

COLLECTIVE AGREEMENT

St. Anne Community and Nursing Care Centre Society

and

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), Local 5032

Term: November 1, 2020 – October 31, 2023

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- To maintain and improve the harmonious relationship between the Employer and the Union;
- To recognize the value of joint discussion and negotiations in matters pertaining to working conditions and employment;
- To ensure efficiency in operation;
- To promote the morale, well-being and security of all employees;
- To set forth certain terms and conditions of employment;
- To maintain professional standards;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Employer to Manage Affairs of Operation

The Union recognizes that it is the function of the Employer to manage the affairs of the operation and to direct the working forces of the employer and in particular, to manage, employ, direct, supervise, including the transfer, promotion, lay-off, suspension, demotion, hiring, classifying and discharge for just cause of the employees of the Employer.

2.02 Not to be Discriminatory

The Employer shall not exercise its rights to direct the working force in a discriminatory manner.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Units

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Full-time, Part-time and Casual Employees excluding the Administrator, Finance Officer, Administrative Assistant (Payroll), Food Services Supervisor and Environmental Services Supervisor and those excluded by paragraphs (a) and (b) of

subsection (2) of Section 2 of the *Trade Union Act*, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Individual Agreements Contrary to Collective Agreement

The Employer or its agents agree that it will not enter into any other verbal or written agreement or contract with those employees for whom the Union has bargaining rights which will conflict with any of the provisions of this Agreement.

ARTICLE 4 - PROHIBITION OF DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of employment by reason of:

- (a) age, race, colour, creed, ethnic, national or aboriginal origin, political or religious affiliation, sex (including pregnancy) or marital status, sexual orientation, gender identity, gender expression, family status, source of income, or place of residence, physical or mental disability, an irrational fear of contracting an illness or disease, which is contrary to the *Human Rights Act* (Nova Scotia), or
- (b) membership or activity or non-activity in the Union, or any other reason, contrary to the *Trade Union Act*, (Nova Scotia).

ARTICLE 5 - DEFINITIONS

5.01 The "Employer" is St. Anne Community and Nursing Care Centre Society.

5.02 The "Union" is Canadian Union of Public Employees ("Local 5032").

5.03 A "Full-time Employee" is one who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a biweekly pay period and who has successfully completed the probationary period.

5.04 A "Part-time Employee" is one who is employed on a continuing basis, but who is regularly scheduled to work less than the schedule of a Full-time Employee and who has successfully completed the probationary period. All benefits are pro-rated for Part-time Employees.

5.05 A "Casual Employee" is one who has completed the probationary period but is not scheduled to work on a regular basis.

5.06 The first 495 hours worked shall be recognized as a probationary period. Notwithstanding anything contained in this Agreement, an employee may be dismissed at any time during the probationary period at the discretion of the Employer.

5.07 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 6 - DUES DEDUCTIONS AND UNION SECURITY

6.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z7 accompanied by a list of the names of employees from whom wages deductions have been made and the amount. This list will also include the names of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union. The employer will provide the Union with a list of the names, addresses and phone numbers within 30 days of the signing of this Collective Agreement. The Union will be updated when new employees are hired.

6.03 New Employees

- (a) 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 the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to meet with each newly-hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may

take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed fifteen (15) minutes duration.

6.05 Employer Liability

The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

6.06 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.

6.07 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.

ARTICLE 7 - CORRESPONDENCE AND UNION REPRESENTATION

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

7.02 The Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall, with permission, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 A Labour Management Committee shall be established consisting of no more than three (3) representatives of the Employer and no more than three (3)

representatives of the Union. The Committee shall meet at the request of either party but no less than three (3) times per year. An Employer and a local Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Agendas will be exchanged in advance of the meeting and minutes will be kept. No outside parties can attend meetings without the agreement of both parties.

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

8.02 Committee members shall not suffer any loss of pay while attending meetings of the Labour Management Committee.

8.03 A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members on the Committee.

Representative of the Union shall not suffer any loss of pay if required to leave their employment in order to attend direct negotiations with the Employer for a renewal Collective Agreement up to two (2) days.

If any additional time is required, Leave of absence with no loss of pay or loss of credit shall be granted to members of the Union who participate in negotiations with the Employer which includes conciliation and CUPE shall reimburse the Employer for such wages and benefits.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

9.01 One employee who is a member of the Executive of the Union or who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay, during normal working hours to assist in matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and obtain permission from their immediate supervisor prior to leaving their workplace and report to them immediately upon their return. Such permission shall not be unreasonably withheld.

9.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement.

9.03 Step 1 - Informal Resolution - Within five (5) working days after the date of the occurrence or discovery of the incident that is giving rise of the grievance, the employee and/or a Union representative shall first notify the Supervisor or designate

that this is Step 1 of the grievance procedure and discuss the grievance with the Supervisor or designate who shall provide the Union representative with an answer within three (3) working days

Step 2 - Review by Administrator - If the decision of the Supervisor is not acceptable to the Union, the grievance shall be referred to the Administrator or designate who shall meet with the Grievance Committee within five (5) working days of receiving the grievance. The Administrator or designate shall reply in writing, within five (5) working days following such meeting. If the decision of the Administrator or designate is not acceptable to the Grievance Committee, the Union shall notify the Administrator or designate in writing within ten (10) working days that the grievance will be proceeding to arbitration.

