day leave which the Employee would otherwise have been scheduled to work. The leave shall start no later than at midnight following the death.
- (c) An Employee will be granted two (2) consecutive bereavement leave on the death of an aunt, uncle, niece or nephew. Employees shall be paid for shifts during the two (2) consecutive day leave which the Employee would otherwise have been scheduled to work. The leave shall start no later than at midnight following the death.
- (d) If an Employee has to travel five hundred (500) or more kilometres in respect of a bereavement leave, the Employee shall be granted two (2) unpaid days off.
- (e) In the event that the death of the immediate family member occurs when the employee is at work, the employee is entitled to leave work, without loss of pay and the bereavement leave shall commence at midnight the day of the death. If the employee is not working on the day of the death this Leave shall be effective midnight on the day of the death.
- (f) In the case of (a) to (c) one day of bereavement leave may be deferred to be taken at the time of the funeral or burial/interment. The Employee must notify the employer as soon as possible and the last day of entitlement will be deferred.

15.12 Pregnancy, Parental and Adoption Leave

- (a) Employees will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the *Nova Scotia Labour Standards Code*, R.S.N.S. 1989, c. 246, as amended (available from the Employer on request).
- (b) The Employee shall resume their former position and salary upon return from leave. Employees on leave shall not accrue hours worked for the purposes of vacation, sick time or holidays. Employees on leave shall

continue to accrue seniority and service for the duration of the leave.

- (c) When an Employee commences leave:
 - (ii) The Employer shall pay its share of any and all health and welfare benefits for the first thirty (30) continuous calendar days.
 - (ii) If the leave of absence exceeds thirty (30) continuous calendar days, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) continuous calendar days leave of absence.

15.13 When an employee applies for and receives a posting to a pregnancy, parental or adoption leave position, they shall remain in that position until this leave is completed, but will be able to apply for any permanent position.

Birth of a Child Leave

15.14 Two (2) day's paid leave shall be granted to an employee who is becoming a parent and not taking pregnancy leave for the day of the birth and the day following the birth of a child.

Education Leave

- 15.15 (a) The Employer may grant an education leave without pay to an employee who has been employed for a minimum of one (1) year, provided that such leave is for study in a field that is mutually beneficial to the Employer and the employee. An employee shall return to the employee's former or equivalent position upon their return except where a promotion is involved. Such leaves will only be considered when operational requirements permit.
- (b) The employee must notify the Employer eight (8) weeks in writing before going on leave of absence and four (4) weeks before returning.
- (b) Employees on unpaid education leave shall not accrue hours worked for the purposes of vacation, sick time, holidays or increments.
- (c) If an employee wants to continue their Health and Welfare benefits or any other benefits that is normally paid for the duration of an unpaid educational leave, the employee must pay both the Employer and employee portion of the cost in accordance with the Employer's policy in advance of these premiums being remitted to the insurer. The Employer will provide the employee with advance notice of the amount owing and when it is payable. Failure on the part of the employee to submit payments by the date premiums are due may result in the cancellation of benefits.

15.16 An employee shall be entitled to leave of absence without pay and without loss of benefits and seniority to write examinations to upgrade their employment qualifications.

15.17 Required Education

- (a) The Employer shall provide and fund any Employer required training/education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time. [There is no permitted banking at Harbourstone Enhance Care.]
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

15.18 Jury and Witness Duty

- (a) An employee required to serve on jury duty, or as a witness of the Crown, or as a witness at an inquest, shall have their regular salary maintained.
- (b) The employee shall notify their supervisor as soon as possible, when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness and the amount of payment received.
- (c) Witness means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding.

15.19 Any employee given leave of absence without loss of regular pay to serve pursuant to the above article shall have an amount equal to the amount that the employee receives for such duty deducted from the employee's salary.

15.20 Storm Leave

An employee who is unable to come to work on time, due to unsafe or impassable road conditions as declared by the Highway Authority or the police will be:

- (a) Paid for the full shift if the employee arrives for work within the first two (2) hours of the scheduled shift.
- (b) Only be paid for the hours of actual shift worked if the employee arrives past the first two (2) hours of their scheduled shift.
- (c) If an employee calls in to say the employee cannot report to work, there shall be no requirement for the Employer to later provide the employee with work.
- (d) The above clauses do not remove the responsibility from an employee to contact the Employer, if able, in regard to the employee's intent to come to work.

Such time shall not be referred to or used in calculations with respect to the attendance of the employee.

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 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.

15.21 Domestic Violence Leave

The Employer will provide Domestic Violence Leave in accordance with the Nova Scotia Labour Standards Code as may be amended from time to time.

ARTICLE 16 - VACATIONS AND HOLIDAYS

16.01 The Employer agrees to grant vacations with pay to employees on the following basis.

Three (3) weeks (120 hours) after one (1) year;
Four (4) weeks (160 hours) after six (6) year;
Five (5) weeks (200 hours) after fifteen (15) years.

Vacation shall not accumulate on unpaid leaves of absence which includes unpaid sick time.

