

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**SHOREHAM VILLAGE SENIOR CITIZENS ASSOCIATION, in the  
Municipality of the District of Chester, Province of Nova Scotia  
(the “Employer”)**

**.and .**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3454  
(the “Union”)**

**Effective: November 1, 2020- October 31, 2023**

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## **ARTICLE 1 - PREAMBLE AND DEFINITIONS**

1.01 Both parties to this Agreement recognize that:

- (a) the common object of the Employer and employees is the rendering of the highest standard of care possible to the residents of the Home within the bounds of resources available;
- (b) every employee is a very important member of a team concerned with providing a comfortable, happy home for our residents;
- (c) they have a common purpose to promote and maintain harmonious relationships between the Employer and the employees;
- (d) an important aspect of their relationship is the periodic negotiation of a collective agreement and the processing of grievances as set out in that agreement.

1.02 For the purpose of this Agreement:

- (a) **“Casual employee”** means one who is employed on an occasional but non-regularly scheduled basis. Casual employees are employed to replace regular full-time and/or regular part-time employees who are absent from work due to illness or accident, vacation, bereavement leave, statutory holidays, or in cases of emergencies or other unforeseen circumstances. A casual employee is not a member of the bargaining unit and is not covered by this Collective Agreement;
- (b) **“Employee”** means an employee employed by the Employer in the bargaining unit described in L.R.B. Order No. 3611;
- (c) **“Regular full-time employee”** means an employee who is hired for an indefinite term and who is normally scheduled to work 80 hours per bi-weekly pay period.
- (d) **“Regular part-time employee”** means an employee who is hired for an indefinite term and who is regularly scheduled to work less than 80 hours per bi-weekly pay period.
- (e) **“Temporary employee”** means one who is employed for a designated period in excess often (10) consecutive working days. This Collective Agreement does not apply to temporary employees while they are in the temporary assignment.

- (f) **“Day”** for the purposes of this Collective Agreement, day shall be interpreted to exclude Saturdays, Sundays or holidays, except where specified otherwise.
- (g) **“Additional Shifts”** means shifts which become available before posting of the schedule.
- (h) **“Relief Shifts”** means shifts which become available after posting of the schedule.

1.03 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular, and vice-versa as the context may require.

## **ARTICLE 2 - MANagements RIGHTS**

2.01 The Union recognizes and acknowledges that the Employer retains, solely and exclusively, all rights to manage the Home and to direct its working forces except to the extent that such rights are expressly abridged by the specific articles of this Agreement.

## **ARTICLE 3 - RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees, Local 3454 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all regular full-time and regular part-time employees of the Employer in Chester, Nova Scotia, but excluding Registered Nurses, Office Assistant, Staffing and Administrative Officer and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.

3.02 There can be no written or verbal agreements between an individual employee or group of employees and the Employer which conflicts with the terms of this Agreement.

3.03 This Agreement applies to only full-time and regular part-time employees, except that regular part-time employees will receive benefits on a pro rata basis (compared to the eighty (80) hours worked by full-time employees per bi-weekly pay period) except where otherwise specified.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination with respect to employees covered by this Collective Agreement by reason of age; race; colour; religion; creed; sex; sexual orientation; physical or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; or, political belief, affiliation or activity, unless there is a bona fide occupational requirement, or by reason of any employee's membership in a Union.
- 4.02 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 15- Job Posting.

## **ARTICLE 5 - UNION SECURITY AND ACTIVITIES**

- 5.01 All employees in the bargaining unit, as a condition of employment, shall become and remain members of the Union. All future employees in the bargaining unit shall, as a condition of employment, become and remain members of the Union upon successful completion of their probationary period.
- 5.02 It is agreed that the Union and the employees will not engage in Union activities during working hours except during scheduled coffee and lunch breaks (provided such activities during these breaks do not interfere with the operations of the Home) and will not hold meetings at any time on the premises of the Employer.
- 5.03 No employee currently employed in the bargaining unit shall be terminated, laid off or have their regular hours of work reduced as a result of the Employer contracting out work.

## **ARTICLE 6 - CHECKOFF OF UNION DUES**

6.01 The Employer shall deduct on a bi-weekly basis from each employee's wages all dues, initiation fees, or assessments levied by the Union on its members. Dues, initiation fees or assessments shall not be deducted from casual, temporary or newly-hired probationary employees.

6.02 (a) Monies deducted from wages pursuant to Article 6.01 shall be deducted from every payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a list of names from whose earnings the deductions have been made. The Employer shall be notified, in writing, by the Secretary-Treasurer of the amounts for the deductions referred to in Article 6.01.

(b) 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 31<sup>st</sup> 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.

6.03 At the same time that income tax (T-4 slips) are made available, the Employer shall type on the slip the amount of Union dues paid by each employee in the previous year.

6.04 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this article.

6.05 The Union's Recording Secretary shall be notified in writing of all appointments, layoffs, recalls, and terminations of employment (whether by Employer or employee) for positions within the bargaining unit.

## **ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

7.01 The Employer shall acquaint new employees with the fact that a Collective Agreement is in force and with the conditions of employment set out in Articles 5 and 6. The Employer agrees to provide each new employee with a copy of the Collective Agreement upon request and to briefly describe the health benefits available to her. The Employer further agrees to provide printed copies of the Agreement to the Union executive officers in addition to making a hard copy available in the break room and at every nursing station and every department of the nursing home. The Employer shall also make accessible an electronic version via computer which employees will have access to on the Employer's premises.

Upon hire into a bargaining unit position, the President or designate of the Union shall be given an opportunity to interview each new bargaining unit employee within regular working hours, without loss of pay, for a maximum of twenty (20) minutes for the purpose of acquainting the new employee(s) with the benefits and duties of union membership and with the Collective Agreement.

## **ARTICLE 8 - CORRESPONDENCE**

8.01 All official correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Employer's CEO or his designate and the Local President or her designate.

8.02 All such correspondence shall be hand delivered or sent by regular mail.

## **ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE**

9.01 The Employer and the Union shall establish a Labour-Management Committee made up of not more than three (3) representatives appointed by the Union (where possible, one employee of Shoreham Village from each of the Resident Care, Food and Nutrition Services, and Environmental Services Departments) and three (3) representatives appointed by the Employer. An Employer and a Union representative shall be designated as joint chairperson and shall alternate in chairing the meetings.