- 9.04 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs or in case of a Union grievance, Step 1 of the Grievance Procedure may be by-passed.
- 9.05 Employer Grievance - The Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President shall answer such grievance within five (5) working 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 Union of its intention to refer the dispute to arbitration.
- 9.06 Arbitration - In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator. The Union and the Employer shall agree upon a single arbitrator within a reasonable amount of time. In the event of a failure to agree, the single arbitrator shall be appointed by the Minister of Labour and Advanced Education.
- 9.07 Arbitration awards shall be final and binding as provided in the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty or discharge, suspension or discipline imposed by the Employer on an employee.
- 9.08 The time limits for initiating individual or policy grievances are mandatory. Subsequent time limits are directory and an Arbitrator shall be able to overrule a preliminary objection that time limits are missed from subsequent steps onwards, providing the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position should not be prejudiced by the delay.
- 9.09 For the purpose of this Article only, working days shall be Monday to Friday inclusive, excluding statutory holidays.

- 9.10 The Employer and Union shall bear an equal share of any expenses incurred by the Arbitrator.
- 9.11 Mediation – Failing satisfactory settlement being reached in Step two (2) , if both parties mutually agree, the grievance shall be submitted to the Department of Labour and Advanced Education, Conciliation Services Section for Grievance Mediation. Time limits shall be suspended during this process. Any costs associated with an alternative dispute format will be shared equally.

ARTICLE 10 - SENIORITY

10.01 Definition of Seniority

Seniority for Full-time and Part-time Employees is defined as the length of service with the Employer from the date of appointment into a Full-time or Part-time position and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.

Seniority for Casual Employees is based on the employee's accumulated hours worked from the date of hire. Casual work assignments will be offered based on seniority within the department. Seniority lists for Casuals will be generated every three (3) months.

For the purpose of job competitions, Part-time and Full-time seniority will be considered in preference to Casual seniority. Casual seniority will be based on the employee's total accumulated hours worked in the bargaining unit.

In the event that an Employee is on an approved medical leave for a period of at least 6 months, the Employee will be deemed to have worked the same number of hours on average as in the previous 12 month period for the purposes of accumulated hours of work in determining Casual seniority. The deeming of accumulated hours of work will not occur for a period in excess of 12 months.

10.02 Seniority List

The Employer shall maintain a seniority list of all Full-time and Part-time Employees, showing the employee's date of appointment to a Full-time or Part-time position. The Employer shall post the current seniority lists annually in February for a thirty (30) day period. Reliance on the seniority list shall not be the subject of a grievance after the thirty (30) day period from posting.

Where more than one (1) employee commences work on the same date, same hour, the employees so affected will have their seniority determined on the basis of a draw in the presence of a Union representative. The results of such draw will be acknowledged in writing and signed off by both the Employer and Union.

10.03 Loss of Seniority

An employee shall only lose their seniority and employment in the event that:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign for any reason and does not rescind within 24 hours;
- (c) They are absent from work in excess of four (4) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) After recall they fail to notify the Employer within seven (7) days;
- (e) They are laid off for more than twenty four (24) months;
- (f) They retire for any reason.

10.04 Loss of Casual Seniority

A Casual Employee shall cease to be an employee and thus forfeit Casual seniority rights in the event that:

- (a) The Casual Employee resigns.
- (b) The Casual Employee is not offered and does not work any shifts for a period of three (3) months, excluding approved periods of unavailability.

10.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a temporary position outside the bargaining unit without the employee's written consent. If an employee does accept a temporary position outside the bargaining unit, they lose all seniority that they previously held and they will not be allowed to accrue seniority or be required to pay dues while outside the bargaining unit.

The employee shall have the right to return to the bargaining unit within twelve (12) months of the date that they left the bargaining unit to take the vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority which they previously held shall be re-instated. The time limit may be extended upon mutual agreement amongst the parties. Failing to return to the bargaining unit within the time stipulated will result in the permanent deletion of seniority.

ARTICLE 11 - LAY-OFF AND RECALL

11.01 Definition of Lay-off

A lay-off shall be defined as a reduction in the work force or a reduction in an employee's FTE.

11.02 Rights of Employees on Lay-off

No employee outside the bargaining unit shall be employed until all those employees off work as a result of a lay-off have been given an opportunity for recall. An employee who is on lay-off may indicate their availability to work casual shifts. Working casual shifts shall not affect an employee's recall rights nor shall it constitute a recall.

11.03 Lay-off and Recall

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in reverse order of seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

11.04 Procedure for Recall and Availability

An employee shall be recalled by telephone followed by registered mail. Employees are responsible for leaving their current address and telephone number with the Employer.

11.05 Employees are expected to be available for work within seven (7) days after a recall.

11.06 Notification and Notice of Lay-off

- (a) The Union executive shall be notified of all lay-offs.
- (b) Fifteen (15) calendar days written notice of lay-off shall be given to the Union and the employees except lay-offs which result from emergencies which adversely affect the operation of the facility and which is beyond the control of the Employer at which time as much notice as possible will be given.

ARTICLE 12 - VACANCIES AND PROMOTIONS

12.01 Vacancies - Applications of Employees

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

12.02 Job Posting Procedures

When a new position is created, or when a vacancy occurs inside the bargaining unit, the Employer shall post notice of the position within one (1) calendar week, on designated Bulletin Boards for one (1) calendar week, so that all members will know about the vacancy or new position.

12.03 Selection

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, appointments shall be made of the applicant possessing the skills, qualifications and abilities necessary to perform all of the required functions of the job, bearing in mind that if more than one applicant has the required skills, qualifications and abilities, that seniority will be the governing factor.

12.04 When a temporary vacancy arises equal to or in excess of twelve (12) weeks the Employer shall post the position in accordance with this Article. A temporary position may be terminated or extended at any time upon one week's notice.

Full time or Regular Part-time Employees who accept a temporary position will earn sick, vacation and holiday credits according to the hours worked by the employee while in the temporary position. Permanent employees will maintain their status for benefit purposes (health and pension plan) (e.g. health, LTD, pension if the employee is a member of the plans)

Casual Employees who accept a temporary position of six (6) months or more in duration will earn sick, vacation and holiday credits according to the hours worked by the employee while in the temporary position.

