

COLLECTIVE AGREEMENT

BETWEEN

MacLeod Group Health Services Limited

operating as:

SHIRETOWN NURSING HOME and IVEY'S TERRACE NURSING HOME

- and -

LOCAL UNION 2503

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Term of the Agreement:

November 1, 2020, to October 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.01 Purpose of Shiretown Nursing Home and Ivey's Terrace Nursing Home	1
ARTICLE 2 – DEFINITIONS	1
2.01 "Full-Time Employee"	1
2.02 "Regular Part-Time Employee"	2
2.03 "Casual Employee"	2
2.04 "Probationary Employee"	2
2.05 "Employer"	2
2.06 "Common Law Spouse"	2
2.07 "Sick Leave"	2
2.08 "Work Day"	3
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS	3
3.01 Union Recognition	3
3.02 Union Activities	3
3.03 Employee Agreements with the Employer	3
ARTICLE 4 - NO DISCRIMINATION	4
4.01 No Discrimination	4
ARTICLE 5 - MANAGEMENT RIGHTS	4
5.01 Exercise of Management Rights	4
5.02 Union Recognition of Management Rights	4
5.03 Right of an Employee to Grieve	5
ARTICLE 6 - UNION SECURITY	5
6.01 Union Membership	5
6.02 Employee/Member Contact Information	5
ARTICLE 7 - CHECK-OFF OF UNION DUES	6
7.01 Union Dues Deductions	6
7.02 Remittance of Union Dues	6
7.03 Employee List	6

ARTICLE 8 - ACQUAINT NEW EMPLOYEES	6
8.01 Employer Agrees to Acquaint New Employees	6
8.02 Copy of the Agreement Provided	6
8.03 Orientation of New Employees	6
ARTICLE 9 - GRIEVANCE PROCEDURE	7
9.01 Union Grievance Committee	7
9.02 Grievance Defined	7
STEP 1	7
STEP 2	7
STEP 3	8
STEP 4	8
9.03 Question of General Application	8
9.04 Written Format Required	8
9.05 Employee Right to a Meeting	8
9.06 Assistance of Union Representatives	8
9.07 Employment Record as Evidence	8
9.08 Union May Institute Grievance	9
9.09 Grievance on Safety Issues	9
9.10 Employer Grievance	9
9.11 Automatic Extension of Time Limits	9
9.12 Extension of Time Limits by Mutual Consent	9
9.13 Application of Time Limits	9
ARTICLE 10 - ARBITRATION	10
10.01 Reference to Arbitration	10
10.02 Appointment of Arbitrators	10
10.03 Role of the Arbitrator	10
10.04 Power of the Arbitrator	10
10.05 Witnesses for Arbitrations	10
ARTICLE 11- DISCHARGE, SUSPENSION AND DISCIPLINE	11
11.01 Dismissals and Suspensions	11
11.02 Employee Right to a Meeting	11
11.03 Employee Right to View Personnel File	11
11.04 Employee Resignation	11
ARTICLE 12- HOURS OF WORK	11
12.01 Standard Hours of Work	11
12.02 Posting Schedules	12
12.03 Rest Breaks	12

12.04	Call out to Complete a Shift.....	12
12.05	Changes in Schedules of Work.....	12
12.06	Shift Premium.....	13
12.07	Weekend Premium.....	13
12.08	Daylight Savings Time.....	13
ARTICLE 13 - OVERTIME AND CALL OUT		13
13.01	Overtime Defined	13
13.02	No Lay-Off to Equalize Overtime.....	14
13.03	Application of Sick Leave Hours.....	14
13.04	Allocation of Overtime and Call-Back.....	14
13.05	Requirement to Work Overtime.....	14
13.06	Call Back Pay Guarantee	15
13.07	Change of Shift without Notice	15
ARTICLE 14 - HOLIDAYS.....		15
14.01	Recognized Holidays.....	15
14.02	Anniversary Holiday	16
14.03	Holiday Eligibility	16
14.04	Scheduling Holiday Time Off.....	16
14.05	Holiday during a Scheduled Day Off	17
14.06	Holiday during Vacation	17
14.07	Christmas or New Year's Day Off.....	17
14.08	Accumulation of Holiday Time	17
ARTICLE 15 - VACATIONS		18
15.01	Entitlement for Full-Time Employees.....	18
15.02	Entitlement for Part-Time and Casual Employees.....	18
15.03	Vacation Scheduling Restriction.....	19
15.04	Vacation Pay	19
15.05	Vacation Pay for Terminated Employees	19
15.06	Vacation Scheduling.....	19
15.07	Regular Hours Paid Defined.....	19
15.08	Vacation Pay for Casual Employees	19
15.09	Posting Vacation Schedules.....	19
15.10	No Waiver of Vacation Time.....	20
15.11	Hospitalization during Vacation Leave	20
ARTICLE 16 - SICK LEAVE		20
16.01	Group Benefit Plans and Sick Leave Credits.....	20
16.02	Sick Leave Entitlement.....	21
16.03	Deduction From Sick Leave Credits	21

16.04	Proof of Illness.....	22
16.05	Workers Compensation Supplement.....	22
16.06	Sick Leave Fraud	23
16.07	Optional Benefit Plans.....	23
ARTICLE 17 - BEREAVEMENT LEAVE		23
17.01	Death of Immediate Family while Employee is at Work.....	23
17.02	Death in Immediate Family.....	23
17.03	Employee on Leave of Absence.....	23
17.04	Employee on Sick Leave	24
17.05	Immediate Family Defined.....	24
17.06	Bereavement Leave for other Relatives	24
17.07	Other Bereavement Leaves to Attend Funerals	24
17.08	Bereavement Leave Deferral.....	24
ARTICLE 18 - LEAVE OF ABSENCE		24
18.01	Union Leave of Absences Without Pay	24
18.02	Other Leave of Absences Without Pay.....	25
18.03	Pregnancy Leave	25
18.04	Union Negotiations Leave	25
18.05	Seniority during Approved Leave	25
18.06	Court Leave.....	25
18.07	Parental Leave	26
18.08	Education Leave.....	26
18.09	Required Education.....	26
18.10	Illness in the Immediate Family	27
18.11	Leave for Storm or Hazardous Conditions.....	27
18.12	Domestic Violence Leave.....	28
ARTICLE 19 - SENIORITY.....		28
19.01	Seniority Defined	28
19.02	Seniority for Casual Employees	28
19.03	Establishing Seniority	28
19.04	Seniority Roster.....	29
19.05	Loss of Seniority and Employment.....	29
ARTICLE 20 - LAY-OFFS, REHIRING AND REDUCTION OF WORK FORCE.....		29
20.01	Seniority for Lay-off and Recall	29
20.02	Notification of Lay-off.....	29
20.03	Notice of Resignation	30

ARTICLE 21 - PROMOTIONS AND STAFF CHANGES	30
21.01 Posting Vacancies.....	30
21.02 Appointments and Trial Periods	30
21.03 Union Notification of Staffing	31
21.04 Position Outside the Bargaining Unit.....	31
21.05 Temporary Positions	31
21.06 Student List	31
21.07 Diversity.....	31
ARTICLE 22 - NEW CLASSIFICATION	32
22.01 Wage Rates for New Classifications	32
ARTICLE 23 - PAYMENT OF WAGES	32
23.01 Payment of Wages	32
23.02 Errors in Payment of Wages.....	32
ARTICLE 24 - TEMPORARY ASSIGNMENTS	32
24.01 Paying on Temporary Transfer.....	32
24.02 Temporary Assignment to a Lower Classification.....	33
24.03 Temporary Assignment to a Position Outside the Bargaining Unit.....	33
ARTICLE 25 - SAFETY, HEALTH AND WELFARE	33
25.01 Cooperation of Health & Safety	33
25.02 Damaged Personal Effects	33
25.03 Workplace Violence.....	33
ARTICLE 26 – UNION MANAGEMENT CONSULTATION COMMITTEE.....	34
26.01 Establishment of the Committee.....	34
26.02 Function of Committee	34
26.03 Meetings of Committee	34
26.04 Chair-Person of the Meeting.....	34
26.05 Minutes of Meetings	34
26.06 Jurisdiction of Committee	35
ARTICLE 27 - GENERAL	35
27.01 Union Representatives	35
27.02 Punctual and Regular Attendance at Work.....	35
27.03 Bulletin Board	35
27.04 Strikes and Lockouts	35