9.02 The Committee shall attempt to foster good communication and effective working relationships between the parties and a spirit of co-operation and goodwill within the Home. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall not have the power to add to, modify, or

amend this Agreement.

- 9.03 The Committee shall meet as mutually agreed but at least every three (3) months. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) days prior to the meeting. Employees on duty at the time of such a meeting shall not lose any pay while attending. It is agreed that the Labour Management Committee meetings shall not last longer than one (1) hour.
- 9.04 Minutes of each meeting of the Committee shall be prepared by the Employer and shall be distributed to the members of the Committee within two weeks.

## **ARTICLE 10 - UNION REPRESENTATION**

- 10.01 (a) The Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union, where possible with at least one from each of the Resident Care, Food and Nutrition Services, and Environmental Services Departments. The Union shall advise the Employer of the Union nominees to the Committee prior to the commencement of negotiations. Committee members will be paid for any scheduled shifts lost in order to attend at bargaining. It shall be the responsibility of the Employer to replace bargaining committee members for bargaining dates.
- (b) The Employer shall arrange facilities for collective bargaining. Such facilities shall be separate from the Employer's place of business. The Employer shall pay the cost of such facilities and upon presentation of a receipt from the facility, the Union shall reimburse to the Employer 50% of any cost incurred by the Employer in the rental of such facility.
- 10.02 The Union shall not be prevented by the Employer from having the assistance of a representative from the Canadian Union of Public Employees when meeting with the Employer during collective bargaining or as required in the grievance procedure. The C.U.P.E. representative will be given access to Employer's premises for grievance meetings at Step 3 of the grievance procedure only and with prior notice to the Employer.
- 10.03 The Employer acknowledges the right of the Union to elect or otherwise appoint Officers and Stewards. There shall be a maximum of three Stewards, one of whom will be designated the Chief Steward. There shall be one Steward from each department where possible and for the purposes of this Article, the Recreation staff shall be considered to be part of the Dietary Department. The names of the Union's Officers and Stewards and their terms in office shall be

given to the Employer in writing. The Employer shall be immediately advised of any changes to the list of Officers and Stewards. The Employer shall not be required to recognize the Union's Officers or Stewards until having been notified in accordance with this Article. The Employer agrees to provide the Union with a list of its Department Managers and Registered Nurses.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

11.01 Any matter may be the subject of a grievance when it is a dispute arising between the Employer, any employee(s) or the Union regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable.

11.02 Employee or group grievances shall be processed in the following manner:

### Step 1

The aggrieved employee, accompanied by a Union Steward, if the employee wishes, shall discuss the matter complained of with the employee's Department Manager or designate within three days from when the employee became aware or ought normally to have been aware of the initial incident giving rise to the grievance. The Department Manager shall respond, in writing, to the employee within three (3) days of discussing the matter.

### Step 2

The aggrieved employee, accompanied by a Union Steward, shall submit the grievance in writing to her Department Manager or designate. The grievance must be submitted within ten (10) days from when the employee became aware or ought normally to have been aware of the initial incident giving rise to the grievance. The grievance should bear the signature of the employee(s) and should state the section(s) of the Agreement in question and any relief sought. The Department Manager shall reply in writing to the grievance within five (5) days from the date upon which it was received.

### Step 3

Failing a satisfactory settlement within ten (10) days after the dispute was submitted under Step 2, the grievance shall be submitted in writing to the CEO or designate.

Within ten (10) days of receipt of the grievance, the CEO or designate shall arrange and hold a meeting with the employee(s) concerned and her Union representative and any non-bargaining unit persons whom the CEO or designate considers appropriate to discuss the grievance.

Within ten (10) days of that meeting, the CEO shall reply in writing to the grievance.

#### Step 4

Failing satisfactory settlement within twenty (20) days after the dispute was submitted under Step 3, the Union may refer the grievance to arbitration pursuant to Article 12.

- 11.03 Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation) by one or the other party directly to the CEO or the Union President as the case may be within ten (10) days of the event giving rise to the grievance. If no satisfactory settlement is reached within fifteen (15) days following receipt of the grievance, it may be submitted by the grieving party to arbitration pursuant to Article 12.
- 11.04 Any of the time limits in this Article may be extended by mutual agreement in writing between the parties.
- 11.05 For the purposes of this Article, the Union Grievance Committee shall be composed of the President, Secretary plus the Steward directly involved with the grievance and/or the Chief Steward.
- 11.06 It is understood that each Grievance Committee member has her regular work to perform on behalf of the Employer. Notwithstanding this, if it is necessary to process a grievance during working hours, a Grievance Committee member will do so as expeditiously as possible and will not leave their jobs without giving an explanation for leaving and obtaining the appropriate permission from the Department Manager which permission shall not be unreasonably withheld. The Grievance Committee member shall report back to her Department Manager upon returning to the normal duties of her position. Grievance Committee members who are required to attend grievance meetings shall not suffer any loss of pay as a result of attending a grievance meeting held as part of the grievance procedure.
- 11.07 The Employer shall supply the necessary facilities for the grievance meetings.

## **ARTICLE 12 - ARBITRATION**

12.01 Either party may refer a grievance to a Sole Arbitrator. Such referral shall be by mutual consent as follows.

The Union or Employer, as the case may be, must state its preference for a Sole Arbitrator within fifteen (15) days of the date of the reply in the last step of the grievance procedure, and such notice will be given by registered mail, personal delivery or fax. Within ten (10) days thereafter, the other party shall answer by registered mail, personal delivery or fax, indicating whether it agrees to the appointment of a Sole Arbitrator. The parties will then have ten (10) days to agree on the identity of the Sole Arbitrator. If the parties agree to the appointment of a Sole Arbitrator, that Sole Arbitrator shall hear and determine the grievance. Should the parties fail to agree upon the Arbitrator, the Arbitrator shall be appointed by the Minister of Labour of the Province of Nova Scotia. The decision of the Arbitrator shall be binding on both parties.