When a temporary vacancy arises not to exceed twelve (12) weeks in a department, the most senior Casual Employee in the department may fill the position if she so desires. There shall be no requirement to post.

An employee filling a temporary vacancy will be eligible to commence any other temporary vacancy if less than twelve (12) weeks remain in the term of the current temporary vacancy. However, if a new temporary vacancy is one with a higher FTE or wage rate, then a Part-time or Casual employee in a temporary vacancy may apply. Employees can apply for posted Regular positions at any time.

After the completion of the temporary position the employee will return to the position held prior to the temporary position.

12.05 New Classifications

When any classification not covered by Appendix "A" is established during the term of this Agreement the rate of pay shall be subject to negotiation between the Employer and the Union. The Employer may set a rate at the time the position is created after which negotiations will take place with the Union. If the parties are unable to agree upon a rate of pay for the classification, the dispute shall be submitted to arbitration.

12.06 Diversity

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 12.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Work Week

Subject to the Employer's right to determine work schedules, the normal hours of work for a Full-time Employee shall average 80 hours biweekly.

13.02 Work Schedule

- (a) The work schedule for all employees shall be posted in an appropriate place at least two (2) weeks in advance.

- (b) An employee wishing to exchange a full shift may do so after making arrangements with another employee and must obtain the permission of the Employer. There shall be no additional cost to the Employer. Permission shall not be unreasonably withheld.

13.03 Assignment of Extra Shifts

All EXTRA shifts which become available PRIOR TO OR following the posting of the schedule shall be offered first to, Part-time Employees in the department by seniority and then to either Casual Employees in the department or Part-time Employees from outside the department who have applied and been accepted to work extra shifts in the department in accordance with the hours worked in the department.

The Employer will maintain lists of the hours worked by Part-time Employees from outside the department and Casuals in the department for each department and these lists will be provided to the Union every three months.

When Part-time Employees or Casual Employees are called and are not available (including but not limited to not answering the phone) the next employee will be contacted. In the event that a Part-time Employee or a Casual is missed for an available shift they will be offered the next available shift of equal duration in remedy. Once a Part Time or Casual Employee accepts a work assignment, the Employee is obligated to work.

Part-time Employees who are part-time because they have reduced their FTE from a full-time FTE will not be offered extra shifts until all other employees are offered the shift at straight time.

Casuals may apply and be hired in more than one department.

13.04 Days Off

The Employer agrees to schedule shifts so that there will be no broken shifts for Full-time Employees. Regular days off shall be consecutive and shall be planned in such a way as to equitably distribute weekends, unless otherwise mutually agreed.

13.05 Hours off Between Shifts

Employees are to be allowed a minimum off eight (8) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. This article is not applicable to four (4) hour shifts.

13.06 Rest and Meal Periods

Each twelve (12) hour shift shall be inclusive of two (2) thirty (30) minute paid meal breaks, and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer.

Each eight (8) hour shift shall be inclusive of one (1) thirty (30) minute paid meal break and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer.

Each four (4) hour shift shall be inclusive of one (1) paid fifteen (15) minute rest period in an area made available by the Employer.

Each six (6) hour shift shall be inclusive of two (2) paid fifteen (15) minute rest period in an area made available by the Employer. Subject to operational requirements, and if approved by the Employer, the two breaks may be combined into one (1) thirty (30) minute rest period.

13.07 Notice of Change of Posted Hours of Work

The Employer will endeavour to provide twenty-four (24) hours notice to an employee when her hours of work as posted, within that pay period, have to be changed. This Article applies only to a change in the posted schedule and not call-ins.

13.08 Daylight Saving Time

The changing of daylight saving time to standard time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined

Overtime periods of less than fifteen (15) minutes need not be recorded or paid for; however, overtime periods in excess of fifteen (15) minutes shall be paid for in full.

14.02 Overtime Rates

Overtime rates for Full-time and Part-time Employees shall apply for the work as follows:

- (a) On a Regular Work Shift - time and one-half (1-1/2) after the regularly schedule work shift.
- (b) On a Regular Scheduled Day Off for a Full time employee- time and one-half (1-1/2).

14.03 Sharing of Overtime

Overtime and call-back time shall be offered based on seniority first to Full-time and Part-time Employees and then to Casual Employees.

14.04 Time in Lieu

An employee may take time off in lieu of pay for overtime worked or in lieu of holiday pay however, an employee may only be permitted to carry a maximum of one hundred and twenty (120) hours accumulated overtime and holiday lieu time. Where time off is taken, it shall occur at a mutually agreed time. Any time not taken will be paid out at the end of the fiscal year.

14.05 Call In

An employee who is called in and required to work outside his regular working hours shall be paid for the greater of a minimum of four hours at regular straight time rate or hours worked at the overtime rates. An employee who is called in for a second call in during the same 24 hour calendar day as the first call in shall be guaranteed a minimum of two (2) hours pay at the straight time hourly rate. Time worked in excess of two (2) hours shall be paid in accordance with the overtime rates.

14.06 No Pyramiding

There shall be no pyramiding of premium pay, overtime pay and paid holiday pay. In no event shall there be any pyramiding of benefits or payments paid except where the contract provides otherwise.

14.07 Overtime for Part-time and Casual Employees shall only be paid after eighty (80) hours in a bi-weekly pay period.

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Union Leave

Subject to the operational requirements of the Employer, employees elected or appointed to represent the Union at Union functions shall be allowed a leave of absence not to exceed a combined total of ten (10) scheduled working days per year with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits.

15.02 Personal Leave

The Employer may grant a request for a leave of absence without pay and without benefits for good and sufficient cause ("personal leave"), provided such leave may be arranged without undue inconvenience to the normal operations of the Employer's facility. Applicants when applying must indicate, in writing, the date of departure and specify the date of return to work, employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied. This Article does not apply to Casuals.