16.02 The vacation year and entitlement will be calculated from April 1st to March 31st.

16.03 Requests for all vacation time for Full-time and Regular Part-time employees shall be received by March 31st. Vacation schedule will be posted by April 30th in each

year. Vacations shall be scheduled in a manner which least interferes with the operation of the Nursing Home. Vacations will be taken in the year in which they become due. Preference for vacation time will be on the basis of employee's seniority and except that employees will only be able to select up to three (3) weeks of vacation based on seniority in respect of the period June 15th through to September 15th. The Employer will endeavor to allow as many employees as possible to have their vacation during vacation period.

- 16.04 Except in extraordinary circumstances, requests for vacation time other than during June 15th to September 15th must be submitted in writing at least two (2) weeks prior to the posting of the schedule covering the vacation time requested. The Employer shall respond in writing at least one week prior to the vacation day requested.
- 16.05 No vacation shall be granted between December 15th and January 5th.
- 16.06 An employee terminating their employment at any time in the employee's vacation year before the employee has had their vacation shall be entitled for a proportionate payment of wages in lieu of such vacation, at the time of termination.
- 16.07 Part time employees shall be granted vacation pay no later than the 2nd pay in July of each year. Part time employees may defer this payout until the time of their vacation. Part time employees shall not be entitled to take vacation in prime time. Application for deferred payout must be received by the scheduling office no later than June 15th.
- 16.08 Compensation for holidays falling within vacation schedule - if a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon.
- 16.09 An employee may not waive vacation and receive pay in lieu of vacation.
- 16.10 (a) In the event of a bereavement during the scheduled vacation or granted holiday book off requests, bereavement leave shall be substituted and vacation or holiday book off shall be rescheduled at a mutually agreed time.
 - (b) Where an Employee can establish that the Employee's illness or accident required hospitalization during the Employee's scheduled vacation, sick leave may be substituted for the vacation days interrupted while the Employee is hospitalized. Vacation time off shall be rescheduled.

Statutory Holidays

16.11 The following shall be considered legal holidays for the purpose of this Agreement:

New Years Day	Labour Day
Heritage Day- 2rd Mon. in Feb	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
August Civic Holiday	

Any additional day proclaimed by the Provincial or Federal Government after the signing of this Collective Agreement shall be deemed to be a holiday.

16.12 Part-time Employees shall receive a pro rated holiday pay based upon number of hours worked. If the employee is required to work, the employee shall receive time off with pay for the pro rated hours to which the employee would be entitled.

16.13 A Full-time or Regular Part-time Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. A Full-time or Regular Part-time Employee who is scheduled to work shall be paid at the rate of time and one-half plus another day off with pay, at a time mutually agreed upon.

16.14 (a) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a time mutually agreed upon between the employee and the Employer, or by mutual agreement one day's pay in lieu thereof.

(b) In order to qualify for pay for a statutory holiday the employee must work their last scheduled work shift before and the next scheduled work shift following the holiday. An employee absent from work because of a bonafide illness or injury shall be eligible for the holiday benefits provided that the illness or injury is reported to, verified and authorized by the head of the department or the employee's supervisor

16.15 (a) **Christmas and New Years Period** - All employees will be granted either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off on a seniority basis by department according to requests. In areas where it is possible, Full-time Employees will receive three (3) consecutive days off. Where necessary, the master schedule shall be waived between December 15th and January 5th to accommodate the requests. Adequate staffing must be maintained at all times.

(b) Part-time staff shall be available for work and will be treated equal where

possible. They shall be expected during the Holiday and Vacation schedule to be available for work.

16.16 There shall be no pyramiding of benefits.

ARTICLE 17 - SALARIES

17.01 Employees shall be paid the rate of pay set out in the salary scale attached as Schedule "A".

17.02 On a year to year basis following the setting of the original Anniversary Date, an Employee who is on an increment scale shall be advanced on the increment scale as listed in Appendix "A", except where the Employee is absent without pay for reasons other than Pregnancy, Parental and Adoption Leaves or WCB leave. The Anniversary Date shall be altered in direct relationship to the length of the unpaid absence in excess of one (1) month. The annual increment becomes payable to the Employee on the next regular pay date after the adjustment. The "original Anniversary Date" of Full-time and Part-time Employees shall be deemed to be the more recent of the date of the Employee's last increment advancement or the date of hire.

17.03 At the time of hire, a Licensed Practical Nurse (LPN) will be given recognition for previous experience, subject to submitting proof or evidence satisfactory to the Employer of the LPN's previous experience as an LPN. Placement on the salary scale in Schedule "A" shall be in accordance to the following provision:

- (a) an LPN with less than 4160 hours or recent nursing experience satisfactory to the Employer shall be paid the LPN 1 rate;
- (b) an LPN with 4160 hours but less than 6240 hours or recent nursing experience which is satisfactory to the Employer shall be paid the LPN 2 rate;
- (c) an LPN with 6240 hours but less than 8320 hours or recent nursing experience which is satisfactory to the Employer shall be paid the LPN 3 rate;
- (d) an LPN with more than 8320 hours or recent nursing experience which is satisfactory to the Employer shall be paid the LPN 4 rate;

An LPN will not get credit for previous hours worked if more than three (3) years have elapsed since such work has been completed.