27.05	Union List of Officers and Representatives	36
27.06	Injury Incident Reports	36
27.07	Restrictions on Contracting Out.....	36
27.08	In-Service Training	36
ARTICLE 28 – PENSION PLAN.....		36
28.01	Pension Plan	36
ARTICLE 29 - DURATION AND TERMINATION OF AGREEMENT.....		36
29.01	Term of the Agreement	36
29.02	Retroactivity.....	37
29.03	Application of Agreement	37
ARTICLE 30 - BENEFIT AND BINDING		37
30.01	Binding Agreement.....	37
30.02	Signatures	37
APPENDIX "A" WAGE RATES		39
APPENDIX "B" LETTER OF UNDERSTANDING - ADDITIONAL SHIFT		41
APPENDIX "C" MEMORANDUM OF AGREEMENT REDUCTION IN HOURS OF WORK AND APPOINTMENT STATUS		43
APPENDIX "D" MEMORANDUM OF AGREEMENT RE: GUIDELINES FOR WCB SUPPLEMENT FROM SICK LEAVE		45
ADDENDIX "E" MEMORDANDUM OF AGREEMENT RE; DIVERSITY, EQUITY & INCLUSION WORKPLACE COMMITTEE..		48

ARTICLE 1 - PREAMBLE

1.01 Purpose of Shiretown Nursing Home and Ivey's Terrace Nursing Home

WHEREAS it is the purpose of Shiretown Nursing Home and Ivey's Terrace Nursing Home and its employees to operate to provide high quality health care to persons requiring assistance with the essential activities of living;

AND WHEREAS it was agreed that a caring, pleasant home atmosphere exists when staff and residents of a Home for Special Care are happy with its operation, it is the desire of both parties to this Agreement;

- (a) To maintain and improve the harmonious relationship between the Employer and the Union;
- (b) To recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, employment services, etc;
- (c) To set forth certain terms and conditions of employment;
- (d) To maintain professional standards;
- (e) To encourage efficiency in operations;
- (f) To promote the morale, well-being and security of all employees.

NOW THEREFORE, it is now desirable that methods of bargaining of all matters pertaining to working conditions of the employees be drawn up in an Agreement.

ARTICLE 2 – DEFINITIONS

2.01 "Full-Time Employee"

means an employee who, having completed the probationary period of sixty (60) working days and/or four hundred eighty (480) worked hours, works on a regularly scheduled basis of four (4) days on, two (2) days off (8 hour shifts), two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off (10 hour shifts), or five (5) days on, two (2) days off (8 hour shifts) or six (6) twelve-hours shifts and one eight-hour shift over fourteen (14) days (twelve-hour shifts).

2.02 “Regular Part-Time Employee”

means an employee who has completed the probationary period of sixty (60) working days and/or four hundred eighty (480) worked hours and who is regularly scheduled to work less than a full-time employee.

2.03 “Casual Employee”

means an employee who has completed the probationary period of sixty (60) regular scheduled working days and/or four hundred eighty (480) hours and who works on a day to day basis as required. A Casual Employee shall not be considered to be a full-time employee or a part-time employee as herein defined.

2.04 “Probationary Employee”

shall mean a newly hired employee on the probationary period of sixty (60) regular scheduled working days and/or four hundred and eight (480) worked hours. The probationary period may be extended at the sole discretion of the Employer to a maximum of 600 (six hundred) worked hours. Probationary employees are not bargaining unit members and their employment may be terminated at any period at the sole discretion of the Employer and without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

2.05 “Employer”

shall mean MacLeod Group Health Services Limited operating as “Shiretown Nursing Home” and “Ivey’s Terrace Nursing Home”.

2.06 “Common Law Spouse”

is defined as although not legally married to the employee, has continuously cohabited with the employee for not less than one full year and having been identified to the Employer in writing as a spouse. This may include same sex spouse, subject to the eligibility provisions of respective Benefit Plans.

2.07 “Sick Leave”

means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers’ Compensation Act.

2.08 "Work Day"

means the twenty-four (24) hour period commencing at 11:00 p.m. on one calendar date and ending at 11:00 p.m. the next calendar date.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 2503 as the bargaining agent for all full time, regular part time and casual employees who have completed the probationary period, as herein defined, of the Employer (excluding Registered Nurses, Graduate Nurses, Licensed Practical Nurses, Director of Facility and Resident Care, Secretary, Support Service Manager, Ward Clerks, Dieticians and Payroll Clerks and those excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act.)

3.02 Union Activities

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, except as hereinafter provided, without the permission of the Employer. Persons whose jobs are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit if it results in the lay-off or reduction of hours of regular full-time or part-time and/or casual employees or except in cases mutually agreed upon by the parties, or in the case of emergencies, which emergencies shall include epidemics, flood, fire, and power failure.

3.03 Employee Agreements with the Employer

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination against any employee on grounds prohibited by the *Human Rights Act of Nova Scotia* nor by reason of their membership or activity in a labour union.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Exercise of Management Rights

Management's rights referred to in this article, shall be exercised in a manner consistent with the terms of this Agreement.

5.02 Union Recognition of Management Rights

The Union recognizes that it is the right of the Employer to manage the facility in which it is engaged and without limiting the generality of the foregoing, the Employer shall have the right to:

- (a) Maintain order, discipline and efficiency;
- (b) To operate and manage its business and direct the work force in accordance with its responsibilities;
- (c) To determine the work to be performed and establish standards, methods, procedures and schedules of operations;
- (d) To determine the requirements, select, hire, transfer, promote, demote, classify, layoff, suspend and discharge an employee for just cause;
- (e) To increase or decrease the work force;
- (f) To maintain workplace rules and regulations to be observed by employees;
- (g) All matters concerning the operation of the Employer's business not specifically dealt with in this Collective Agreement shall be reserved to be the Management's sole responsibility;

- (h) The exercise of the foregoing rights shall not supercede the other specific provisions of the Agreement, and this clause shall not prevent the processing of grievances.

5.03 Right of an Employee to Grieve

Nothing in this Article shall, however, deprive an employee from exercising his full right under the grievance procedure as set out in this Agreement.

ARTICLE 6 - UNION SECURITY

6.01 Union Membership

All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and By-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union after the completion of probation in accordance with article 2.05.

6.02 Employee/Member Contact Information

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

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

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

Note: This language is to establish a minimum common requirement and will not replace or diminish existing language or obligations in any existing Collective Agreements

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Union Dues Deductions

The Employer shall deduct from every employee who has completed the probationary period, any monthly dues, initiation fees or assessments levied, in accordance with its Constitution and By-Laws. These deductions, currently at 1.5%, may be adjusted from time to time as determined by the Executive of Local 2503.

7.02 Remittance of Union Dues

Payroll deductions for union dues shall be submitted monthly to the National Secretary Treasurer of CUPE not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made. The Union shall inform the Employer of the amount of any deductions.

7.03 Employee List

The Employer will provide to the union a list of all employees in the Bargaining Unit once per year. The list will include each person's name and work email.

ARTICLE 8 - ACQUAINT NEW EMPLOYEES

8.01 Employer Agrees to Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 6 and 7 dealing with the Union Security and Dues Check-Off.

8.02 Copy of the Agreement Provided

New employees shall be presented with a copy of the Agreement, which shall be supplied by the Union on completion of their probationary period.

8.03 Orientation of New Employees

The Employer recognizes the need for familiarization and orientation of new employees. In the interest of the employees, the comfort of residents and of

health and safety, the Employer agrees to set aside the following working days with pay for the orientation of new staff who will be with existing staff:

- (a) for all employees except CCAs and_PCWs, two (2) working days with pay; and
- (b) for CCAs and_PCWs, three (3) working days with pay.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Union Grievance Committee

In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of not more than four (4) Stewards however there shall be only one (1) Steward per department, whose duties shall be to assist any employee working in the respective department or group of departments which the Steward represents in preparing and in presenting their grievance in accordance with the grievance procedure.