15.03 Bereavement Leave

- (a) If a death occurs in the immediate family of an employee when the employee is at work then the employee shall be granted bereavement leave with pay for the remainder of the employee's scheduled shift for that day.
- (b) Immediate Family includes the employee's father, mother, step-mother, step-father, brother, sister, step-brother, step-sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child of the employee, or grandchild of the employee and a relative permanently residing in the employee's household.

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

The employee shall be granted five (5) calendar days leave of absence effective midnight following the death for immediate family and shall be paid for all shifts the employee is scheduled to work during the five (5) calendar day period subject to a request to defer a day pursuant to Article 15.03 (d).

Three (3) days bereavement leave with pay shall be granted effective midnight following the death for an employee's grandparent, brother-in-law or sister-in-law and shall be paid for all shifts the employee is scheduled to work during the (3) calendar day period subject to a request to defer a day pursuant to Article 15.03 (d).

One (1) day bereavement leave with pay shall be granted for the purpose of attending the funeral of an employee's niece or nephew provided that such

day is the employee's normally scheduled working day.

One (1) day bereavement leave without pay shall be granted for the purpose of attending the funeral of an employee's parents siblings provided that such day is the employee's normally scheduled working day.

- (c) An employee when for any reason other than bereavement leave would not be considered to be at work, shall not be eligible for bereavement leave with pay if a death occurs in their family except as provided for pursuant to Article 18.09 (Bereavement Leave During Vacation).
- (d) In the event that the funeral, internment or memorial service takes place at a later date, an Employee may request that one day of Bereavement Leave be deferred for that purpose. Such a request is subject to the approval of the Employer and will not be unreasonably denied.
- (e) The provisions of Article 15.03 (b) through to 15.03(d) inclusive are not applicable to Casuals.

15.04 Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits and without pay to an employee who is required to serve as a juror or is subpoenaed as a witness in any court in an employment related matter. The Employer shall grant leave of absence without loss of seniority and without pay to an employee who is subpoenaed as a witness in any court.

The employee shall notify their Supervisor as soon as possible, when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness.

15.05 Pregnancy / Parental Leave

The Employer shall provide Pregnancy and Parental Leave in accordance with the Nova Scotia *Labour Standards Code*, as amended from time to time.

15.07 Leave for Public Office

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow a leave of absence without pay, and the employee retains all benefits accrued and seniority up to that date of the leave, for the employee to hold office at the National, Provincial or Municipal level. Such leave may be renewed, on request, in the event that the employee is elected to subsequent terms. Request for leave shall not be unreasonably withheld.

15.08 Leave for Full-Time Union Office

An employee who is elected or selected to a full-time position with the Union, shall be granted a leave of absence without pay and without loss of seniority for a period of one (1) year where operational requirements permit. Such leave may be renewed each year on request, during the employee's term of office. Request for leave will not be unreasonably withheld.

15.09 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.

15.10 Domestic Violence

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

ARTICLE 16 – STORM LEAVE

16.01 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.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on sick leave shall only be entitled to sick leave with pay if the employee is not otherwise receiving pay, including, but not limited to, holiday pay, vacation pay, Workers' Compensation Board payments and paid leave of absence for that day, and providing the employee has sufficient sick leave credits.

17.02 Credit Accumulation

Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred and seventy-three and three tenths (173.3) regular hours worked, effective the first day of employment. The maximum amount of accumulation shall be one thousand two hundred (1200) hours. Employees can accumulate but cannot use sick leave credits during the probationary period.

"Regular hours worked" for the purposes of sick time credit accumulation does not include overtime hours but does include paid vacation, paid holiday, paid bereavement leave, paid lieu time, jury duty and union leave.

17.03 Evidence of Illness

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. An employee may be required at anytime to produce proof of illness. If the Employer requires a medical certificate and there is a cost to the employee, the Employer will reimburse the employee for the reasonable cost of the medical certificate.

17.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

17.05 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

17.06 Leave for Family Illness /Leave for Appointment/Leave for Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence up to forty (40) hours per calendar year:

- (a) to attend the employee's specialist, preventative medical or dental, appointment; if possible, two (2) weeks advance notice must be given to the Employer, the Employer reserves the right to verify the appointment; and/or
- (b) in case of illness or accident affecting the employee's spouse, child or parent, to make such arrangements as are necessary to permit the employee to return to work.
- (c) for a critical condition which requires their personal attention resulting from an emergency (flood, fire, etc) which cannot be served by others or attended to the employee at a time when he is normally off duty
- (d) An employee will be allowed to use up to sixteen (16) hours referred to in the preamble of this Article to attend the medical or dental appointments of the employee's child.

Leave under this Article shall be deducted from the employee's sick bank as provided in Article 17.02.

17.07 This Article does not apply to Casual Employees.

ARTICLE 18 - VACATIONS

18.01 Vacation Entitlement - Full-Time Employees

Years of service for the purposes of this Article is based on the Anniversary date as defined in Article 20.02.

<u>Years of Service</u>	<u>Vacation Entitlement</u>
0-4 year	10 hours for each month worked; not to exceed 120 hours.
5-14 years	13.33 hours for each month worked not to exceed 160 hours.
15-23 years	16.67 hours for each month worked not to exceed 200 hours.

24 years and beyond	20 hours for each month worked not to exceed a maximum of 240 hours.
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18.02 Vacation Entitlement – Part-Time Employees

Part-Time Employees shall receive vacation credits pro rated as per Article 18.01.

18.03 Casual Employees

Casual Employees will receive 4% vacation pay for hours worked paid out in each pay period. After eight (8) years of service the Casual Employees will receive 6% vacation pay for hours worked paid out in each pay period.