- 17.04 Continuing Care Assistant (CCA) may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer of the CCA's previous experience as a CCA for the purpose of initial placement on Schedule A. The CCA must submit the evidence within 30 days of commencement of employment. A CCA will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.
- 17.05 If an employee covered by this Agreement has not received eight (8) or more hours of wages earned in any one-pay period because of an error made by the Employer, it shall be adjusted and paid by direct deposit within two business days.
- 17.06 Any employee covered by this Agreement who is temporarily assigned to another classification listed in Appendix "A" annexed hereto for a period of one (1) full hour or more for which the rate of pay is higher than the rate of pay for such employee's regular position, shall receive the higher rate of pay while so employed.
- 17.07 Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 17.08 An employee may, upon giving at least two (2) weeks' notice, shall receive no later than the last office day preceding commencement of their vacation, any vacation pay due during the period of the vacation.
- 17.09 Responsibility Pay – Where the Employer specifically, and at their sole discretion, designates and directs an LPN to be in charge of one unit for the full shift, the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight hour shift (pro-rated for a shift of more or less than eight (8) hours) in addition to the LPN's regular hourly rate.
- 17.10 Shift Premium – Effective October 31, 2020, all employees shall receive a shift premium of \$2.25 per hour for all regular hours worked between 1800 hours and 0600 hours. Effective March 24, 2023, all employees shall receive a shift premium of \$2.35 for all hours worked between 1800 hours and 0600 hours.
- 17.11 Weekend Premium - Effective October 31, 2020, all employees shall receive a weekend premium of \$2.25 per hour for all regular hours worked between midnight Friday and midnight Sunday. Effective March 24, 2023, all employees shall receive a weekend premium of \$2.35 for all hours worked between midnight Friday and midnight Sunday.

ARTICLE 18 - STAFF HEALTH AND SAFETY

- 18.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home in order to prevent accidents, injury, and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee ("JOHSC") four (4) representatives selected or appointed by the Union from amongst bargaining unit employees.
- (c) The JOHSC shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the JOHSC to fulfill its functions. In addition the Employer will provide the JOHSC with reasonable access to non-confidential accident reports, and health and safety records. One person from management and one person from the Union will investigate major accidents.
- (e) JOHSC Meetings shall be held every month or more frequently as determined by the mutual agreement of both management and Union co-chairs. The JOHSC shall maintain minutes of all meetings and make the same available for review. Chairpersons of the JOHSC shall alternate every other meeting as follows: management then CUPE, Local 1183, then management, then NSNU.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time spent by members of the JOHSC at committee meetings shall be considered as time worked and shall be paid at the employee's regular rate of pay.
- (g) Time Off for Health and Safety Training - If the Employer agrees in advance in writing, Union JOHSC members may take time off from work with no loss of seniority or earnings to attend educational safety courses relevant to their JOHSC work. No more than one (1) JOHSC member may be absent at any time for this purpose.
- (b) Proper Training - No employee shall be required to work on any job or operate any piece of equipment until the employee has received necessary training and instructions.
- (c) The Union agrees to endeavor to obtain the full cooperation of its

membership in the observation of all safety rules and practices.

- (d) The Union shall keep the Employer notified in writing of the names of the employee representatives and/or JOHSC members and officers of the Local Union appointed or selected under this article as well as the effective date of their respective appointments.
- (e) A first aid kit shall be supplied to each unit in appropriate locations by the Employer.
- (f) Transportation of Accident Victims - Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of work accident shall be at the expense of the Employer.
- (g) Health And Safety Grievance - Where a dispute involving a question of general application or interpretation of this article occurs, it shall proceed to Step 3 of the Grievance procedure.

ARTICLE 19 - LAY-OFFS AND RECALLS

- 19.01 Definition of a lay-off - A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of a Full-time or Regular Part-time Employee as defined in this Agreement.
- 19.02 The Employer shall notify Full-time and Regular Part-time Employees who are to be laid off twenty-one (21) calendar days prior to the effective date of lay-off except when the cause of the layoff is beyond the control of the Employer (e.g., flood, fire). If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.
- 19.03 Role of Seniority in Lay-Offs – Both parties recognizes that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority.
- 19.04 Recall Procedure – Laid off employees shall be recalled in the order of their bargaining unit seniority for all available work, providing they have the ability to perform such work.
- 19.05 No employee outside the bargaining unit shall be employed as a Full-time Employee until all those Full-time Employees off work as a result of a layoff have been given an opportunity for recall. An employee who is on layoff may indicate their availability to work relief shifts. Working relief shifts shall not affect an employee's recall rights nor shall it constitute a recall.
- 19.06 An employee shall be recalled by telephone followed by registered courier.