12.02 The Sole Arbitrator once constituted shall rule on the grievance and render its decision as expeditiously as possible but in any event no later than one (1) month from the date of the conclusion of the arbitration hearing or with such longer time as may be mutually agreed upon by the parties.

12.03 The decision of the Sole Arbitrator shall be final, binding and enforceable on all parties.

12.04 The Sole Arbitrator shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.

12.05 Each of the parties to the grievance shall pay one-half (1/2) of the fees and expenses of the sole arbitrator.

12.06 The time limits in Article 12.01 may be extended by mutual agreement of the parties in writing.

12.07 Notice pursuant to Article 12.01 may be given by fax transmission at the following fax numbers:

CUPE, Local 3454:	(902) 455-5915
Shoreham Village:	(902) 275-2586

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

13.01 A newly-hired employee shall be on probation for a period of four hundred and

eighty (480) hours worked from her date of hire as a regular full-time or regular part-time employee. The Employer may terminate a probationary employee if the Employer determines the employee is not competent or suitable for the position for which she was hired. A probationary employee shall have no seniority rights during a probationary period. However, at the conclusion of the employee's probationary period, her seniority will revert back to her date of hire as a bargaining unit employee.

- 13.02 The Employer reserves the right to discipline, suspend or discharge employees for just cause. The burden of proving that such disciplinary action was for just cause rests with the Employer.
- 13.03 (a) In the event that the Employer disciplines an employee, the employee shall be notified in writing of the disciplinary decision.
- (b) Any letter of adverse reports in an employee's file shall not be used against her after twenty-four (24) months from the event giving rise to the entry in the employee's file, provided there is no reoccurrence of a similar nature during the twenty-four (24) month period.
- 13.04 Grievances filed by employees who have been dismissed may by-pass Steps 1 and 2 of the grievance procedure and be filed at Step 3 within seven (7) days of the dismissal.
- 13.05 An employee may make an appointment with her Department Manager to review the contents of her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the employee's personnel file.
- 13.06 Demotion shall not be used as a disciplinary measure.

#### **ARTICLE 14 - SENIORITY**

- 14.01 Seniority is defined as an employee's date of hire in the bargaining unit and shall include service with the Employer before the date of certification. A current employee shall have her/his seniority date appearing on the annual seniority list and new employees shall have seniority as of the date of her/his hire in the bargaining unit.
- 14.02 Seniority shall operate on a bargaining unit-wide basis.
- 14.03 The Employer shall maintain a seniority list. Where two or more employees have the same seniority, their order on the seniority list shall be determined in

accordance with the date of their respective applications for employment. An up-to-date seniority list shall be provided to the Union and posted in January of each year. Once the seniority list is posted, employees will have a 30-calendar day period to submit proof of any error(s) to the Employer with respect to their seniority over the previous 12-month period only.

14.04 An employee shall only lose her seniority in the event:

- (a) she retires or she resigns and does not withdraw her resignation within two (2) days;
- (b) she is discharged for just cause and not reinstated;
- (c) she is laid off for a period of more than two (2) years in which case she is deemed to be terminated;
- (d) she is absent from work for a period of more than five (5) consecutive scheduled work days without securing leave of absence from the Employer when it was possible for the employee to secure such leave in which case she is deemed to be terminated;
- (e) she fails to return to work within seven (7) days after recall notice is given to her personally or by registered mail or telegram to her last address on file with the Employer in which case she is deemed to be terminated. It shall be a condition of possible future recall that all employees keep the Employer informed of their current mailing address and telephone number; and
- (f) she fails to return to work following an approved leave of absence on the day set out when the leave was granted, unless it was not humanly possible to return in which case she is deemed to be terminated.

14.05 No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority up to the date of leaving the unit. In the event that the employee is unsatisfactory in the new position at any time during a trial period of up to three hundred and sixty (360) hours worked or if the employee finds herself unable to perform the duties of her new position, she shall be returned or may return herself to the bargaining unit where she shall be placed in her former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to her former position and wage rate, without loss of seniority. The Union shall not grieve any transfers necessary to facilitate this return.

## **ARTICLE 15 - JOB POSTING**

### Permanent Positions

- 15.01 When the Employer decides a permanent vacancy or a new permanent position is to be filled within the bargaining unit, the Employer shall notify the Union in writing and shall post notice of the position electronically on the Hub for one week, excluding Saturdays, Sundays and holidays. Any applicant from within the bargaining unit must make written application within the one-week posting period. The Union shall have the ability to print the job postings off at the workplace and post them on the Union Bulletin Board.
- 15.02 The notice shall contain the following information: nature of the vacant or new position, FTE status, required qualifications, and salary.
- 15.03 The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made. Such temporary appointments to permanent vacancies shall not exceed three (3) months.
- 15.04 In filling a permanent vacancy in an existing or new position, the past performance, qualifications, and ability to immediately perform the work in question shall be the primary and governing considerations for the Employer; provided, however, that where all of these factors are equal, seniority will govern.
- 15.05 The Employer shall not be prohibited from advertising for persons outside the bargaining unit for positions within the bargaining unit provided that first consideration shall be given to employees within the bargaining unit who apply for such vacancies or new positions. No application received from outside advertisements for any permanent vacancy or new permanent position shall be processed until the applications of present employees have been processed.
- 15.06 A successful applicant from the bargaining unit shall be on a trial period of 360 hours worked. Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if such employee is unable to perform the duties of the new job, she shall be returned to her former position without loss in pay or seniority. Any other employee promoted or transferred because of any rearrangement of positions within the bargaining unit shall be returned to her former position without loss in pay or seniority.
- 15.07 Within thirty (30) calendar days of the date upon which the notice of vacancy or new position is posted under Article 15.01, the name of the successful applicant shall be posted on bulletin board(s).

### Temporary Positions

- 15.08 The Employer agrees to post all temporary vacancies within the bargaining unit which are expected to be more than two months in duration. Temporary vacancies of more than two months' duration will be awarded to the most senior qualified employee.
- 15.09 An employee interested in the posted temporary vacancy or any possible resulting vacancy (ies) must apply for the temporary vacancy. The Employer will not be required to post for a resulting vacancy (ies).