18.04 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

18.05 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.06 Preference in Vacations

Operational requirements permitting, vacations shall be granted first on the basis of seniority. Seniority may not be exercised to displace vacation that has already been approved for other employees.

18.07 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling between June 15 and September 15, vacations requests must be made no later than April 15. The vacation schedule for this period shall be posted no later than May 15th. Notwithstanding Article 17.04, employees may only use seniority to cover a maximum period of two (2) continuous weeks between June 15 and September 15.

The Employer will make every reasonable effort to ensure that vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

Except in extraordinary circumstances, requests for vacation time other than during June 15th to September 15th, must be submitted in writing at least one (1) week prior to the posting of the schedule covering the vacation time requested.

18.08 Illness During Vacation

Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

18.09 Bereavement Leave During Vacation

Where an employee qualifies for Bereavement Leave during their period of vacation there shall be no deduction from vacation entitlement for such absence.

ARTICLE 19 - HOLIDAYS

19.01 Holidays

Twelve (12) paid holidays shall be granted, as follows:

New Years' Day	Labour Day
Heritage Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
Civic Holiday (1 st Monday in August)	

In addition to the above holidays, any additional holiday for which the Employer is funded that have been declared by the Federal or Provincial governments.

19.02 Holiday Pay

- (a) A Full-time Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to eight (8) hours at their regular hourly rate of pay subject to Article 19.03 or may bank the time subject to the lieu bank cap in Article 14.04.
- (b) A Part-time Employee who is not scheduled to work on the above holidays shall receive pro-rated holiday pay subject to Article 19.03 or may bank the time subject to the lieu bank cap in Article 14.04.
- (c) A Casual Employee who does not work on the above holidays shall receive pro-rated holiday pay subject to Article 19.03 or may bank the time subject to

the lieu bank cap in Article 14.04. The calculation for prorating will be based on hours worked in the previous twenty-eight (28) days immediately preceding the holiday, divided by twenty (20).

19.03 Qualification for Holiday Pay

Full-time and Part-time Employees shall only qualify for their above holiday pay if she worked their regular scheduled working day immediately preceding and immediately following the holiday. For the purposes of this Article, employees who are on jury duty, paid bereavement, paid union leave, paid sick leave or paid vacation will be entitled to the holiday.

Casual Employees shall only qualify for their above holiday pay if the Casual has worked a minimum of 12 shifts or 96 hours during the 30 days preceding the holiday and the Casual has worked the shifts accepted immediately preceding and immediately following the holiday.

19.04 Pay for Work on a Holiday

- (a) On a Holiday when the employee was not scheduled to work, but they are required to work, they shall receive time and one-half (1-1/2) for all hours worked on the holiday.
- (b) On a Holiday when an Employee is scheduled to work, they shall receive time and one-half (1½) for all hours worked on the holiday. In addition to the compensation for the hours worked on the holiday and subject to qualifying for holiday pay pursuant to Article 19.03, a Full-Time Employee shall be paid for eight (8) hours as holiday pay or may bank the hours in their lieu bank unless she has reached the lieu bank cap pursuant to Article 14.04.

Subject to qualifying for holiday pay pursuant to Article 19.03, Casual Employees and Part-time Employees who are scheduled to work on a holiday will have the option to bank or be paid out the pro-rated entitlement for the holiday pay subject to the cap on the lieu bank pursuant to Article 14.04.

19.05 Holiday Hours

For the purposes of this Article, the holiday shall be defined as 7:00 a.m. the day of the holiday to 6:59 a.m. the day following.

19.06 Christmas Day/ New Year's Day

Each Employee shall receive either Christmas Day or New Year's Day off on the actual day on an alternating basis.

This does not preclude an Employee from mutually agreeing to being scheduled to work on both Christmas Day and New Year's Day in a year or to the Employee being scheduled to be off on both if staffing coverage permits.

An Employee who is scheduled to be off for Christmas Day shall not be scheduled to work after 7 p.m. on Christmas Eve day. An Employee who is scheduled to be off on January 1st will not be scheduled to work after 7 p.m. on December 31st.

This Article in not applicable to Casual Employees

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Rates of Pay

Employees shall be paid on a bi-weekly basis in accordance with Appendix "A" attached hereto, and forming part of this Agreement.

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

20.03 A newly hired Casual Employee's Anniversary Date shall be the date first worked as a Casual Employee. Casual Employees who have worked one thousand (1000) regular hours or more within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale.

Casual Employees who have worked less than one thousand (1000) regular hours within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale on the day when one thousand (1000) hours are achieved. This revised date shall become the Casual Employee's current Anniversary Date.

Casual Employees cannot advance more than one increment level in any twelve (12) month period.

Should a Casual Employee become a permanent employee, the new Anniversary Date shall be the date of appointment to the Full-time or Part-time position.

20.04 Temporary Assignments

- (a) When an employee is temporarily assigned by the Employer to perform work in a classification inside or outside the bargaining unit paying a higher rate, she shall receive 5% higher than their classification rate if the rate of the temporary position is higher.
- (b) When an employee is temporarily assigned by the Employer to a position paying a lower rate, their rate shall not be reduced. This does not apply to employees accepting available shifts of a classification paying a lower rate.

20.05 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 May 11, 2023, and shall be applicable to all hours worked, including overtime hours worked.

20.06 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 May 11, 2023, and shall be applicable for all hours worked, including overtime hours worked.

ARTICLE 21 - HEALTH AND SAFETY

21.01 Joint Occupational Health and Safety Committee

- (a) A Joint Occupational Health and Safety Committee ("JOHSC") shall be established composed of not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer. The JOHSC shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The chairperson shall alternate every other meeting between Union and management.