Employees are responsible for leaving their current address and telephone number with the Employer.

19.07 Employees are expected to be available for work as soon as is reasonably possible after recall.

19.08 Employees who are on layoff will not be required to work more than their pre-layoff hours in the event of a recall.

ARTICLE 20 – SUPPLEMENTAL BENEFITS

20.01 The Employer agrees to maintain a group insurance plan (which includes a health benefit plan, AD&D and life insurance) during the life of this Agreement for participation by all full-time and regular part-time employees, subject to eligibility requirements. Participation by eligible full-time and regular part-time employees, who have completed their probationary period, is mandatory except as provided by the Plan.

The Employer shall pay sixty-five percent (65%) of the premiums of the health benefit plan (excluding AD&D and life insurance) and the employee shall pay thirty-five percent (35%) of the premium. The premium of the AD&D and life insurance benefit shall be cost shared fifty-fifty (50% - 50%) between the Employer and the employee.

The Employer agrees to provide dental benefits to full-time and regular part-time employees subject to eligibility requirements and participation is mandatory, except as provided by the plan, for employees who have completed their probationary period. Premiums costs are paid 50% by the Employer and 50% by the Employee.

The Employee must arrange a time to meet with a representative of the Employer upon eligibility to complete the necessary enrollment forms. Failure to do so within a reasonable time shall result in the Employee being enrolled in a plan as a single participant.

20.02 Subject to the terms and conditions of the carrier's benefit plans, the Employer shall continue to provide the group benefit insurance in effect on the signing of this Agreement, or reasonably comparable insurance.

20.03 An Employee shall only be entitled to change the elective portion of any insurance coverage in accordance with the plan.

20.04 Where any leave of absence without pay exceeds thirty (30) continuous calendar days:

- (a) the Employer shall pay its share of the group insurance described in Article 20 for the first thirty (30) continuous calendar days;
- (b) if the leave of absence exceeds thirty (30) continuous calendar days, the group insurance coverage may be continued by the employee, provided the employee pays in advance the total cost of the premiums to the Employer for each monthly period in excess of thirty (30) continuous calendar days leave of absence.

20.05 Pension Plan

All eligible employees shall participate in the Nova Scotia Health Employees' Pension Plan (NSHEPP). Levels of contribution by the Employer and Employee shall be governed by the Plan.

- 20.06 (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 (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in the employee's income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1)

year of annual vacation entitlement.

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

ARTICLE 21 - NO STRIKE/NO LOCKOUT

21.01 The Union agrees that there shall be no strike during the term of this agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this agreement. The words "strike" and "lockout" are as defined in the Trade Union Act.

ARTICLE 22 - JOB DESCRIPTIONS

22.01 The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. Should the Union present written objection the Employer agrees to discuss such objection. It is understood and agreed, however, that job descriptions are not grievable under the terms of this agreement.

ARTICLE 23 – MISCELLANEOUS

23.01 If an Employee needs a taxi when required to report to work due to a call back, the Employer shall provide a taxi voucher.

23.02 Technological Change

The Employer will notify the Union in advance of the introduction of any technological change or new method of operation which will affect the bargaining unit.

ARTICLE 24 - CONTRACTING-OUT

24.01 No employee as described in Article 3 shall be laid off or suffer a reduction in pay or have their hours of work reduced as a result of the Employer contracting out, contracting in or sub-contracting, transferring, leasing or assigning any work or services to the bargaining unit, except in emergency situations, training, orientation and implementing or testing new programs.

ARTICLE 25 - GENERAL

25.01 Adequate facilities shall be provided by the Employer for the employees to have their lunch and rest periods, i.e., tables, electric kettle, microwave. This matter will be dealt with through Labour Management Relations Committee.

25.02 Bulletin board space shall be provided for Union notices.

25.03 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation of regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiations.

25.04 The Union agrees to co-operate with the Nursing Home 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.

25.05 If an Employee has reached Step 4 or above of the attendance support program, the Employee will be notified in advance that they may have a union representative attend their meeting with the Employer.

25.06 The Employer agrees that in a case where a resident causes damage to an employee's uniform, eye glasses, contact lenses, dentures, and hearing aides such an incident will be brought to the attention of the administrator or the administrator's designate who will review the incident and shall reimburse the employee for all of the damage unless the employee has been compensated by the Worker's Compensation Board.

25.07 Any changes deemed necessary to this Agreement may be made by mutual agreement in writing during the existence of this Agreement.

25.08 The Agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

25.09 This Agreement shall be in effect for the period commencing November 1, 2020 and ending October 31, 2023 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

25.10 Wages for all employees shall be retroactive to November 1, 2020, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice within 30 days of the signing of this Agreement.

25.11 All former employees shall be sent a notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

DATED this 11th day of MAY, 2023.