#### **ARTICLE 16 - LAYOFF AND RECALL**

- 16.01 Where the Employer decides that a layoff(s) is necessary, it will provide employee(s) to be affected and the Union with as much advance notice of the layoff(s) as reasonably practical but in any event not less than one week's notice of the layoff(s). If the employee has not had the opportunity to work during the one-week notice period, she shall be paid for the days for which work was not made available to her during that period.
- 16.02 Both parties recognize that job security shall increase in relation to length of service. In the event of layoffs, employees shall be laid off in reverse order of their seniority providing the senior employees are, in the Employer's judgement, immediately able to perform the remaining work.
- 16.03 Employees shall be recalled in order of their seniority, provided they are, in the Employer's judgement, immediately able to perform the work.
- 16.04 No new employees shall be hired to fill a permanent position until those laid off who have seniority have been given the opportunity for recall, provided they are, in the Employer's judgement, immediately able to perform the work.

#### **ARTICLE 17 – RESIGNATION AND RETIREMENT**

- 17.01 Two (2) weeks' written notice shall be given regarding resignation of employment of an employee, unless mutually satisfactory arrangements are made otherwise. Three (3) months advance written notice of retirement is required to be given by an employee.

#### **ARTICLE 18 - HOURS OF WORK**

- 18.01 The normal hours of work for a regular full-time employee shall be eighty (80)

hours per bi-weekly pay period.

- 18.02 (a) Each employee working an eight (8) hour shift shall be entitled to one (1) thirty (30) minute and two (2) fifteen (15) minute paid breaks as scheduled by the Employer.
- (b) Each employee working a shift of four (4) hours shall be entitled to one (1) fifteen (15) minute paid break as scheduled by the Employer.
- (c) Each employee working a shift of more than four (4) hours but less than eight (8) hours shall be entitled to two (2) fifteen (15) minutes paid breaks as scheduled by the Employer.
- (d) Breaks within each shift may be taken together where the operation of the department permits, but breaks may not be accumulated if not taken.
- 18.03 (a) The Employer agrees to post work schedules two (2) weeks in advance of the month to be worked. Notwithstanding the foregoing, the Employer also agrees to post summer (July and August inclusive) schedules by the 15th of June. Once a schedule is posted, an employee's scheduled shifts shall not be changed without the knowledge of that employee.
- (b) The scheduling of shifts shall be subject to the operational requirements of the Employer; however, the Employer agrees to provide the Union and any affected employees with one week's notice of any changes in the scheduling of shifts. Where the Employer requires that shift changes will be made for bona fide operational requirements and current employees may be effected by such changes the Employer agrees to offer any new proposed shift to employees in order of their bargaining unit seniority. If no employees accept the new shift then the Employer may assign the appropriate number of junior employees to the shift as required for the Employer to meet operational needs.
- (c) Where special circumstances arise and two employees in the same classification wish to switch one of their scheduled shifts with each other, they may submit a joint request in writing on the designated form to their Department Manager or Supervisor and the request would normally be allowed if:
- (i) The request has been made sufficiently in advance to avoid any operational difficulties; and
- (ii) The two shifts being exchanged both fall within the same pay period, or within two (2) adjacent pay periods. An exchange of

shifts under this Article will not entitle an employee to over-time pay pursuant to Article 19.

- 18.04 The Employer shall make a reasonable effort to ensure that regular full-time employees have sixteen (16) hours off between shifts. The Union recognizes that shift rotations may periodically require shorter timeframes between shifts.
- 18.05 When scheduling days off for regular full-time employees, the Employer shall make a reasonable effort to ensure that each regular full-time employee receives two (2) consecutive days off where the operational requirements of the department permit.
- 18.06 (a) All part-time employees shall indicate to the Employer in writing whether or not the employee is interested in the assignment of Additional Shifts beyond her or his designation as a percentage of full-time hours and their availability for such work. Only when the Part-Time Employee has expressed an interest, may she be assigned to Additional Shifts. Additional shifts which become available before the posting of the schedule will be assigned to part-time employees in order of seniority except where there are no available part-time employees in which case Casuals will be assigned such shifts.
- (b) All part-time employees shall indicate to the Employer in writing whether or not the employee is interested in being offered Relief shifts that become available after the posting of the schedule. Relief Shifts will be offered to Part-time employees in order of seniority except where there are no available Part-time employees in which case Casual employees will be offered such shifts.
- (c) A Part-Time Employee is permitted to submit revised availability in writing indicating availability on April 1<sup>st</sup> for (June 1st to September 30) and August 1 for (October 1 to January 31) and December 1 for (February 1 to May 31). A Part-Time employee may submit in writing to their manager revised availability outside of the above time periods. The employee shall first discuss the reasons for such a change in availability with their manager. Such revised requests will come into effect for the next applicable posted schedule.
- (d) Part-time employees shall not be assigned to work Additional or Relief Shifts that would result in the employee working more than eighty (80) hours in any two-week pay period or working consecutively more than an eight (8) hour or longer scheduled shift.

- (e) Part-time employees shall not be eligible for overtime compensation or call back premiums for Additional or Relief Shifts worked, except when the hours worked is more than eighty (80) hours in any two-week pay period or the employee is working consecutively more than an eight (8) hour or longer scheduled shift.

18.07 Should an employee be scheduled to and arrive to accompany a resident to an appointment outside of her/his normal schedule, that Employee shall receive either a minimum of four (4) hours pay at their regular rate of pay or the actual hours worked at her/his regular rate of pay, whichever is greater.

18.08 Where relief shifts become available that are not agreed to be worked by either a part-time or casual employee, the Employer may offer the relief shifts to a full-time employee and, if offered, shall be to the senior qualified employee in the department.

18.09 Shift Premium

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 13, 2023 (date of ratification), and shall be applicable to all hours worked including overtime hours worked between 1800 and 0600 hours.

18.10 Weekend Premium

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 13, 2023 (date of ratification), and shall be applicable to all hours worked, including overtime hours worked between midnight Friday and midnight Sunday.

**ARTICLE 19 - OVERTIME**

19.01 Overtime is all time worked authorized in advance by the Department Manager or R.N. in charge (as the case may be) which results in the employee working more than eighty (80) hours in any two-week pay period or working consecutively more than an eight (8) hour or longer scheduled shift. Notwithstanding Article 18.08, in all cases of overtime, where the call-in list has been exhausted for employees not at work, overtime shall be offered in accordance with seniority by classification in the Department, without regard to whether an employee is at work or not.