9.02 Grievance Defined

Should a dispute arise between the Employer and any employees or the union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1

The employee, together with their Shop Steward, shall discuss the matter complained of with the employee's Departmental Manager, within three (3) working days. The Departmental Manager shall render a decision within three (3) working days of hearing the matter.

STEP 2

Failing satisfactory settlement in Step 1, the grievance shall be presented in written form to the Director of Facility and Resident Care, within five (5) working days of receipt of the Departmental Manager's decision in Step 1. The Director of Facility and Resident Care shall render a decision in writing within five (5) working days.

STEP 3

Failing satisfactory settlement in Step 2, the grievance shall be submitted in written form to the General Manager of Operations and Human Resources of MacLeod Group within ten (10) working days which shall render a decision in writing within ten (10) working days after it has been submitted. This time may be extended by mutual agreement.

STEP 4

Failing satisfactory settlement in Step 3, the Union may refer the matter to arbitration by giving notice to the Employer within five (5) working days of receipt of the Employer's response in Step 3.

9.03 Question of General Application

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.

9.04 Written Format Required

The submission of grievances and the Employer's reply shall all be in written form at stages two and three.

9.05 Employee Right to a Meeting

An employee covered by this Agreement considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a meeting with the Employer if requested by the Union.

9.06 Assistance of Union Representatives

The Union reserves the right to have the assistance of a representative of the Canadian Union of Public Employees at any stage of the grievance procedure.

9.07 Employment Record as Evidence

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports; provided however this restriction shall not apply where the record concerns a matter of a similar nature to that giving rise to a suspension or disciplinary action in which case no such time limit shall apply.

9.08 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1.

9.09 Grievance on Safety Issues

An employee, or a group of employees, who is 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 in the Second Step of the grievance procedure for preferred handling.

9.10 Employer Grievance

The Employer may institute a grievance by delivering the same in writing to the President of the Local Union and the President shall answer such grievance in writing within five working (5) days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the day the President gives their answer, give ten (10) working days' notice to the President of the Local Union of its intention to refer the dispute to arbitration. Prior to filing an Employer grievance, the Employer will discuss the matter in issue with the President of the Local Union to try to resolve it.

9.11 Automatic Extension of Time Limits

When the Director of Facility and Resident Care of the Home or the President of the Homes Local is away, the time limits fixed in this Article will be automatically extended for any outstanding grievance/arbitration case until such time the Administrator or the President of the Homes Local resumes their normal duties provided that the intention and issue for discussion is stated and dated in writing to the Administrator's Office within the time limits.

9.12 Extension of Time Limits by Mutual Consent

The time limits set in both the Grievance and Arbitration Procedures may be extended by consent of both parties provided neither side's position unduly prejudices by the delay. Saturdays, Sundays and Statutory Holidays are not included in the time limits.

9.13 Application of Time Limits

The Company may refuse to process or adjust any complaint which has not been

processed within the time limits required by this Article. Failure to process a grievance within the time limits as required by Article 9 will be deemed to have been dropped.

ARTICLE 10 - ARBITRATION

10.01 Reference to Arbitration

If final settlement of the grievance is not completed at Step 3 of the grievance procedure, the grievance may be referred by either party in writing to arbitration at any time within fifteen (15) working days thereafter, by the party referring the matter to arbitration giving such written notice to the other.

10.02 Appointment of Arbitrators

Where notice of desire to submit the grievance to arbitration has been given, the parties shall within ten (10) working days of such notice agree upon a person to act as a sole Arbitrator of the matter in dispute. If the parties fail to agree upon a person to act as sole Arbitrator within the aforesaid ten (10) working days, the appointment shall be made by the Minister of Labour and Advanced Education for the Province of Nova Scotia upon the written request of either party.

10.03 Role of the Arbitrator

The Arbitrator shall hear and determine the subject matter of the grievance and shall issue a decision and this decision shall be final and binding upon the parties and upon any employee.

10.04 Power of the Arbitrator

The Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures imposed, but shall not have the power to add, subtract or modify any terms of this Agreement. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator as the case may be, to reconvene to clarify the decision which it shall do within five (5) days. The Employer and the Union shall equally split any costs not covered by the Department of Labour and Advanced Education for the fees and expenses of the Arbitrator.

10.05 Witnesses for Arbitrations

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses provided each party bears

the cost of their own witnesses who are present.

ARTICLE 11- DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Dismissals and Suspensions

An employee covered by this Agreement may be dismissed only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, the employee shall be given the reason in the presence of a Union Steward, preferably the employee's Union Steward if available. Such employee and the Union shall be informed in writing within two (2) working days.

11.02 Employee Right to a Meeting

An employee covered by this Agreement considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a meeting provided by Article 9.05 of the Grievance Procedure.

11.03 Employee Right to View Personnel File

An employee shall have the right to see their personnel file at least once a year, provided two (2) business days' notice is given, in order to facilitate such request, which shall not be unreasonably denied. Employees shall not have access to other confidential information required from previous employers. For the purpose of this provision, a business day shall be 8:30 am to 4:30 pm Monday through Friday, exclusive of holidays.

11.04 Employee Resignation

When an employee resigns, is discharged, retires or dies, the employee or the estate shall receive payment for any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer by the employee.

ARTICLE 12- HOURS OF WORK

12.01 Standard Hours of Work

- (a) Full-time employees, with the exception of the full-time staff of the Dietary Housekeeping and Laundry Department, shall not normally be required to work more than eight (8) hours per day or twelve (12) hours per day, or eighty (80) hours per two (2) week pay period. Should the Employer

determine that it is necessary to change the current shift schedule, such change shall not be implemented without prior discussion with the Union.

- (b) Dietary Department and Housekeeping and Laundry staff shall be required to work not more than ten (10) hours per day, and not more than eighty (80) hours in a two (2) week pay period.
- (c) Additional shifts will be provided in accordance with the attached Letter of Understanding that forms part of this Agreement.
- (d) Split shifts are permissible in the Dietary Department.

12.02 Posting Schedules

The hours and days of work for each employee, including the scheduled days off, shall be posted two (2) weeks in advance.

12.03 Rest Breaks

All employees working an eight (8) hour shift shall be permitted a fifteen (15) minute break in the first half and in the second half of the shift. A lunch period of thirty (30) minutes duration shall be included in each eight (8), ten (10) and twelve (12) hour shift. An extra fifteen (15) minute break shall be permitted those working ten (10) hour shifts and an additional two fifteen (15) minute breaks to those working twelve (12) hours shifts.

12.04 Call out to Complete a Shift

Employees called out to work to complete a shift by the Employer for replacement purposes after the commencement of that shift shall be paid for the entire shift provided that the employee presents themselves for work within one hour of accepting the call and the hours worked exceed four (4) hours. If the hours worked to complete a shift are less than four (4) hours or the employee presents themselves for the shift more than one hour after accepting the call, the employee shall be paid only for hours worked to the next highest hour. If the employee is in an overtime situation, overtime shall be paid only for the hours actually worked.

12.05 Changes in Schedules of Work

The Employer will consider requests from employees for changes in shift schedules. While the Employer will endeavour to receive the agreement of all affected employees in the department, where 80% of affected employees and the Employer mutually agree, shift schedules shall be changed during the life of the Collective Agreement.

12.06 Shift Premium

All Employees shall receive a shift premium of \$2.25 per hour for all regular hours worked between 1900 hours and 0700 hours.

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 21, 2023 and shall be applicable to all hours worked, including overtime hours worked.

12.07 Weekend Premium

All Employees shall receive a weekend premium of \$2.25 per hour for all regular hours worked between midnight Friday and midnight Sunday.

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 21, 2023 and shall be applicable for all hours worked, including overtime hours worked.