- (b) Both JOHSC chairpersons will be notified of each Employee accident and/or injury and may investigate same as soon as possible following the accident and/or injury. Recommendations of the co-chairperson shall be made to the JOHSC as soon as possible.
- (c) An employee who is a member of the JOHSC is entitled to such time off from work as is necessary to attend meetings of the JOHSC, to take any training prescribed by the regulations pursuant to the *Occupational Health and Safety Act* and to carry out the employee's functions as a member of the JOHSC, and such time off is deemed to be work time for which the employee shall be paid by the Employer at the applicable rate of pay.

21.02 Health and Safety - General

The Employer shall make reasonable provisions in respect of the safety and health of employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect employees from injury or health hazards shall be provided by the Employer and employees shall be required to use them. The Union and the Employer shall co-operate to the fullest extent possible towards the prevention of accidents and in promotion of safety and health of employees through the JOHSC.

21.03 The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved upon by the agreement of the JOHSC or negotiations with the Union.

21.04 No employee shall be disciplined for exercising their "Right to Refuse Work" under the Nova Scotia *Occupational Health and Safety Act*.

21.05 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 22 - BULLETIN BOARDS

22.01 The Employer shall provide a designated Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings.

ARTICLE 23 - DISCHARGE, SUSPENSION, DISCIPLINE AND RESIGNATION

23.01 Discipline, Suspension and Discharge

When an employee is discharged or suspended, the employee will be given the reason in the presence of a Steward. The employee and the Union shall be informed in writing within three (3) working days by the Employer of the reason for such dismissal or suspension.

Notwithstanding the foregoing, discipline will not be unreasonably delayed, if a Steward is not available the Employer will proceed with the discipline and the Steward will be notified as soon as reasonably possible.

The Employer shall provide the Union with a copy of all disciplinary correspondence given within 24 hours of the time the employee receives same.

23.02 Use of Disciplinary Record

The record of an employee shall not be used against them at any time after eighteen (18) months excluding resident abuse, following a suspension or disciplinary action, including letters of reprimand provided that no other disciplinary incidents occur prior to the end of that 18 month period. In the event that additional discipline occurs, the discipline will be removed when the employee has been without discipline for eighteen (18) months.

23.03 Notice of Resignation

Where possible, it is expected that an employee will give four (4) weeks written notice prior to resignation, unless mutually satisfactory arrangements are made otherwise.

23.04 Notice of Retirement

It is expected that an employee will give eight (8) weeks written notice prior to retirement, unless mutually satisfactory arrangements are made otherwise.

ARTICLE 24 - PERSONNEL FILES

24.01 Access to Personnel File

Upon request, and with at least 5 days notice, an employee shall be permitted to view their personnel file in the presence of management.

ARTICLE 25 – SUPPLEMENTAL BENEFITS

25.01 The Employer agrees to maintain a group insurance plan (which includes a health benefit plan, dental, LTD and life insurance) during the life of this Agreement for participation by all Full-time and Part-time Employees, subject to eligibility requirements. Participation by eligible Full-time and Part-time Employees is mandatory except as provided by the Plan.

The Employer shall pay sixty-five percent (65%) of the premiums of the health benefit plan and dental plan (excluding LTD and life insurance) and the employee shall pay thirty-five percent (35%) of the premium.

The premiums for LTD and life insurance shall be paid 50% by the Employer and 50% by the employee.

The premium of the AD& D, optional life insurance and critical illness benefit shall be paid 100% by the employee.

The Employer will notify the Employee that the Employee needs to arrange a time to meet with the Employer within the first week of a change in employment status to complete the necessary enrollment forms.

25.02 Where an employee commences an unpaid leave:

- (a) the Employer shall pay its share of the premiums for group insurance benefits for the balance of the month the leave commences; and
- (b) after the calendar month in which the leave commences, an employee may elect to continue group insurance coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premium payable with respect to the employee, and the Employer will remit the premium to the insurer. The employee will confirm, in writing, their intent to pay the full cost of the premiums. Failure on the part of the employee to submit payments by the date premium payments are due, shall result in cancellation of benefits.

ARTICLE 26- WORKERS' COMPENSATION

26.01 (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive

an increase in 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 shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSAHO Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank including any vacation credits existing at the time of the injury equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) This provision shall not apply to Casual Employees.
- (g) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 27 – PENSION

27.01 Provided that the NSHEPP Pension Plan continues to be available to this group of employees, the Employer agrees to maintain the NSAHO Pension Plan for all employees who meet the eligibility requirements of the plan. The Employer and the employees will make contributions in accordance with the requirements of the plan and will adhere to the terms and conditions of the plan.

A list of active participants in the Plan will be provided to the Union upon request.

ARTICLE 28 - CONTRACTING OUT

28.01 No bargaining unit members shall be terminated, laid off from employment, or have their hours of work reduced as a result of the Employer contracting out work.

ARTICLE 29 – TECHNOLOGICAL CHANGE

29.01 The Employer undertakes to notify the Union in advance of any technological changes which the Employer has decided to introduce which will impact on the Bargaining Unit.

ARTICLE 30 - NO STRIKE OR LOCKOUT

30.01 The Union agrees that there shall be no strike during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be defined in the *Trade Union Act*.

ARTICLE 31 - TERM OF AGREEMENT

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

(b) Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement provided that the Employer and the National CUPE Representative are made aware of discussions.

(c) Only the wage rates set out in Appendix "A" are retroactive and only employees on staff at the date of signing of this Agreement shall be entitled to retroactive pay (except in accordance with Article 31.02).

31.02 Retroactive Pay for Terminated Employees

An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages provided the employee requests the retroactivity of any increase in wages, in writing, within 30 days of the date of signing the Collective Agreement.

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

DATED this 25 day of July, 2023

FOR THE EMPLOYER:

FOR THE UNION:

Clivia Boudreau, DCC

Annette Boudreau

[Signature]

[Signature]

APPENDIX "A"

NOTE: All hourly rates are based on 2080 hours.