19.02 An employee who has worked overtime shall be paid at the rate of one and one-half times her regular hourly rate for the actual overtime hours worked. An employee may take time off in lieu of pay for overtime worked at a mutually agreed time between the employee and the Employer. An employee may be permitted to continuously carry an accumulation of up to sixty (60) hours without

the requirement to schedule time off. Accumulated lieu time exceeding sixty (60) hours shall be paid out to the employee.

19.03 An employee who is “called back” to work (i.e. has left the Employer’s premises and is required to return to work for a period of time not immediately following or prior to her normal shift) shall receive the greater of:

- (a) four (4) hours pay at the employee’s regular rate; or
- (b) the overtime rate (i.e. one and one-half times) for the actual hours worked as a result of the callback.

19.04 If a regular full-time employee is “called back” to work on a holiday which they were not scheduled to work, they shall receive payment as set out in Article 19.03 and shall receive time off equivalent to the actual hours worked during the callback at a time mutually agreeable to the Employer and the employee.

19.05 Any employee who is required to work overtime shall be supplied with a meal at no expense to the employee provided the kitchen is open during the overtime shift.

19.06 The Employer is not required to offer any extra hours to an employee where those hours could result in an overtime payment.

19.07 Paid leave is time worked in calculating overtime entitlement.

## **ARTICLE 20 - HOLIDAYS**

20.01 (a) Employees may qualify for the following paid holidays:

New Year’s Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
July 1 <sup>st</sup>	Boxing Day
First Monday in August	Nova Scotia Heritage Day
Labour Day	

and any other day appointed by proclamation of the Governor General of Canada or the Lieutenant Governor of Nova Scotia.

(b) Christmas Day and New Year’s Day holidays will be given to employees alternately year to year. Each employee shall receive either Christmas

Day or New Year's Day off on the actual day of the holiday.

#### 20.02 Eligibility for Holidays

- (a) To be entitled to a paid holiday an employee must have worked her scheduled shift immediately before and immediately after the holiday. A scheduled shift includes an approved change to a previously scheduled shift.
- (b) Notwithstanding article (a), an employee who is on an unpaid leave of absence when the holiday occurs or has been on a unpaid leave of absence within the thirty (30) calendar days immediately before the holiday must work at least fifteen (15) of the thirty (30) calendar days immediately before the holiday and the employee's scheduled shift immediately before the holiday, to be entitled to a paid holiday. Unpaid leaves of absence include pregnancy and parental leave, leave under Article 23 of this Agreement or periods when the employee is receiving Workers' Compensation or Short Term Disability benefits.
- (c) For purposes of (a) and (b), an employee shall be deemed to have worked those shifts if she was entitled to receive pay from the Employer for those shifts or was on an approved leave from those shifts for union business.

20.03 If a regular full-time employee works on a holiday, she shall be paid one and one-half times (1½ x) her regular rate of pay for the hours actually worked on the holiday. The employee will also be entitled to receive either:

- (a) An extra eight (8) hours pay for the pay period in which the holiday was worked;

or

- (b) An eight (8)-hour day off with pay at a time mutually agreed between the employee and the Employer and taken within ninety (90) days after the holiday or the employee will be paid for the holiday. Any banked holidays shall not be taken during the black-out periods of July and August. However, the ninety (90) day time limit referred to in this section shall cease to run during the black-out period, and resume at the conclusion of the black-out period.

The employee must make this election in writing to her Department Manager or supervisor prior to the end of the pay period in which the holiday was worked. If nothing in writing is received from the employee within this period, it will be

presumed that she wishes to receive the extra eight (8) hours pay for the pay period in which the holiday was worked.

- 20.04 (a) If a regular full-time employee is scheduled off on a holiday, she will receive eight (8) hours straight time pay for that day. This only applies to regular full-time employees whose normal day(s) of rest do not coincide with the holiday.
- (b) If a holiday falls on a regular full-time employee's normal day(s) of rest, she shall receive either:
- (i) an extra eight (8) hours' pay for the pay period on which the holiday occurred; or
  - (ii) an eight (8)-hour day off with pay at a time mutually agreed upon between the employee and the Employer.

The employee must make her election in writing to her Department Manager or supervisor prior to the end of the pay period in which the holiday was worked. If nothing in writing is received from the employee within this pay period, it will be presumed that she wishes to receive the extra eight (8) hours' pay for the pay period in which the holiday occurred.

20.05 Part-time employees shall receive pro rated paid holidays as follows:

- (a)  $x 8 =$  the number of paid hours which the employee will receive for  
(b) the holiday if she is not required to work the holiday.

(a) = total number of hours paid by the Employer to the part-time employee in the two pay periods immediately preceding the holiday to a maximum of 160 hours.

(b) = 160 hours.

20.06 If a part-time employee works on a holiday, she shall be paid one and one-half times her regular rate of pay for the hours actually worked on the holiday. The employee will receive either:

- (a) Extra pay (at the regular rate) for the pay period in which the holiday was worked, equivalent to the amount she would have been paid for the holiday under Article 20.05; or
- (b) An eight (8) hour day off with pay as per Article 20.05 at a time mutually agreed between the employee and the Employer and taken within ninety

(90) days after the holiday or the employee will be paid for the holiday. Any banked holidays shall not be taken during the black-out periods of July and August. However, the ninety (90) day time limit referred to in this section shall cease to run during the black-out period, and resume at the conclusion of the black-out period.

The employee must make this election in writing to her Department Manager prior to the end of the pay period in which the holiday was worked. If nothing in writing is received from the employee within this period, it will be presumed that she wishes to receive the extra pay (as set out in (a) above) for the pay period in which the holiday was worked.

20.07 When a holiday falls within a period when an employee is on authorized sick leave or other authorized paid leave, a holiday is considered a holiday and no payment for any other type of leave will be made for that day. There shall be no pyramiding of any rates of pay or benefits under this Agreement.

20.08 If a paid holiday falls or is observed during an employee's vacation, the employee shall be permitted an additional vacation day with pay at a time mutually agreed between the employee and the Employer.