12.08 Daylight Savings Time

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

ARTICLE 13 - OVERTIME AND CALL OUT

13.01 Overtime Defined

- (a) Overtime is time worked in excess of an eight (8) hour shift; a ten (10) hour shift; a twelve (12) hour shift or eighty (80) hours in the bi-weekly pay period. Overtime will be compensated, by the Employer granting to the employee, pay at the rate of one and a half times (1.5x) the employee's regular hourly rate for the overtime worked provided such time worked exceeds fifteen (15) minutes of overtime.
- (b) Where an employee works in excess of four (4) hours overtime beyond an eight (8) hours shift, a ten (10) hour shift or a twelve (12) hour, the

employee shall be compensated at the rate of two times (2x) the employee's regular hourly rate for the overtime hours worked that are in excess of the first four (4) hours of overtime worked.

- (c) Where there is mutual agreement between the employee and the Employer, the employee may take their overtime as time off rather than pay provided that the time off is taken at a mutually agreed time.
- (d) For the purposes of calculating overtime, "time worked" shall include the following hours while on a period of leave if paid by the Employer: sick leave; holidays; vacation; bereavement and family illness.

13.02 No Lay-Off to Equalize Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

13.03 Application of Sick Leave Hours

An employee who is absent on an approved paid leave during their regularly scheduled hours as a result of sickness, bereavement, holidays or vacation shall, for the purpose of computing vacation pay, be considered as having worked their regularly scheduled hours during such leave.

13.04 Allocation of Overtime and Call-Back

Overtime and call-back time shall be divided equally among employees who are willing and qualified to perform the available work on a seniority and rotation basis. Where overtime work is offered, it is offered on the basis of a rotation through the seniority list.

13.05 Requirement to Work Overtime

No employee shall be required to work overtime against their wishes when other employees are available to perform the required work. In the event that no employee is available to work the overtime, it shall be required on the basis of reverse seniority.

Shift Coverage: In the event that the Employer is short an employee on a shift, and when the call out list has been exhausted, and no employee has volunteered for the shift, seniority shall govern, and the most junior employee on the previous shift will be required to stay. Reverse seniority shall be applied for all additional occurrences within four (4) weeks. For greater clarity, if an employee has been mandated within a four (4) week period they will not be mandated again within that period unless the seniority list has been exhausted.

13.06 Call Back Pay Guarantee

An employee who is called back to work by the Employer after leaving the premises of the Employer following completion of a shift, but before the commencement of his next shift, shall be paid for four (4) hours at their regular rate or time and one-half for all overtime worked, whichever is greater.

13.07 Change of Shift without Notice

Where any employee reports for work and their shift have been changed without notice, the employee shall work and be paid for four (4) hours at the employee's normal rate of pay. Where two (2) or more employees report for work for the same scheduled shift, the employee who was first scheduled to work the shift shall be assigned the shift and the other employee shall work and be paid for four (4) hours at the employee's normal rate of pay.

ARTICLE 14 - HOLIDAYS

14.01 Recognized Holidays

- (a) The Employer recognizes the following twelve (12) eight (8) hour paid holidays for full-time employees as defined in Article 2.02 of the Collective Agreement. Part-time and casual employees are entitled to pro-rated holiday time based on hours paid in the year.

New Year's Day	Labour Day
Heritage Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
Natal Day	

A holiday shall be defined as 11 p.m. the day before the actual calendar date of the holiday through to 11 p.m. the day of the holiday.

A casual employee may utilize his or her accrued holiday bank throughout the year in order to "top up" pay to a maximum of eighty (80) hours in a bi-weekly pay period. Any remaining accrued holiday hours after December 26th of the given year may be paid out in full on the next pay.

- (b) Christmas Day is defined as the period from 11:00 p.m. December 24 to 11:00 p.m. December 25 for purpose of holiday scheduling.

- (c) New Year's Day is defined as the period from 11:00 p.m. December 31 to 11:00 p.m. January 1 for purpose of holiday scheduling.

14.02 Anniversary Holiday

The Employer shall grant all full-time employees of the Home on January 1, 1991, a holiday each year on the anniversary date of the start of their employment. New employees hired to full time positions after January 1, 1991 shall not receive this Anniversary Holiday. This holiday shall be taken on that date, except if the employee is off work because of receiving existing employee benefits under the terms of the Collective Agreement, the holiday shall then be taken within a reasonable time before or after the anniversary date and shall be scheduled by their respective department supervisor, by mutual agreement.

14.03 Holiday Eligibility

To be eligible for the above holidays an employee works the scheduled working day prior to the posted holidays and the scheduled working day following such posted holidays unless excused by the Supervisor or absent on approved vacation or sick leave.

14.04 Scheduling Holiday Time Off

- (a) Full-time employees who are not scheduled or required to work on a holiday shall receive holiday pay equal to one day's pay.
- (b) A full-time employee who is scheduled to work on a holiday or is offered and accepts work on the holiday (excluding the floating holiday) shall be paid at the rate of time and one-half (1.5 x) the employee's regular rate of pay for the hours worked and shall receive another eight (8) hours in lieu to be taken at a time mutually agreed between the employee and his supervisor.
- (c) A part-time employee who is scheduled to work on a holiday or is offered and accepts work on the holiday (excluding the floating holiday) shall be paid at the rate of time and one-half (1.5 x) the employee's regular rate of pay for the hours worked and shall receive hours in lieu in accordance with Article 14.01 to be taken at a time mutually agreed between the employee and his supervisor.
- (d) An full-time or part-time employee, who is required to work on a holiday that falls on his scheduled day off and has received less than seventy-two (72) hours' notice, shall be paid at the rate of two times (2x) the employee's regular rate of pay for the hours worked. If notice has been given at least seventy-two (72) hours prior to the holiday, the rate shall be

time and one-half (1.5x) the employee's regular rate of pay. A full-time employee shall receive eight (8) hours in lieu (pro-rated for part-time employees) to be taken at a time mutually agreed between the employee and his supervisor.

- (e) A casual employee who works on a holiday shall be paid at the rate of time and one-half (1.5 x) the employee's regular rate of pay for hours worked.

14.05 Holiday during a Scheduled Day Off

When any of the above holidays fall on an employee's scheduled day off the employee shall receive another day off by mutual agreement.

14.06 Holiday during Vacation

If a holiday falls during an employee's vacation, the employee shall receive holiday pay to which the employee is entitled to in Accordance with Article 14.01, on date of the holiday and the employee's vacation credits shall not be reduced.

14.07 Christmas or New Year's Day Off

An employee shall have either Christmas or New Year's Day off. Nothing herein shall be deemed to prevent an employee from voluntarily working both Christmas and New Year's Day. Subject to the approval of the Employer, employees may exchange shifts during the Christmas through New Year's holiday period. Such approval shall not be unreasonably withheld.

14.08 Accumulation of Holiday Time

If an employee who normally works statutory holidays, and who so chooses by applying in writing to the Director of Facility and Resident Care, may accumulate up to five (5) holidays for future use, provided however, that such accumulation shall not be linked up with an employee's vacation. Employees wishing to accumulate holidays shall submit their request to the Administrator prior to the posting of the vacation schedule for the current year. No more than two (2) employees from each department shall be permitted to accumulate holidays in any one (1) year and if more than two (2) employees in any department submit a request seniority shall be the governing factor.

ARTICLE 15 - VACATIONS

15.01 Entitlement for Full-Time Employees

Full-time Employees shall be granted vacation with pay for vacation earned between June 1st and May 31st of any year, as follows:

- (a) After one (1) year of employment - eighty (80) hours of vacation pay;
- (b) After three (3) years of employment - one hundred and twenty (120) hours of vacation pay;
- (c) After seven (7) years of employment - one hundred and sixty (160) hours of vacation pay;
- (d) After fifteen (15) years of employment - two hundred (200) hours of vacation pay.