FOR THE UNION

Gertie Ferguson

Ashley Rhodes

Ashley Rhodes

Sandra O'Donnell

Wendy Reper

FOR THE EMPLOYER

[Signature]

Beth McDonald

SCHEDULE "A" SALARIES

November 1, 2020 to October 31, 2023

Classification		Expired		Nov.01-20		Nov.01-21		Nov.01-22		Nov.01-22		Oct.31-23	
		Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Resident Culinary Service Worker	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Utility Worker (Food Service)	Probationary Rate	\$16.5605	\$34,446	\$16.8089	\$34,963	\$17.0611	\$35,487	\$17.9986	\$37,437	\$18.5385	\$38,560	\$18.6312	\$38,753
	Regular Rate	\$16.8420	\$35,031	\$17.0947	\$35,557	\$17.3511	\$36,090	\$18.2886	\$38,040	\$18.8373	\$39,182	\$18.9315	\$39,377
Seamstress	Probationary Rate	\$17.0427	\$35,449	\$17.2984	\$35,981	\$17.5578	\$36,520	\$18.4953	\$38,470	\$19.0502	\$39,624	\$19.1454	\$39,823
	Regular Rate	\$17.3325	\$36,051	\$17.5924	\$36,592	\$17.8563	\$37,141	\$18.7938	\$39,091	\$19.3576	\$40,264	\$19.4544	\$40,465
Reception	Probationary Rate	\$17.8114	\$37,048	\$18.0785	\$37,603	\$18.3497	\$38,167	\$19.2872	\$40,117	\$19.8658	\$41,321	\$19.9652	\$41,528
	Regular Rate	\$18.1142	\$37,677	\$18.3859	\$38,243	\$18.6617	\$38,816	\$19.5992	\$40,766	\$20.1871	\$41,989	\$20.2881	\$42,199

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
PCW I (without course)* <i>* This classification shall apply only to incumbents hired prior to September 14, 2003.</i>	Start	\$17.2218	\$35,821	\$17.4801	\$36,359	\$17.7423	\$36,904
	After 1 year	\$17.5747	\$36,556	\$17.8385	\$37,104	\$18.1060	\$37,661
	After 2 years	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2560	\$37,972	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.5973	\$38,682	\$18.8763	\$39,263	\$19.1594	\$39,852

Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 29, 2022 and appears in this wage appendix for retroactivity purposes, only.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20	Nov.01-20	Nov.01-21	Nov.01-21	Nov.01-22	Nov.01-22	Oct.31-23	Oct.31-23
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Uncertified CCA**	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Uncertified CCA" as per the MOA re: CCAs, signed March 29, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20	Nov.01-20	Nov.01-21	Nov.01-21	Feb.10-22	Feb.10-22	Nov.01-22	Nov.01-22	Oct.31-23	Oct.31-23
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
PCW II/CCA (with course)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification		Expired	Expired	Nov.01-20	Nov.01-20	Nov.01-21	Nov.01-21	Nov.01-22	Nov.01-22	Apr.13-23	Apr.13-23	Oct.31-23	Oct.31-23
		Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Licensed Practical Nurse (LPN)***	Start	\$26.5566	\$55,238	\$26.9551	\$56,067	\$27.3594	\$56,908	\$28.1802	\$58,615	\$28.1802	\$58,615	\$28.3211	\$58,908
	After 1 year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8255	\$59,957	\$28.8255	\$59,957	\$28.9697	\$60,257
	After 2 years	\$27.7520	\$57,724	\$28.1682	\$58,590	\$28.5907	\$59,469	\$29.4484	\$61,253	\$29.4484	\$61,253	\$29.5957	\$61,559
	After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3832	\$61,117	\$30.2647	\$62,951	\$30.2647	\$62,951	\$30.4160	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4806	\$65,480

Note: *Re: 25 Year Service Salary Increment - LPNs: Effective April 13, 2023, 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 highest rate in effect for their classification.**

Classification		Expired	Expired	Nov 1, 2020	Nov 1, 2020	Nov 1, 2021	Nov 1, 2021	Nov 1, 2022	Nov 1, 2022	Oct 31, 2023	Oct 31, 2023
		Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Maintenance	Probationary Rate	\$21.3030	\$44,310	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254
	Regular Rate	\$21.6652	\$45,063	\$21.9901	\$45,739	\$22.3199	\$46,425	\$22.9895	\$47,818	\$23.1044	\$48,057
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0704	\$43,827	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739
Journeyman Cook	Probationary Rate	\$22.6417	\$47,095	\$22.9814	\$47,801	\$23.3261	\$48,518	\$24.0259	\$49,974	\$24.1460	\$50,224
	Regular Rate	\$23.0267	\$47,895	\$23.3721	\$48,614	\$23.7226	\$49,343	\$24.4343	\$50,823	\$24.5565	\$51,078