November 1, 2020 to October 31, 2023

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
Dietary Aide	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
Housekeeping / Laundry Worker	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
Long Term Care Assistant													

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
Medical Records	Start	\$17.5750	\$36,556	\$17.8386	\$37,104	\$18.1062	\$37,661	\$18.6494	\$38,791	\$18.7426	\$38,985
	After 1 year	\$17.9716	\$37,381	\$18.2414	\$37,942	\$18.5150	\$38,511	\$19.0705	\$39,667	\$19.1658	\$39,865
	After 2 years	\$18.3702	\$38,210	\$18.6459	\$38,783	\$18.9256	\$39,365	\$19.4934	\$40,546	\$19.5908	\$40,749
	After 3 years	\$18.7702	\$39,042	\$19.0515	\$39,627	\$19.3373	\$40,222	\$19.9174	\$41,428	\$20.0170	\$41,635
	After 4 years	\$19.1663	\$39,866	\$19.4538	\$40,464	\$19.7456	\$41,071	\$20.3379	\$42,303	\$20.4396	\$42,514
Activity Worker	Probationary Rate	\$19.6541	\$40,881	\$19.9489	\$41,494	\$20.2482	\$42,116	\$20.8556	\$43,380	\$20.9599	\$43,597
	Regular Rate	\$19.9882	\$41,576	\$20.2881	\$42,199	\$20.5924	\$42,832	\$21.2102	\$44,117	\$21.3163	\$44,338
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0295	\$43,741	\$21.3449	\$44,397	\$21.9852	\$45,729	\$22.0952	\$45,958
	Regular Rate	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739

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
CCA / PCW 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 "CCA/PCW without certification as per the MOA re: CCAs, signed March 22, 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 / CCA* (with certification)	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

Note 1: *CCAs who have not completed their certification will remain at the Start Rate for a CCA until they have obtained their certification. Effective February 10th the Uncertified CCAs would move to the Uncertified CCA Classification

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
Dietician	Probationary Rate	\$28.9625	\$60,242	\$29.3972	\$61,146	\$29.8381	\$62,063	\$30.7333	\$63,925	\$30.8869	\$64,245
	Regular Rate	\$30.2135	\$62,844	\$30.6665	\$63,786	\$31.1265	\$64,743	\$32.0603	\$66,686	\$32.2206	\$67,019
	After 1 year	\$32.7173	\$68,052	\$33.2081	\$69,073	\$33.7062	\$70,109	\$34.7174	\$72,212	\$34.8910	\$72,573
	After 2 years	\$33.9688	\$70,655	\$34.4784	\$71,715	\$34.9955	\$72,791	\$36.0454	\$74,974	\$36.2256	\$75,349
	After 3 years	\$35.3331	\$73,493	\$35.8633	\$74,596	\$36.4012	\$75,715	\$37.4933	\$77,986	\$37.6808	\$78,376
	After 4 years	\$36.6986	\$76,333	\$37.2491	\$77,478	\$37.8078	\$78,640	\$38.9421	\$81,000	\$39.1368	\$81,405
	After 5 years	\$38.1779	\$79,410	\$38.7506	\$80,601	\$39.3319	\$81,810	\$40.5118	\$84,265	\$40.7144	\$84,686

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
Maintenance I	Probationary Rate	\$20.7225	\$43,097	\$21.0306	\$43,744	\$21.3460	\$44,400	\$21.9864	\$45,732	\$22.0964	\$45,960
	Regular Rate	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
Maintenance Supervisor	Probationary Rate	\$25.5752	\$53,196	\$25.9588	\$53,994	\$26.3482	\$54,804	\$27.1386	\$56,448	\$27.2743	\$56,731
	Regular Rate	\$26.0100	\$54,101	\$26.4001	\$54,912	\$26.7961	\$55,736	\$27.6000	\$57,408	\$27.7380	\$57,695

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
Physio Assistant (with PCW/CCA course)	Probationary Rate	\$19.8231	\$41,232	\$20.1202	\$41,850	\$20.4220	\$42,478	\$21.0347	\$43,752	\$21.1398	\$43,971
	Regular Rate	\$20.1602	\$41,933	\$20.4627	\$42,562	\$20.7697	\$43,201	\$21.3928	\$44,497	\$21.4997	\$44,719
Physio Assistant (Diploma) (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
Lab Assistant	Start	\$20.3829	\$42,398	\$20.6893	\$43,034	\$20.9996	\$43,679	\$21.6296	\$44,990	\$21.7377	\$45,214
	After 1 year	\$21.0134	\$43,707	\$21.3280	\$44,362	\$21.6479	\$45,028	\$22.2974	\$46,379	\$22.4089	\$46,610
	After 2 years	\$21.7056	\$45,148	\$22.0311	\$45,825	\$22.3616	\$46,512	\$23.0324	\$47,907	\$23.1476	\$48,147
	After 3 years	\$22.3983	\$46,588	\$22.7342	\$47,287	\$23.0752	\$47,997	\$23.7675	\$49,436	\$23.8863	\$49,684
	After 4 years	\$23.0909	\$48,029	\$23.4373	\$48,750	\$23.7889	\$49,481	\$24.5026	\$50,965	\$24.6251	\$51,220
X-ray Tech	Start	\$27.1059	\$56,380	\$27.5125	\$57,226	\$27.9252	\$58,084	\$28.7630	\$59,827	\$28.9068	\$60,126
Lab Tech	After 1 year	\$27.7312	\$57,680	\$28.1469	\$58,546	\$28.5691	\$59,424	\$29.4261	\$61,206	\$29.5733	\$61,512
	After 2 years	\$29.1296	\$60,590	\$29.5665	\$61,498	\$30.0100	\$62,421	\$30.9103	\$64,293	\$31.0649	\$64,615
	After 3 years	\$29.9477	\$62,291	\$30.3969	\$63,226	\$30.8529	\$64,174	\$31.7784	\$66,099	\$31.9373	\$66,430
	After 4 years	\$31.9929	\$66,545	\$32.4729	\$67,544	\$32.9600	\$68,557	\$33.9488	\$70,613	\$34.1185	\$70,966
	After 5 years	\$33.0032	\$68,647	\$33.4982	\$69,676	\$34.0006	\$70,721	\$35.0207	\$72,843	\$35.1958	\$73,207