15.02 Entitlement for Part-Time and Casual Employees

- (a) Regular part-time employees as herein defined shall be granted paid vacation equivalent to that granted to full-time employees pro-rated proportionate to regular hours paid. Casual employees as herein defined shall be entitled to vacation pay. For both part-time employees and casual employees, the gross pay is calculated on June 15th of each year for vacation earned in the previous period of June 1st to May 31st on the following basis:

- i) 3.85% for the equivalent of eighty (80) hours; or
- ii) 5.77% for the equivalent of one hundred and twenty (120) hours;
or
- iii) 7.70 % for the equivalent of one hundred and sixty (160) hours; or
- iv) 9.62% for the equivalent of two hundred (200) hours.

Based on 2080 hours.

- (b) Should the above employees take their full vacation pay as outlined above, the number of vacation days (without pay) that each employee is entitled to shall be determined by dividing their gross vacation pay by their daily rate of pay.

15.03 Vacation Scheduling Restriction

Unless the Employer otherwise consents, no employee shall take their vacation between December 20th and January 5th. Preference in the selection of vacation period shall be based on the seniority of the employee in the Department in which she works.

15.04 Vacation Pay

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

15.05 Vacation Pay for Terminated Employees

An employee who terminates employment during the vacation year shall receive vacation allowance on a pro rate basis.

15.06 Vacation Scheduling

The Employer shall endeavor to schedule vacations in an unbroken period.

15.07 Regular Hours Paid Defined

For the purpose of vacation accrual, paid vacation, paid sick leave, paid statutory holidays and paid compassionate leave shall be considered regular hours paid.

15.08 Vacation Pay for Casual Employees

If a casual employee has provided written notice to the Employer by 5 p.m. on the Thursday before pay day, a casual employee may elect to "top up" their pay for the bi-weekly pay period up to eighty (80) hours provided the casual has sufficient vacation pay available. Any unclaimed vacation owed to a casual shall be "paid out" on the first pay following June 1st each year.

15.09 Posting Vacation Schedules

- (a) Vacations will be scheduled by the Employer in such a manner as not to interfere with the efficient operation of the Home.
- (b) The Employer will post a vacation request list during the first week of April of each year. Employees shall indicate their preference for the time at which they wish to observe their vacation. For vacation time off during the period of July 1st to September 1st, such request shall be made by May 1st. Requests after May 1st, shall be considered on a first come first served basis. However, requests made after May 1st, where more than one request is made at the same time for the same vacation period,

preference shall be given on the basis of seniority whenever possible. Approved vacation for the period of July 1st to September 1st shall be posted by June 1st.

- (c) The cutoff date for accumulation of vacation is May 31st of each year.
- (d) The Employer shall not change the approved vacation schedules without the consent of the affected Employee. Whenever possible, preference of vacation times shall be given to those employees with the most seniority.
- (e) When an employee is approved for vacation, the entire period of time (including days off and vacation time) will be considered the vacation period and the employee will not be "called in" to work at any time during that period. If the employee is required by the Employer to report to work for any reason during that scheduled vacation time, the employee will receive overtime at the rate of two times her regular rate of pay for all time worked and in addition will receive equivalent vacation time rescheduled at a time mutually agreed between the employee and their supervisor. This Article is subject to the provisions of Appendix "D".

15.10 No Waiver of Vacation Time

A regular employee may not waive vacation and receive pay in lieu of vacation.

15.11 Hospitalization during Vacation Leave

Upon the provision by the employee to the Employer of a certificate stating proof of hospitalization during the employee's scheduled vacation leave, the vacation days lost due to hospitalization may be taken as sick days from the accrued sick bank. The lost vacation days may then be rescheduled at a later date mutually agreed between the Employer and the employee.

ARTICLE 16 - SICK LEAVE

16.01 Group Benefit Plans and Sick Leave Credits

- (a) The Employer and the Union agree that there shall be a cost shared comprehensive group plan to cover Term Life Insurance, Accidental Death and Dismemberment, Extended Health Care and Dental care for participation by all full-time and part-time employees, subject to eligibility requirements. Participation by eligible full-time and 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 extended health care benefit and the employee shall pay thirty-five percent (35%) of the premium. The premium of the term life insurance, Accidental Death & Dismemberment and Dental care benefits shall be cost shared fifty-fifty (50% - 50%) between the Employer and the employee.

- (b) Subject as herein provided full-time and part-time employees shall receive one (1) hour of sick leave for every 14.444 regular hours paid, as defined in 15.07, to a maximum accumulation of twelve hundred (1200) hours. Casual employees who work at least 1440 casual hours (not counting hours worked in a temporary position) in a calendar year shall be granted 40 hours of sick leave to a maximum of twelve hundred (1200) hours.

16.02 Sick Leave Entitlement

- (a) Sick leave is an indemnity benefit and not an acquired right. An employee may claim sick leave when unable to attend work due to personal illness or injury providing the employee is able to satisfactorily establish that the illness or injury prevents the employee from working. Where the employee has sufficient sick leave credits available:
 - (i) a full-time or part-time employee shall be entitled to paid sick leave where the employee is absent from a regularly scheduled shift (or portion of a regularly scheduled shift); and
 - (ii) a casual employee shall be entitled to paid sick leave for a scheduled shift. For the purposes of this provision, a scheduled shift for a casual will be any shift which was assigned or accepted with more than 3 days' notice in advance of the shift.

Except as provided in Article 16.03, for each hour of sick leave paid, one hour of sick leave shall be deducted from the employee's accumulated sick leave.

- (b) Pregnancy shall not be considered sick leave under the terms of this Agreement.

16.03 Deduction From Sick Leave Credits

- (a) Subject to 16.02, deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.
- (b) Subject to 16.02, an employee who becomes sick after they commence work on a scheduled working day and works six (6) or more hours of an 8

hour shift, 7.5 or more hours of a 10 hour shift, or 9 or more hours of a 12 hour shift shall be paid for that day without any deduction from her accumulated sick leave.

- (c) Subject to 16.02, an employee who becomes sick after they commence work on a scheduled working day but who has worked less than six (6) hours of an 8 hour shift, less than 7.5 hours of a 10 hour shift, or less than 9 hours of a 12 hour shift shall have the hours not worked deducted from accumulated sick leave.

16.04 Proof of Illness

The Employer may request, after three (3) days illness, a certificate from a medical practitioner for any illness.

16.05 Workers Compensation Supplement

- (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan, pension plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.

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

16.06 Sick Leave Fraud

Fraudulently applying for and obtaining sick leave is cause for immediate dismissal.

16.07 Optional Benefit Plans

It is agreed that employees may opt out of the Health and Dental Plan if certified coverage of the Health and Dental Plan is provided through an alternate health plan.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Death of Immediate Family while Employee is at Work

If a death occurs in the immediate family of an employee when said employee is at work, then said employee shall be granted bereavement leave with pay for the remainder of their time for that day.

17.02 Death in Immediate Family

If a death occurs in the immediate family of an employee, said employee shall be granted five (5) days' leave of absence effective midnight following the death and shall be paid for hours of duty the employee would normally work, during the five (5) days' leave, if the death had not occurred. This leave shall be granted for the purpose of attending or taking care of funeral arrangements.

17.03 Employee on Leave of Absence

An employee who would be on a leave of absence, other than bereavement leave, shall not be eligible for bereavement leave with pay.

17.04 Employee on Sick Leave

- (a) An employee on sick leave with pay shall not be eligible for bereavement leave with pay.
- (b) If a death occurs in the employee's immediate family while an employee is off on paid vacation or paid holiday leave, the days will be changed to bereavement leave.

17.05 Immediate Family Defined

For the purpose of ascertaining bereavement leave days with pay, the members of an employee's immediate family shall not include any person other than father, mother, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, step-parents, step-children, grandparents, grandchildren, guardian, common-law spouse.

17.06 Bereavement Leave for other Relatives

Three (3) days bereavement leave with pay shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of a brother-in-law, sister-in-law or any relative living under the same roof as the employee, provided the days in question were days the employee was scheduled to work.

17.07 Other Bereavement Leaves to Attend Funerals

Two (2) days bereavement leave shall be granted to an employee covered by this Agreement, following the death of an aunt, uncle, niece, nephew, for the purpose of attending the funeral.