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	2020	2020	2021	2021	2022	2022	2023	2023
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Activity Worker (with PCW/CCA course)**	Probationary Rate	\$18.1245	\$37,699	\$18.3963	\$38,264	\$18.6723	\$38,838	\$19.2325	\$40,004	\$19.3286	\$40,204
	Regular Rate	\$18.4323	\$38,340	\$18.7090	\$38,915	\$18.9896	\$39,498	\$19.5593	\$40,683	\$19.6571	\$40,887
	After 1 year	\$18.8093	\$39,124	\$19.0915	\$39,710	\$19.3779	\$40,306	\$19.9592	\$41,515	\$20.0590	\$41,723
	After 2 years	\$19.1929	\$39,921	\$19.4808	\$40,520	\$19.7730	\$41,128	\$20.3662	\$42,362	\$20.4680	\$42,574
	After 3 years	\$19.5841	\$40,735	\$19.8780	\$41,346	\$20.1761	\$41,966	\$20.7814	\$43,225	\$20.8853	\$43,441
	After 4 years	\$19.9838	\$41,566	\$20.2836	\$42,190	\$20.5878	\$42,823	\$21.2055	\$44,107	\$21.3115	\$44,328
Activity Worker (2 Year Community College Diploma - Recreation)	Probationary Rate	\$22.2348	\$46,242	\$22.5652	\$46,936	\$22.9036	\$47,640	\$23.5907	\$49,069	\$23.7087	\$49,314
	Regular Rate	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153
Activity Worker (University Degree - Recreation)											

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Physio Assistant (with PCW/CCA course)**	Probationary Rate	\$18.2851	\$38,033	\$18.5593	\$38,603	\$18.8377	\$39,182	\$19.4028	\$40,358	\$19.4998	\$40,560
	Regular Rate	\$18.5960	\$38,679	\$18.8748	\$39,260	\$19.1579	\$39,849	\$19.7327	\$41,044	\$19.8313	\$41,249
** This classification shall only apply to incumbents hired prior to September 4, 2003 who do not have a diploma or degree in recreation.	After 1 year	\$18.9756	\$39,469	\$19.2603	\$40,061	\$19.5492	\$40,662	\$20.1357	\$41,882	\$20.2364	\$42,092
	After 2 years	\$19.3625	\$40,274	\$19.6530	\$40,878	\$19.9478	\$41,491	\$20.5463	\$42,736	\$20.6490	\$42,950
	After 3 years	\$19.7573	\$41,095	\$20.0536	\$41,711	\$20.3544	\$42,337	\$20.9650	\$43,607	\$21.0698	\$43,825
	After 4 years	\$20.1602	\$41,933	\$20.4625	\$42,562	\$20.7694	\$43,200	\$21.3925	\$44,496	\$21.4995	\$44,719
Physio Assistant (with diploma)	Probationary Rate	\$22.4195	\$46,639	\$22.7590	\$47,339	\$23.1003	\$48,049	\$23.7933	\$49,490	\$23.9123	\$49,738
	Regular Rate	\$22.8039	\$47,432	\$23.1460	\$48,144	\$23.4932	\$48,866	\$24.1980	\$50,332	\$24.3190	\$50,583
Physio Assistant (with degree - Kinesiology)											

NOTE:

General Economic Increases

In the event there is a general economic increase(s) negotiated in the publicly funded Long Term Care (LTC) sector, for another publicly funded LTC Employer which has a contract term November 1, 2020-October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) may be applied to this agreement.

CUPE Local 1183 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

Classification Adjustments

Where through collective bargaining, a classification adjustment is negotiated into the collective agreement with a term of November 1, 2020-October 31, 2023, of a publicly funded LTC Employer that increases the compensation of a publicly funded classification within LTC, the classification may be adjusted to the higher of the two rates

CUPE Local 1183 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.

APPENDIX "B"

MEMORANDUM OF AGREEMENT - LPN PRACTICE PREMIUM

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2020.

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

This premium shall be paid in full in a lump sum commencing on June 15th, 2020 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify 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 1st, 2020 and by May 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time Relief 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 the LPN works or may choose to take voluntarily regardless of the location or service the LPN works. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

LETTER OF UNDERSTANDING
(Re 12-Hour Shifts)

The parties agree to a twelve (12) hour shift rotation. The parties agree to modify the Collective Agreement for employees working twelve (12) hour shifts. The clauses noted below shall replace their numbered equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply.

- 13.01- 13.02 The hours of work shall average eighty (80) hours per two (2) week period over the complete period of the rotation scheduled. The rotation schedule shall be for eight (8) weeks. The schedule of shifts to be worked by the employees on the unit shall be the one agreed to by the Employer and the employees.
- 13.04 (a) Each twelve (12) hour shift shall be inclusive of one (1) sixty (60) minute meal break, one-third of which may be used with one of two paid fifteen (15) minute meal break periods for a second meal break or three (30) minute breaks.
- (b) Full-time Employees shall have up to six (6) days off in each two (2) week period unless mutually agreed upon otherwise between an employee and the Employer.
- (c) For Regular Part-time and Part-time Employees working twelve (12) hour shifts, they will be required to work up to but no more than four (4) consecutive shifts with up to four (4) consecutive days off unless mutually agreed upon otherwise between an employee and the Employer.
- 13.08 (a) Overtime shall be authorized time worked in excess of a twelve (12) hour shift, or in excess of eighty (80) hours in a bi-weekly period.
- (b) Overtime pay at the rate of time and one-half (1.5) the employee's regular hourly rate shall apply when authorized to work in excess of a twelve (12) hour shift, or in excess of eighty (80) hours in a bi-weekly period.
- (c) Notwithstanding the above, overtime periods of less than fifteen (15) minutes need not be recorded or paid for. However, overtime periods in excess of 15 minutes shall be paid for in full.
- 13.10 The Employer shall provide at least twelve (12) hours rest period between shifts unless otherwise mutually agreed between an employee and the Employer.
- 16.13 (a) An employee who is not scheduled to work on any of the recognized holidays in Article 16.11 shall receive eight (8) hours pay at the employee's regular rate of pay.