MEMORANDUM OF AGREEMENT

(Lab Tech Team Leader)

Whereas the current incumbent, Chrissy DeRoache is employed as a Lab Technologist and does perform the functions of a Team Leader and in addition to performing the regular duties of her classification, is expected to assist management to coordinate the operation of the department(s), schedule the activities of others within an assigned department; act as a resource person and leader for those staff members and address client/customer service issues. Other responsibilities may include training and administrative duties as assigned.

The parties are agreed:

Chrissy DeRoache will be appointed a Team Leader and shall receive a regular pay supplemental premium for the hours worked in such an assignment. The pay shall be calculated by referring to the Employee's base annual pay rate (excluding overtime) and adding an annual rate supplement of \$2,000.

MEMORANDUM OF AGREEMENT

(Retirement Allowance)

Whereas the facility of St. Anne's Community and Nursing Centre provides acute care services in the community, the Employer will provide the retirement allowance formula available in the current Acute Care CUPE Collective Agreement with GASHA to Full-time and Part-time Employees who retire in accordance with the terms and conditions of the retirement allowance for the duration of this Collective Agreement.

Public Services Sustainability (2015) Act

- (a) Notwithstanding the above memorandum, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.
- (b) Employees will have the option to obtain an early payout of their Retirement Allowance accrued up to March 31, 2015, or receive payout on death or retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015. If employees receive an early payout, the salary used to calculate the amount of the Retirement Allowance shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the employee is receiving at retirement or death. Employees who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

MEMORANDUM OF AGREEMENT

(Tool Allowance - Maintenance)

Provided that Mr. Ronnie Joyce remains employed full-time in the classification of maintenance supervisor, he will be entitled to an annual allowance of \$200 to compensate him for use of personal tools in the performance of his work. This is a taxable benefit.

MEMORANDUM OF AGREEMENT

(Employment of Students)

The parties agree that St. Anne Community and Nursing Care Centre may hire co-operative Nursing students. The student will be actively enrolled in a Baccalaureate Nursing Program or Practical Nursing Program and will work during his/her co-op program and will not replace any CUPE bargaining unit member. Co-op Nursing students will not be in the bargaining unit.

St. Anne Community and Nursing Care Centre may apply for a federal or provincial summer student grant. If successful, the Summer Grant student will be employment in accordance with the terms of the grant. The Summer Grant student will not replace any CUPE bargaining unit member. Summer Grant students will not be in the bargaining unit.

In the event that a student has completed his/her co-op program or completed his/her grant and is seeking to work as a Casual, the student may be hired and if they are hired will be a Casual under this collective agreement and all terms and conditions applicable to a Casual will apply.

The Union will be notified in writing if a former co-operative or summer student is hired as a Casual.

MEMORANDUM OF AGREEMENT

(Boot Allowance - Maintenance)

Employer will reimburse permanent workers in the Maintenance up to \$125.00 per fiscal year to purchase a pair of safety boots. Receipts must be submitted for reimbursement by April 1st of each year.

If requested by the employee, the employee can defer one year and be reimbursed for up to \$250.00 but will not be entitled to resubmit for a two-year period. Receipts must be submitted for reimbursement by April 1st of the year.

It is expected by all parties that Maintenance will wear safety boots for all safety-sensitive maintenance work, including but not limited to lawn mowing

MEMORANDUM OF AGREEMENT

(Long-Term Care Assistant- Classification)

WHEREAS the Parties have recognized that there are workload pressures on the workforce in Long-Term Care Facilities in Nova Scotia;

AND WHEREAS the Employer has decided to add Long-Term Care Assistant (LTCA) positions as a measure to mitigate the strain and pressures on its workforce;

AND WHEREAS the Employer acknowledges that these LTCA positions are bargaining unit positions, and that Canadian Union of Public Employees is the certified bargaining agent;

AND WHEREAS the Parties have agreed to the rate of compensation applicable to the LTCA classification;

NOW THEREFORE, the Parties agree as follows:

1. The LTCA classification was added with the following pay rates for October 31, 2020:
 - a) The probationary rate shall be \$16.41/hour; and
 - b) The regular rate shall be \$16.69/hour.

The LTCA classification will be added to Appendix A this round and will be compensated according to the negotiated increases.

2. The Employer does not intend to hire LTCAs on a permanent basis, nor as a replacement for or in lieu of any vacant Continuing Care Assistant ("CCA") positions. The addition of LTCA positions by the Employer has been for the purpose of supporting the work of the bargaining unit generally, and to address workload pressures arising from additional work related to COVID-19 and mitigating risks related to COVID-19 in long-term care.
3. The Employer may assign the LTCA position job duties as outlined in the LTCA job description. In no event shall the LTCA position be required to provide personal care to residents.
4. Nothing in this MOA shall be deemed to impose an obligation on the Employer to hire LTCA positions on a permanent or temporary basis in future. The LTCA positions can be cancelled at any time at the sole discretion of the Employer or at any time if approval for use of the positions from the Department of Health and Wellness ceases.

MEMORANDUM OF AGREEMENT

(Diversity, Equity and Inclusion in the Workplace Committee)

In order to help achieve the goals of diversity, equity and inclusion 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 of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of 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 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 preventing 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 in the workplace.The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