17.08 Bereavement Leave Deferral

In the event the funeral, memorial or internment service is set for a later date, the employee may defer one bereavement leave day to attend the funeral, memorial or internment service, if scheduled to work, provided the employee gives the Employer written notice of their intention to do so at the time of death.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Union Leave of Absences Without Pay

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to employees, up to a maximum number of two (2),

however only one (1) per department, elected or appointed to represent the Union at Union conventions or school. Such time shall not exceed a total of twelve (12) days in any year. The names of the Union delegates and/or alternates shall be forwarded to the Employer at least two (2) weeks prior to such leave, if possible.

18.02 Other Leave of Absences Without Pay

Leave of absence without pay and without loss of seniority may, in the discretion of the Employer, be granted to an employee for good and sufficient cause. Such requests for leave of absence shall be made in writing to the employer. Such leave is not to exceed the period of twelve (12) months in any year. An employee who has been granted leave of absence under this clause shall not accumulate vacation credit or sick leave credits during this period of absence, but shall retain upon returning to work all credits accumulated prior to such leave of absence and shall retain full employment status.

18.03 Pregnancy Leave

An employee shall be granted pregnancy leave in accordance with the Labour Standards Code.

18.04 Union Negotiations Leave

Employees, up to a maximum number of four (4), however only one (1) per department, wherever possible for a total number of three (3) days each, on the Union Negotiation or Grievance Committee, shall suffer no loss of pay while engaged in negotiations with or while processing grievances with the Employer.

18.05 Seniority during Approved Leave

During the period of any approved unpaid leave of absence, the employee shall retain their seniority. If the employee wishes to continue their benefit coverage, the employee must contribute the full share of the premium.

18.06 Court Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court action subject to the following conditions;

- (a) That the employee present a copy of the Notice of Jury or Subpoena to the Director of Facility and Resident Care;

- (b) That if the employee is not called to serve on a Jury at a time during the term of Supreme Court, he or she shall return to the Home and resume his or their normal shift. Extenuating circumstances could permit administration to allow extra time;
- (c) That if the employee is a Plaintiff or Defendant in a civil action they shall not be paid for those periods during which the employee is absent from their normal shift for the purpose of attending court.
- (d) If the employee is an accused in a criminal action, they shall not be paid for those periods during which the employee is absent from their normal shift for the purpose of attending court.

In any instance where (b) to (d) inclusive do not apply, the Employer shall pay an employee the difference between normal earnings and the payment received for Jury Service or Witness Fees, excluding payment for travelling, meals, or other expenses. The employee will present proof of services and the amount of pay received. Time spent by an employee required to serve as a Court Witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

18.07 Parental Leave

An employee shall be granted parental leave in accordance with the Labour Standards Code.

18.08 Education Leave

The Employer and the Union agree that it is to the benefit of the employees as well as to the Employer to improve the education and skills of the employees in the workplace. In support of employee education, the Employer agrees to reimburse employees for verified expenses of transportation, meals, accommodation, course materials, and registration. Employees shall be granted education leave to attend skills training courses in geriatric care and related support services on a first-to-apply basis. The Employer reserves the right to select the skills training courses and determine the number of employees per course to which this clause shall apply.

18.09 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.
- (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.

18.10 Illness in the Immediate Family

In the case of:

- (a) Illness of a member of an employee's immediate family, meaning husband, wife, common law spouse or same sex partner, son, daughter, father or mother, who permanently resides with the employee, and when no one at home other than the employee can provide for the needs of the ill person, or
- (b) Emergencies where there is a critical condition which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside their assigned shifts;

after notifying the Employer, the employee with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of three (3) days per year debited against sick leave credits for the purpose of making such arrangements as are necessary to permit the employee's return to work. The Employer may require proof of the need for such leave as it considers necessary.

18.11 Leave for Storm or Hazardous Conditions

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

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

3. when the employee has no entitlement to accumulated paid leave, the employee may, with approval of the Employer, make up the absent time as the scheduling allows.

It is the Employees responsibility to advise the Employer of the option chosen by written request.

18.12 Domestic Violence Leave

Employees will be granted Domestic Violence Leave in accordance with *Labour Standards Code of Nova Scotia*.

ARTICLE 19 - SENIORITY

19.01 Seniority Defined

Seniority is defined as the length of service with the Employer and shall include service prior to the certification of the Union. Seniority shall become effective on the employee's most recent date of hire. Seniority shall be used in determining preference or priority subject to the employee's skill, ability and qualifications to perform the job, for promotion, transfer, demotion, lay-off, recall and reduction of work force, and all other matters measured by length of service. Seniority shall operate on a departmental wide basis. Seniority shall be determined upon any such employee completing sixty (60) worked days and/or four hundred eighty (480) worked hours when a seniority date shall be established, retroactive to the commencement date of employment.

19.02 Seniority for Casual Employees

The casual employee who has completed the probationary period as herein defined shall be entitled to apply for promotion to a regular part-time position within their department when a vacancy occurs providing the casual employee has the qualifications and ability to perform the job.

19.03 Establishing Seniority

The seniority of employees covered by this Agreement shall date from the employee's most recent date of hire. When two or more persons are employed on the same day, the seniority shall be established in the order which they were engaged.

19.04 Seniority Roster

A seniority roster of all employees covered by this Agreement showing name, classification, and date of last entry into the service of the Employer shall be revised and posted at the end of February of each year and shall remain posted, and a copy sent to the local union. A thirty (30) day protest period representing such revisions only shall be allowed following such posting. Upon presentation of proof of error by an employee, or the Union or the Employer, shall such errors be corrected. Any date not protested within the thirty (30) day protest period shall be considered as permanently established.

19.05 Loss of Seniority and Employment

- (a) Established seniority and employment shall not be subject to forfeiture by an employee unless:
 - i) they voluntarily leave the services of the Employer; or
 - ii) they are discharged for just cause; or
 - iii) they are laid off for a period of one year or more; or
 - iv) having been laid off they fail to return to work within fourteen (14) days of being recalled.
- (b) However, it can be mutually agreed between the Union and the Employer to waive sub-sections (iii) and (iv) of paragraph 19.05 (a).

ARTICLE 20 - LAY-OFFS, REHIRING AND REDUCTION OF WORK FORCE

20.01 Seniority for Lay-off and Recall

Both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of a lay-off within a department, employees shall be laid off in reverse order of their seniority. Employees shall be recalled in the order of seniority within the department provided they are qualified to do the work.

20.02 Notification of Lay-off

The Employer shall notify employees who are to be laid off ten (10) working days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work ten (10) full working days after notice of lay-off they shall be

paid in lieu of work for that part of ten (10) working days during which work was not made available.

20.03 Notice of Resignation

An employee shall give ten (10) working days' notice to the Employer before terminating their employment.

ARTICLE 21 - PROMOTIONS AND STAFF CHANGES

21.01 Posting Vacancies

In order to maintain an efficient work force the Employer agrees to fill vacancies, if required. Should that decision to fill a vacancy be reached the notice should be posted on a bulletin board in a convenient place on the premises of the Employer for a period of seven (7) days. Such notice shall contain the following information; nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range, as well as the effective starting date of the position.

21.02 Appointments and Trial Periods

- (a) Both parties recognize that job security should increase in proportion to the length of service. Therefore, on making the staff changes in the bargaining unit, appointment shall be made of the applicant senior in the department, and having the required qualifications. The successful applicant shall be placed on a trial for a period of forty-five (45) shifts. Conditional on satisfactory services, such trial promotion shall become permanent after the period of forty-five (45) shifts. In the event a successful applicant proves unsatisfactory in the position, or if they so wishes, during the aforementioned trial period, they shall be returned to their former position without loss of seniority at appropriate rate of pay for the former position, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position at appropriate rate of pay for the former position without loss of seniority.
- (b) Employees who are successful in obtaining a position as set out in 21.02 (a) and have not yet completed their trial period for that position shall complete the trial period before being eligible to apply for other positions in the bargaining unit. This provision shall not apply where an employee working a temporary position wishes to apply for a permanent position.