(b) An employee who works on any of the recognized holidays in Article 16.11 shall be paid at the rate of time and one-half (1.5) the employee's regular hourly rate for all hours worked on the holiday and in addition, shall receive one (1) eight (8) hour day off with pay.

16.14 When any of the recognized holidays in Article 16.11 falls on an employee's scheduled day off, the Employee shall receive another eight (8) hour day off with pay at a time mutually agreed between an employee and the Employer, or by mutual agreement one (1) eight (8) hour day's pay in lieu thereof.

16.08 If a recognized holiday in Article 16.11 falls or is observed during an Employee's vacation period, the Employee shall be allowed an additional vacation day of eight (8) hours with pay at a time mutually agreed between the Employee and the employer.

This Memorandum of Agreement shall remain in effect unless one party gives to the other party not less than sixty (60) calendar days notice of its intention to terminate the agreement. The new schedule shall not be posted until the notice period has elapsed.

Should either party indicate a desire to meet to discuss the termination of the twelve (12) hour shift, a meeting shall occur as soon as is possible.

The parties agree to make every reasonable effort to resolve the problems and to address the concerns of the party giving notice to terminate the twelve (12) hour shift to the extent that an alternative action may be agreed.

LETTER OF UNDERSTANDING
(Re Permanent End)

Subject to operational requirements (e.g., renovations), the parties agree that the following permanent employees who have been assigned to a permanent end will continue to have a permanent end and will not be changed unless by mutual agreement between employee and Employer (permanent end means an employee assigned to a unit);

LETTER OF UNDERSTANDING

(Twelve Hour Shifts – Licensed Practical Nurses)

The parties agree to a twelve (12) hour shift rotation for Licensed Practical Nurses. The 12 hour Shift Letter of Understanding, August 2003, shall include L.P.N.'s with the exception of the following clauses.

13.02

- (b) For regular part-time and part-time L.P.N.'s working twelve (12) hour shifts, they will be required to work up to but no more than three (3) consecutive 12 hour shifts, with two consecutive days off, unless mutually agreed upon otherwise between an employee and the employer and no more than 80 hours in a scheduled two-week rotation period.

13.08

- (a) Overtime shall be authorized time worked in excess of a twelve (12) hour shift, or in excess of eighty (80) hours bi-weekly.
- (b) Overtime pay at the rate of time and one half (1.5) the L.P.N.'s regular hourly rate shall apply when authorized to work in excess of a twelve (12) hour shift, or in excess of eighty (80) hours bi-weekly.

This Memorandum of Agreement shall remain in effect unless one party gives to the other party not less than ninety (90) calendar days notice of its intention to terminate the agreement. The new schedule shall not be posted until the notice period has elapsed.

Should either party indicate a desire to meet to discuss the termination of the twelve (12) hour shift, a meeting shall occur as soon as is possible.

The parties agree to make every reasonable effort to resolve the problems and to address the concerns of the party giving notice to terminate the twelve (12) hour shift to the extent that an alternate action may be agreed.

MEMORANDUM OF AGREEMENT
Between Harbourstone Enhanced Care and CUPE, Local 1183
(Vacation Sign Up Process)

The Employer agrees to use two (2) shifts [up to 24 hours] on a day to day basis during the vacation sign up.

MEMORANDUM OF AGREEMENT
Between Harbourstone Enhanced Care and CUPE, Local 1183

(Probationary and Relief Employees / Shift and Weekend Premiums)

The Employer and the Union agrees that notwithstanding Article 5.06, Probationary and Relief employees will be entitled to shift and weekend premiums pursuant to Article 17.11 and 17.12.

This MOA is effective for Probationary and Relief LPNs on November 13, 2009.

This MOA is effective for all other Probationary and Relief classifications effective May 24, 2010.

Any retroactive payments pursuant to this MOA are limited to employees who are employed with Harbourstone on November 15, 2011.

MEMORANDUM OF AGREEMENT
RE: GUIDELINES FOR WCB SUPPLEMENT FROM SICK LEAVE

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

Top Up Supplement on Benefits

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

Waiting Period

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERS for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2 day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the two (2) days, the Employer will adjust the payment entitlements in accordance with the collective agreement language.
6. If the Employer is paying the Employee directly and accepting reimbursement from

WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two day waiting period.