**ARTICLE 21 - VACATIONS**

21.01 (a) Regular full-time employees shall earn vacation leave as follows:

<u>Completed Yrs. of Service</u>	<u>Max. Annual Vacation Entitlement</u>
Less than 1 year	$\frac{\text{No. of Hours Paid}}{1872 \text{ (for 72-hr grandparented employees) or } 2080 \text{ (for regular 80-hr employees)}} \times 10 = \text{No. of paid 8-hour Vac. Days}$
1 year but less than 4 years	10 8-hour vacation days
4 years but less than 10 years	15 8-hour vacation days
10 years or more	20 8-hour vacation days
20 years or more	25 8-hour vacation days

For purposes of this article, service shall mean any time for which compensation is paid by this Employer only. Notwithstanding, service (for purposes of this article) shall also include up to a maximum of twenty-one

(21) eight (8) hour days each year during which the employee received short-term disability benefits.

Employees shall earn vacation leave in one year that they shall be entitled to take in the next year. For instance, in the year in which an employee attains four (4) years of service she shall be entitled to ten (10) eight (8) hour vacation days; it is only in the vacation year after the year in which she has completed four (4) years of service that she is eligible for fifteen (15) eight (8) hour vacation days.

The maximum vacation entitlement for the year is to be available to the employee but corresponding vacation pay shall be pro-rated according to the time for which compensation was paid in the previous year by this Employer only. For purposes of this article, compensation by this Employer shall include up to a maximum of twenty-one (21) days in the previous year during which the employee received short-term disability benefits.

- (b) Regular part-time employees shall earn vacation leave at the rate that full-time (80 hour) employees do, prorated according to the following formula:

$$\frac{\text{\# of hours paid}}{2080} \times \text{Maximum Annual Vac Ent}^* = \text{\# of paid 8 hr. vacation days}$$

\*i.e. 10, 15, 20, 25 days depending on the part-time employee's years of completed service.

21.02 The vacation year shall be January 1 of one year to December 31 of the same year. Vacation credits shall be earned in one vacation year and taken in the immediately following vacation year. Vacation not taken may not be carried over from vacation year to vacation year.

21.03 (a) Requests for summer vacations (June 15 to September 15, inclusive) must be submitted in writing by employees to their Department Manager by April 1<sup>st</sup>. During the period from June 15<sup>th</sup> to September 15<sup>th</sup>, preference for a period of up to two (2) complete weeks of unbroken vacation or any part of a week shall be given to employees with the greatest length of seniority. To exercise this preference, an employee need not pick consecutive weeks. During this period, vacation requests which are submitted after the April 1<sup>st</sup> deadline shall be considered before any requests for use of holiday or overtime banked time is considered. Approved summer vacation periods will be posted no later than the 15<sup>th</sup> of May. The proper operation of the Home will be considered in scheduling vacation periods and changes to same may be necessary to meet the

demands of the Home. The Employer will endeavour to give employees affected as much advance notice as possible of any change in their approved vacation period(s).

- (b) Requests for vacation must be submitted in writing by the employees to their Department Manager or designate at least two (2) weeks in advance of the period(s) requested. Employees who submit vacation requests after April 1 shall have vacation granted on a first come first serve basis subject to operational requirements. If a conflict exists between the requests of two or more employees which are received by the Employer on the same day, seniority shall govern.
- (c) No vacation shall be taken from December 15 to January 15 except by mutual agreement.

21.04 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be permitted an additional vacation day with pay at a time mutually agreed between the employee and the Employer.

21.05 A regular full-time employee shall receive her vacation pay on the last pay period preceding her vacation provided she gives two weeks' notice in writing to the Business Office.

## **ARTICLE 22 - SICK LEAVE**

22.01 Sick leave is available to provide protection for an employee from loss of earnings due to illness or injury for which compensation is not payable under the *Workers' Compensation Act*. Sick leave with pay is granted against accumulated credits during periods that an employee is absent from scheduled duty due to illness or injury as described above.

Scheduled duty includes any shift on the regular schedule or any extra shift that has been accepted more than forty-eight (48) hours in advance of the shift.

22.02 Employees who have completed their probationary periods shall earn sick leave credits as follows:

- (a) Regular full-time employees shall earn sick leave credits at the rate of two eight-hour days per month worked retroactive to their date of full-time employment, up to a maximum of 24 days.

- (b) Regular part-time employees shall earn sick leave credits at the rate of two eight-hour days per month worked retroactive to their date of part-time employment, up to a maximum of 24 days.

$$\frac{\text{Hours paid to part-time employee per month}}{\text{Maximum full-time hours per month}} \times 2 = \text{the number of 8-hour sick leave days earned per month.}$$
  
(i.e. based on an 80-hour employee's schedule)

- (c) Sick leave credits shall not accumulate during unpaid leaves of absence from the Employer. Unpaid leaves of absence shall be defined as in Article 23.02.
- (d) Where an employee reaches the maximum of 24 days, they will continue to accumulate credits at the rate provided in (a) and (b) above which will be placed in a bank for the employee's use in the event of a workplace injury for which WCB top-up is paid and where the sick leave credits in (a) or (b) are exhausted. This bank will allow a maximum of forty (40) days.

22.03 An employee is entitled to sick leave with pay provided the employee is unable to perform her duties in accordance with Article 22.01 and provided satisfactory medical certificates are presented to the Employer if requested in advance or when the employee calls in sick, and provided she has the necessary sick leave credits. If such medical certificate is not produced within one (1) week, the employee shall have no claim for pay in respect of his absence from work.

22.04 An employee is not entitled to receive sick leave when she is on vacation, holiday, a leave of absence, workers' compensation, and any other leaves specified in this Agreement.

22.05 Any unused sick leave benefits shall be cancelled on termination of employment.

22.06 Where an employee knows that she will not be able to attend work due to illness or injury, the employee must notify her Department Manager (or Registered Nurse in charge) as soon as possible but at least two (2) hours before the commencement of a scheduled shift.

22.07 Before reporting for duty after an absence of three scheduled work days due to illness or injury, an employee must notify her supervisor or Department Manager at least 24 hours before reporting for duty. Failure to do so will result in loss of pay.