21.03 Union Notification of Staffing

The Union shall be notified of all appointments, hirings, layoffs, rehiring, and terminations of employment.

21.04 Position Outside the Bargaining Unit

When positions outside the bargaining unit become vacant the Employer agrees to post a notice of the position in the Employer's offices and on bulletin boards, for seven (7) working days. Nothing herein shall be deemed to be construed as prohibiting the Employer in its sole discretion from filling a position outside the bargaining unit with a person who is not a member of the bargaining unit nor shall this requirement with respect to notice and posting be construed as giving any member of the bargaining unit any rights to obtain such a position outside the bargaining unit. However the Employer will give consideration to an employee within the bargaining unit who may be applying for a position outside the bargaining unit.

21.05 Temporary Positions

The Employer agrees to post temporary positions in excess of eight (8) weeks duration, and fill these temporary positions as per the requirements of this article. In the event that an employee whose position was posted as a vacancy returns to work prior to expiry of temporary period, they shall be returned to former position and employee filling vacancy shall return to their former status.

21.06 Student List

Students that do not work on a regular basis will be listed on a student availability list. If at any time the student accepts an employment contract with the Employer, the student will be removed from the student availability list to the regular list of casual employees and shall be placed according to their date of hire. Once they are a casual employee, they will pay union dues in accordance with the collective agreement.

21.07 Diversity

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of

African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 21.

ARTICLE 22 - NEW CLASSIFICATION

22.01 Wage Rates for New Classifications

When any position or classification not covered by Appendix "A" is established during the life of this Agreement, the rates shall be subject to negotiation between the Employer and the Union. The new rate shall become retroactive to the time the position or classification was first filled by the employee concerned.

ARTICLE 23 - PAYMENT OF WAGES

23.01 Payment of Wages

The Employer shall pay salaries and wages every second Thursday in accordance with Appendix A.

23.02 Errors in Payment of Wages

The Employer agrees that in the event an error is established in the payment of wages as a result of the Employer's actions, the Employer shall make all reasonable attempts to correct the pay within twenty-four (24) hours of notification to the Employer of the error by the employee.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

24.01 Paying on Temporary Transfer

Where an employee is temporarily assigned to perform work in a classification paying a lower rate than his own while there is work available in their own classification, they shall be paid their regular rate.

24.02 Temporary Assignment to a Lower Classification

When an employee is temporarily assigned to perform work in a classification paying a higher rate, they shall receive the rate for the higher classification immediately.

24.03 Temporary Assignment to a Position Outside the Bargaining Unit

When an employee covered by this Agreement is formally assigned in writing by the Director of Facility and Resident Care to assume on a temporary basis the position outside the bargaining unit and not covered by this Agreement, they shall be paid ten percent (10%) of their regular rate as additional compensation over and above their regular rate.

ARTICLE 25 - SAFETY, HEALTH AND WELFARE

25.01 Cooperation of Health & Safety

The Employer and the Union shall cooperate in continuing and perfecting the safety and health measures now in effect. The Employer shall follow and work closely with the new occupational Health and Safety Act and this will serve as our guidelines for safety practices within the Home.

25.02 Damaged Personal Effects

The Employer agrees that in the case where damage to an employee's glasses, contact lenses, hearing aid, dentures, teeth or clothing is caused by a resident, such an incident will be brought to the attention of the Director of Facility and Resident Care who will review the incident and may reimburse the employee for damages.

25.03 Workplace Violence

The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 26 – UNION MANAGEMENT CONSULTATION COMMITTEE

26.01 Establishment of the Committee

A Labour Management Committee shall be established consisting of four (4) representatives, however only one (1) per department, and four (4) representatives of the Employer. The committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

26.02 Function of Committee

The function of the Committee is to meet and discuss problems and questions of mutual interest. Also to consider constructive criticism of all activities so that better relations shall exist between the Employer and the employees; including the promotion of safety and sanitary practices and correcting conditions causing grievances and misunderstandings.

26.03 Meetings of Committee

The Committee shall meet at least three (3) times per year at a mutually agreeable time and place. Its members shall receive a notice and agenda for the meeting at least forty-eight (48) hours in advance of the meeting. The Employer will be responsible for mailing the agenda for the meeting that their representatives will be chairing and the Union will be responsible for mailing the agenda for the meeting that their representatives will be chairing. Employees shall not suffer any loss of pay for the time spent with the Committee. The meeting shall be of no more than two (2) hours duration unless extended by mutual agreement.

26.04 Chair-Person of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

26.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by joint chairpersons as promptly as possible after the close of the meeting. The chairperson of the day will be responsible for taking the minutes and typing of same. The Union and the Employer shall submit their own agendas for each meeting in accordance with Article (3) and the chair-person will alternate during the meeting as the subjects on the different agendas are discussed.

26.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any 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 or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 27 - GENERAL

27.01 Union Representatives

The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievances and all other dealings with the Employer. The representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such representative shall first obtain permission from the Employer before entering the institution.

27.02 Punctual and Regular Attendance at Work

The Union agrees to cooperate with the Employer to secure punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism for other than necessary reasons.

27.03 Bulletin Board

Bulletin boards designated as CUPE Local 2503 shall be provided by the Employer at each site to be used and maintained by the Union for the purpose of posting notices of interest to its members. All notices are to be strictly Union business and not contrary to the terms of this Agreement.

27.04 Strikes and Lockouts

The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strikes, walkouts, slowdowns, or other action by employees which will stop, curtail or interfere in any way with the operations of the Employer during the term of this Agreement.

27.05 Union List of Officers and Representatives

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

27.06 Injury Incident Reports

There shall be a standard incident report completed in duplicate when an employee is injured at work. One (1) copy shall be given to the employee and one (1) copy kept on file. Both copies shall be signed by the employee and their supervisor.

27.07 Restrictions on Contracting Out

No Bargaining Unit members shall be terminated, laid off from employment or have their hours reduced as a result of the Employer contracting out, except in emergency situations when normal operations in the Home are suspended.

27.08 In-Service Training

Where the Employer requires an employee to attend in-service training during regular working hours, the employee shall not suffer any loss of regular pay.

ARTICLE 28 – PENSION PLAN

28.01 Pension Plan

Provided that the NSHEPP pension plan continues to be available to this group of employees, the Employer agrees to maintain the NSHEPP pension plan for all Full-time and Part-time employees who meet the eligibility requirements of the plan. The Employer will match mandatory employee contributions in accordance with the requirements of the plan.

ARTICLE 29 - DURATION AND TERMINATION OF AGREEMENT

29.01 Term of the Agreement

This Agreement shall be binding and remain in effect from November 1, 2020 until October 31, 2023 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to termination date that it desires to amend the Agreement.

29.02 Retroactivity

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 thirty (30) days of the signing of this Agreement. Retroactive pay shall be processed separately, paid on a regular pay and employees shall receive separate notifications of deposit.

29.03 Application of Agreement

Except for Appendix "A" (Wages) or unless specifically provided otherwise, all provisions of this Collective Agreement shall become effective on the date of signing.

ARTICLE 30 - BENEFIT AND BINDING

30.01 Binding Agreement

This Agreement and everything contained herein will ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

30.02 Signatures

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto this 28 day of June, 2023.