7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in the Employee's sick leave bank and the total hours or dollars of sick time used to provide top up during their absence on WCB.

MEMORANDUM OF AGREEMENT
Between Harbourstone Enhanced Care and CUPE, Local 1183

(Recreation Department Staff - Re: Schedule Change)

Whereas the schedule for the HEC Recreation Department has been changed.

The Parties hereby agree as follows:

1. That, changes to the existing schedule for the HEC Recreation Department were recommended, agreed upon, and accepted by all Recreation Department Employees.
2. The Recreation Department Employees have unanimously agreed to change the existing schedule, in which employees currently work for six consecutive days, to a schedule in which one week, of the current six-week rotation, will have split days off.
3. This change to the Recreation Department schedule, will eliminate the requirement for Recreation Department Employees to work six consecutive days.
4. This Agreement is made on a without precedent and without prejudice basis to any other matter and may be relied upon only to enforce the terms of this Agreement itself.

MEMORANDUM OF AGREEMENT
Between Harbourstone Enhanced Care and CUPE, Local 1183
(Christmas Vacation)

Notwithstanding Article 16.05, Employees in the classifications of Physio-Aide, Activity Worker and Maintenance shall be eligible to request vacation to a maximum of three (3) days during the period between December 15th and January 5th . Vacations requests will be subject to operational requirements and will be considered based on the employee's seniority within the facility.

**MEMORANDUM OF AGREEMENT
Between Harbourstone Enhanced Care and CUPE, Local 1183**

(Vacation and Christmas Scheduling)

Notwithstanding the references to scheduling by department in articles 16.03 and 16.15 (a), the parties agree to allow employees to request vacation/Christmas holidays based on seniority within the facility.

MEMORANDUM OF AGREEMENT
Between Harbourstone Enhanced Care and CUPE, Local 1183

(Expedited Movement of Current Employees)

Whereas the parties recognize that movement within a classification using job positing within the facility can create unnecessary delay;

And Whereas the parties recognize that employees within a classification may express interested in moving to different areas of the employer,

The parties agree to meet within 30 days of signing to work on the development of an Expedited Movement process which will expedite the process for employees within a classification to express preferences to move within the employer.

MEMORANDUM OF AGREEMENT
Between Harbourstone Enhanced Care and CUPE, Local 1183

(Smoothing/ (smooth weeks))

Smoothing means a process whereby employees may work a variation on a traditional 40 hours per week but resulting in an equalization of hours worked over a defined period of time.

If the employer has a smooth schedule which allows for a "short week" and during the short smooth week(s) when employees work less hours, provided that the Employee had sufficient Holiday hours, the Employee shall first use eight Holiday hours and then four vacation hours needed to continue their regular bi-weekly wages for that week. If the employee does not have sufficient Holiday hours, vacation hours may be used.

In the event that a full-time employee is on a scheduled day off during her short week and works, the employee will be paid overtime for the hours worked.

In the event that an employee does not have sufficient Holiday or vacation time to cover the shift, the employee will be scheduled to work during their short smooth week or will be given an unpaid day.

*It is understood that Holiday hours used to continue biweekly wages during the smooth week will first come from those Holiday hours banked.

MEMORANDUM OF AGREEMENT

(Food Handler's Certification)

between

Harbourstone Enhanced Care

(the "Employer")

And

Canadian Union of Public Employees
Local 1183

(the "Union")

WHEREAS the Union raised concerns about the compensation provided to employees updating their Food Handlers Certification in the above noted facilities;

AND WHEREAS The Department of Agriculture required certain employees to have a valid Food Handler's Certification (which must be renewed every five years);

AND WHEREAS the Parties agree on a without prejudice and without precedent basis to the following terms and conditions for the settlement the above noted grievances:

1. Any time spent in training or an education sessions required to complete the Food Handler's Certification shall be considered time worked but will be paid at the regular hourly rate of the employee. For clarity, such training/education may occur during the employee's regularly scheduled shift and will be without loss of pay or may be scheduled at such other time as the Employers direct and compensated at the regular hourly rate.
2. The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy
3. The Food Handler's Certification program will be scheduled by the Employers for employees and may include attending in house or off-site training sessions and online or in person education. Compensation as indicated herein for the Food Handler's Certification is only available for training or education sessions directed by or approved by the Employers.

4. The Employers will compensate for the Food Handler's Certification in accordance with this settlement agreement effective the date of signing.
5. The Employers will compensate any current employee who completed the Food Handler's Certification courses since January 1, 2016 for any amount in excess of the previously provided amount necessary to reimburse the employee for the cost of the course/course materials only.
6. The Union (though applicable Locals) will withdraw the grievances filed in this matter. No further grievances will be filled in respect of the subject matter of these grievances except if required to uphold the terms of this agreement.
7. The Employers do not by this settlement admit any liability to the Union or alleged breaches of the Collective Agreement or any other law and the Employers expressly denies any liability. This settlement is expressly and entirely without prejudice and precedent to the position of the Parties.