22.08 Fraudulently applying for and obtaining sick leave shall be cause for discipline by the Employer.

- 22.09 If an employee has been off for less than one work day due to illness or injury, their sick leave will be deducted by the number of hours they were unable to work on that day, rounded to the nearest hour.
- 22.10 After the close of the fiscal year (April 1 - March 31), the Employer shall, in writing, advise the employees who are entitled to earn sick leave credits how many sick leave credits they each had at the end of the fiscal year.
- 22.11 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-replacement 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 his/her 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.

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, and existing Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 60/40% and Group Life 60/40%) 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.

An employee shall maintain her/his seniority while in receipt of Workers' Compensation benefits.

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.

An employee shall not accrue any other benefits while on Workers' Compensation.

An employee who participates in an ease back or return to work program following a period of WCB shall be paid his/her regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

- 22.12 An employee may be granted leave, debited against available sick leave credits, to engage in personal emergency medical or dental care or for specialist appointments which cannot be arranged outside the employee's scheduled shift or to attend to an employee's immediate family, as defined in Article 24.01 (a) & 24.02(a), who has become ill or disabled. The employee shall inform her Manager immediately upon becoming aware of the need for leave pursuant to this Article. The employee's Manager may require proof of the need for such leave. Total leave granted pursuant to the Article shall not exceed forty (40) hours in a calendar year for full time employees (pro-rated for part-time employees).

### **ARTICLE 23 - LEAVE OF ABSENCE**

- 23.01 Upon written application by the employee in advance, the Employer may grant a leave of absence to employees elected or appointed to represent the Union at conventions and/or Executive and Committee meetings of the Union, and its affiliated or chartered bodies. The leave shall be for a maximum of thirty five (35) days per calendar year for the bargaining unit. It shall be without pay. For the purpose of benefits, such time shall be deemed as time worked. Should operational requirements dictate, no more than two (2) employees shall be absent from one department at the same time. An applicant for leave will accommodate any conflicts with vacations already scheduled or short staffing caused by extended sickness or injury. Such leave shall not be unreasonably denied.
- 23.02 Subject to operational requirements, the Employer may grant a leave of absence for personal reasons without pay and benefits (vacation accumulation, sick leave and holidays) to any employee requesting such leave. Such request must be in writing and, where possible, made at least two (2) weeks in advance of their requested leave stating the length of the leave and the reason for such request.
- 23.03 Upon written notice by the employee three days in advance in the case of jury duty and with as much advance notice from the employee as possible in the case of a court Subpoena or Summons, the Employer shall grant leave of absence without loss benefits to employees who lose work time as a result of actual service as a juror in any court, or by Subpoena or Summons attend and testify as a witness in any proceeding held in or under the authority of a court to which the employees themselves are not a party. The Employer shall pay such employees

the difference between normal earnings for such lost time and the payment he/she receives for jury or witness duty. The employee will present proof of service and the amount of pay for jury or witness duty received. An employee released from jury or witness duty shall report to her Department Manager upon completion of such duty. If more than half the normal shift has elapsed, the employee will be deemed to have completed the normal hours and will not be required to report for work. If less than half the shift has elapsed, the Department Manager will determine if the employee must report to complete their normal shift.

- 23.04 Subject to operational requirements, and not to be unreasonably denied, the Employer may, upon written request in advance, grant a scheduled shift off to any union member for Union leave. An employee will receive wages and benefits for all scheduled work hours while on Union leave as confirmed by the Union through an advance payment for the wages and benefits. The Union's advance payment shall include all direct and indirect costs associated with the wages and benefits for the time the Union member is to be on Union leave.

#### **ARTICLE 24 - BEREAVEMENT LEAVE**

- 24.01 Regular full-time employees who have completed their probationary period shall be entitled to the following bereavement leave:

- (a) When a death occurs in the immediate family of a regular full-time employee, she is entitled to paid bereavement leave for her five (5) consecutive working days immediately following the death. Immediate family includes father, mother, husband, wife, common law spouse, son or daughter, brother or sister, or common law spouse's son or daughter.
- (b) Regular full-time employees shall be granted bereavement leave with pay for three (3) working days upon the death of the employee's grandparents, grandchildren, in-laws, common law spouse's mother or father, or any relative living under the same roof as the employee at the time of death.
- (c) If a death occurs in the employee's family for which the employee is entitled to bereavement leave, and the employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days to the maximum allowed under bereavement leave.

- 24.02 Regular part-time employees who have completed their probationary period shall be entitled to the following bereavement leave:

- (a) When a death occurs in the immediate family of a regular part-time employee, she is entitled to a maximum bereavement leave of her five (5) consecutive working days immediately following the death. If any of the five (5) working days falls within the seven (7) calendar day period immediately following the death, the employee shall not suffer any loss of wages for the hours she was scheduled to work on that working day. If any of the five (5) consecutive working days (or any part thereof) falls after the seven (7) calendar day period immediately following the death, such bereavement leave will be without pay. Immediate family includes father, mother, husband, wife, common-law spouse, son or daughter, brother or sister, or common law spouse's son or daughter.
- (b) Regular part-time employees shall be granted bereavement leave of three (3) working days upon the death of the employee's grandparents, grandchildren, in-laws, common law spouse's mother or father, or any other relative living under the same roof as the employee at the time of death. If the working day falls within the seven (7) calendar day period immediately following the death, the employee shall not suffer any loss of wages for the hours they were scheduled to work on that working day. If the working day falls outside the seven (7) calendar day period immediately following the death, the employee shall be entitled to the working day off without pay.
- (c) If a death occurs in the employee's family for which the employee is entitled to bereavement leave, and the employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days to the maximum allowed under bereavement leave.

24.03 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.

24.04 Employees on leave of absence or sick leave are not eligible for paid bereavement leave. If they choose to take bereavement leave during or immediately following such leaves, the bereavement leave taken shall be without pay.

## **ARTICLE 25 - PREGNANCY AND PARENTAL LEAVE**

25.01 The Employer shall grant pregnancy and parental leave in accordance with the *Labour Standards Code*.

25.02 Where the employee opts in writing to maintain the health plan, the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the health plan, including the Employer's share thereof and the Employer shall process the documentation and payments as arranged.