SIGNED, SEALED, AND DELIVERED in the presence of:

MacLeod Group Health Services Limited
operating as:
SHIRETOWN NURSING HOME and
IVEY'S TERRACE NURSING HOME

CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 2503

Loretta Brooker
[Signature]
[Signature]

Trace Defazio
[Signature]

APPENDIX "A" WAGE RATES

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Food Services 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
Environmental Services Worker	Probationary Rate	\$17.0427	\$35,449	\$17.2984	\$35,981	\$17.5579	\$36,520	\$18.4954	\$38,470	\$19.0502	\$39,624	\$19.1455	\$39,823
	Regular Rate	\$17.3325	\$36,052	\$17.5926	\$36,593	\$17.8565	\$37,142	\$18.7940	\$39,092	\$19.3579	\$40,264	\$19.4546	\$40,466

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate
PCW I (without certificate)	Start	\$17.2220	\$35,821	\$17.4801	\$36,359	\$17.7423	\$36,904
	After 1 year	\$17.5696	\$36,555.7	\$17.8385	\$37,104	\$18.1060	\$37,661
	After 2 years	\$17.9160	\$37,264.6	\$18.1844	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2561	\$37,972.3	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.5968	\$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 April 1, 2022 and appears in this wage appendix for retroactivity purposes, only.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 5.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker/CCA without certification	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 "Personal Care Worker/CCA without certification" as per the MOA re: CCAs, signed April 1, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
PCW II (with certificate)	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 Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Activity Worker I (without training)	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
Activity Worker II (with training)	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
Physio Aide	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
	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
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
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
Physio Aide (Physiotherapy Assistant Training Program) (Degree)	Probationary Rate	\$22,4228	\$46,639	\$22,7590	\$47,339	\$23,1004	\$48,049	\$23,7934	\$49,490	\$23,9124	\$49,738
	Regular Rate	\$22,8039	\$47,432	\$23,1459	\$48,144	\$23,4931	\$48,866	\$24,1979	\$50,332	\$24,3189	\$50,583
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

APPENDIX "B"

LETTER OF UNDERSTANDING – ADDITIONAL SHIFTS

1. Each part-time employee and full-time employee who is scheduled to work less than eighty (80) hours bi-weekly shall fill out a form(s) which indicates to what extent the employee is interested in working up to 80 hours bi-weekly.
2. Casual employees are expected to be reasonably available for shifts as offered.
3. In each case where shifts are being filled, except where specifically indicated otherwise, the process will be done on the basis of:
 - Interest as indicated on the form;
 - Availability to work the shift;
 - Qualification to work the shift;
 - Seniority; and
 - Up to a maximum of 80 hours bi-weekly.
4. Employees are considered unavailable during periods of vacation (as defined in 15.09). However, an employee in advance of going on vacation, may provide written notice to the Employer that they wish to remain "available" during their vacation period. In such case, the employee, the Union and the Employer agree that the employee shall be considered available and shall not incur premium pay pursuant to 15.09 in the event that they accept shifts during this period. This does not apply to a situation where an Employee is required by the Employer to return to work during their period of vacation, in which case, 15.09 applies.
5. In all cases, the Employer retains all rights and privileges to manage the workforce including but not limited to decisions regarding whether or not to fill a shift.
6. **Vacant Shifts Prior to Posting**
 - Vacant shifts prior to posting will be assigned to part-time and full-time staff and, where part-time and full-time staff are exhausted, to casual staff.
 - It is the responsibility of all part-time, full-time and casual staff to consult the posting for notice of their upcoming shifts.
 - In the event that a part-time, full-time or casual employee has been assigned a shift which the employee is incapable of working, except as otherwise provided, it is the employee's responsibility to exchange shifts with a fellow employee which must be approved in advance by the Employer. Such approval shall not be unreasonably denied.
 - In the event the employee provides at least five (5) working days' notice from the time the shifts have been posted, it shall be the employer's responsibility to find a replacement for the employee.
 - Such assignments shall be paid at straight time.

7. **Vacant Shifts After the Posting and With Three (3) Days' Notice**
 - Vacant shifts after the posting but with three (3) days' notice will be offered to part-time and full-time staff in order of seniority and, where the part-time and full-time staff are exhausted, to casual staff.
 - Such assignments shall be paid at straight time.

8. **Vacant Shifts After the Posting and With Less Than Three (3) Days' Notice**
 - Vacant shifts with less than three (3) days' notice are offered to casual staff and, where casual staff are exhausted, to full-time and part-time staff by seniority. Such assignments shall be paid at straight time.

9. In the event that the Employer exhausts all part-time, full-time and casuals in accordance with the process outlined above and remains unable to fill a shift, it remains the Employer's responsibility to make staffing decisions provided such decisions are in accordance with the collective agreement namely, but not limited to 13.07 and 13.08 of the collective agreement.

SIGNED, SEALED, AND DELIVERED this 28 day of June, 2023
 in the presence of:

MacLeod Group Health Services Limited
 operating as:
 SHIRETOWN NURSING HOME and
 IVEY'S TERRACE NURSING HOME

CANADIAN UNION OF PUBLIC
 EMPLOYEES, Local 2503

Kayla Brooker
[Signature]

Trace Defazio
[Signature]

APPENDIX "C"

MEMORANDUM OF AGREEMENT

REDUCTION IN HOURS OF WORK AND APPOINTMENT STATUS

The Union and the Employer recognize that employees, may, at various points in their employment request a temporary or permanent reduction in hours of work and appointment status.

The Union and the Employer also recognize that requests for voluntary reductions in hours of work and appointment status may impact operational requirements.

1. Accordingly, an employee who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of the Employer by indicating the amount of reduced hours the employee seeks and the duration of such reduced hours. The duration of a temporary reduction in hours and appointment status must be specified and must not exceed one (1) year.
2. Approval by the Employer shall be discretionary and will ensure that the request will not adversely impact operational requirements of the Employer.
3. The Employer will notify the Local Union of an approved request. In addition, the Employer will advise the Local Union of either its intention to post the remaining hours or part time equivalent of full-time hours within a reasonable time frame, pursuant to the provisions of Article 21 or to hold the posting.
4. The Employer will maintain a record of all reduced positions created and the remaining hours. A copy of such documentation will be forwarded to the Local Union upon request.
5. The Employer may consider a request for an extension of the temporary reduction of hours and appointment status subject to the above noted considerations of operational requirements. The Employer will advise the Local Union if an extension is approved.
6. An employee who has requested a temporary or permanent reduction in their hours of work and appointment status has status as a Part-time employee and the relevant provisions of the collective agreement shall apply.

7. On the date of the return to work from a temporary reduction in hours and appointment status, or at such earlier or later time as mutually agreed between the requesting employee and the Employer, the requesting Nurse employee is able to return to their previous position and salary without loss of Seniority or Service. Any other employee promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service.

8. In extraordinary circumstances, the Employer may cancel a temporary reduction in hours and appointment status with thirty (30) days' notice. In the event a temporary reduction is cancelled, the employee is able to return to their previous position and salary without loss of Seniority or Service. Any other employee promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service. The Employer will advise the Local Union of the reason(s) for the cancellation.

SIGNED, SEALED, AND DELIVERED this 28 day of June, 2023
 in the presence of:

MacLeod Group Health Services Limited
 operating as:
 SHIRETOWN NURSING HOME and
 IVEY'S TERRACE NURSING HOME

CANADIAN UNION OF PUBLIC
 EMPLOYEES, Local 2503

Loretta Brooke
[Signature]
[Signature]

Tracee Defazio
[Signature]

APPENDIX "D"

MEMORANDUM OF AGREEMENT

RE: GUIDELINES FOR WCB SUPPLEMENT FROM SICK LEAVE

Collective Agreement Language:

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

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 their sick leave bank and the total hours or dollars of sick time used to provide top up during their absence on WCB.

SIGNED, SEALED, AND DELIVERED this 28 day of June, 2023
in the presence of:

MacLeod Group Health Services Limited
operating as:
SHIRETOWN NURSING HOME and
IVEY'S TERRACE NURSING HOME

CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 2503

<u>Loretta Brooks</u>	<u>Grace DeFazio</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>

ADDENDIX "E"

Memorandum of Agreement – Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and including in the workplace:

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives from the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair at the LTCCSCC).
- (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.
- (d) The Committee will formalize terms of reference and determine its own procedure and processes.
- (e) The Committee will meet on an as needed basis, but no less than quarterly.
- (f) The Committee shall, among other things:
 - Consult with and seek input from representatives from diverse and under-represented groups as it relates to the work within Long Term Care in Nova Scotia.
 - Research and where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to prevention or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.
 - Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion within the workplace.

The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