#### **ARTICLE 26 - LEAVE FOR STORM OR HAZARDOUS CONDITIONS**

26.01 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 27 - LEAVES OF ABSENCE, HOLIDAYS AND VACATION**

27.01 The Employee shall request all leaves, outside of the Summer vacation window (June 15<sup>th</sup> - September 15<sup>th</sup>) 2 weeks prior to the desired time off and the Employer shall respond within 10 days of receiving the request. In the event the request is denied the Employee may chose to "waitlist" their request in order for the Employer to possibly revisit the request and give less notice of approval or denial

#### **ARTICLE 28 - DOMESTIC VIOLENCE LEAVE**

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

#### **ARTICLE 29 - REQUIRED EDUCATION**

29.01(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.

### **ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES**

30.01 The Employer shall pay employees every second Friday in accordance with Appendix "A" attached and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of her wages, overtime, and any supplementary pay and deductions for that pay period and also for year to date.

30.02 Any employee covered by this Agreement who is temporarily assigned by the Employer to another position in the bargaining unit for which the rate of pay is higher than the rate of pay for such employee's regular position, shall receive the higher rate of pay while so assigned.

30.03 Any employee covered by this Agreement who is temporarily assigned by the Employer to another position for which the rate of pay is lower than the rate for such employee's regular position shall receive her regular rate of pay while so employed and not the rate of pay for the temporary assignment.

30.04 Any errors or shortages in an employee's pay shall be reported by twelve (12:00) noon on Friday. Any adjustments necessary shall be paid on the Tuesday following the pay day. In the event that a holiday as described in Article 20.01 (a) falls on the Monday following the pay day, the adjustment shall be made no later than Wednesday following the pay. Any errors not reported by twelve (12:00) noon on Friday, shall be paid on the following pay day.

30.05 All employees required to take mandatory courses are to be paid the applicable rate of pay, benefits and expenses.

#### 30.06 Increment Advancement Date

- (a) Regular Employees shall progress on a year-to-year basis along the increment scale by moving the Employee to the next increment step,

where applicable, on the Employee's employment date. This shall be the Employee's increment date.

- (b) In the case of reclassification of an Employee, the Employee's increment date shall be altered to become the date of reclassification. In the case of an unpaid Leave of Absence in excess of twenty-eight (28) calendar days, the increment date shall be altered by the length of an unpaid Leave of Absence, other than pregnancy and parental leave in which case the increment date shall be unchanged.

### **ARTICLE 31 - NEW JOB CLASSIFICATION**

31.01 The rate of pay for any position in the bargaining unit not covered by Appendix "A" which may be established during the life of this Agreement may be subject to discussions between the Employer and the Union. If the parties are unable to agree on the rate of pay for the proposed new position and the Employer establishes the new position, then either the rate shall be the rate for such a position in the nursing homes in Nova Scotia represented by CUPE or, if there is no comparable position, then the rate shall be determined by an arbitrator.

### **ARTICLE 302 - HEALTH AND SAFETY**

32.01 (a) The Employer, the employees, and the Union will comply with and abide by the provisions of the *Occupational Health and Safety Act* of Nova Scotia.

- (b) A Joint Occupational Health and Safety Committee (JOHSC) shall be established pursuant to the provisions of the *Occupational Health and Safety Act* of Nova Scotia. The Committee shall be composed of equal numbers of employer and employee representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by said Act.

32.02 The Employer agrees to supply the Occupational Health and Safety Committee with information relating to the number and nature of incident reports received by the Employer from the employees and the number and nature of Workers' Compensation Claims filed by employees since its last meeting at each meeting of the Committee.

32.03 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 33 - HEALTH PLAN AND PENSION PLAN**

33.01 For employees who are entitled to participate in the Employer's extended health plan under the terms and conditions of that plan (or its equivalent replacement), the Employer shall pay sixty-five percent (65%) of the cost of premiums for that plan and the eligible employees shall have deducted from their pay the other thirty-five percent (35%) of the cost of the premiums. Dental benefits are included in the plan and the Employer shall pay fifty percent (50%) of the cost of the premiums and eligible employees shall have deducted from their pay the other fifty percent (50%) of the cost of the premiums. All eligible employees must participate in the extended health care plan except for those who may opt out under the terms and conditions of the plan. Coverage for each eligible employee shall be in accordance with the terms and conditions of the extended health plan and issues relating to cover age are not arbitrable under this Collective Agreement.

The Employer will provide AD&D and Basic Life Insurance for participation by employees. The Employer shall pay sixty percent (60%) of the cost of premiums and eligible employees shall have deducted from their pay the other forty percent (40%) of the cost of the premiums.

33.02 The Employer and the employees shall participate in the NSHEPP (Pension Plan) in accordance with the eligibility provisions, levels of contribution and all other terms and conditions of the plan.

### **ARTICLE 34 - GENERAL CONDITIONS**

34.01 The Employer shall provide bulletin board space accessible to employees upon which the union may post notices of Union meetings. The Union may post such other notices as may be of interest to the employees after receiving prior approval of the Employer, which shall not be unreasonably withheld.

34.02 Recognizing the importance of providing up-to-date information, in-service training programs will be set up for various employees. Employees on duty when in-service programs are being held shall attend such programs unless the Employer determines they are needed in their particular area of work.

34.03 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the rest of the Agreement shall remain in effect.

34.04 It is understood that employees are only to receive emergency telephone calls at work and that every effort should be made by the person answering the call at the Home to immediately communicate the message to the employee concerned.

### **ARTICLE 35 - NO STRIKES/LOCKOUTS**

35.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the *Trade Union Act*, slowdowns, picketing, or any other interference with the operations of the Employer by the employees and/or Union and the Employer agrees that there will be no lockout as defined by the *Trade Union Act* during the term of the Agreement, nor at any time during the course of negotiations for renewal, amendment, extension or replacement of this Agreement.

### **ARTICLE 36 - DURATION**

36.01 This Agreement shall be binding and remain in effect from date of signing to October 31, 2023 and thereafter from year to year unless or until either party gives notice in writing to bargain during the three-month period preceding the date of its termination.

36.02 Wages for all employees shall be retroactive to November 1, 2020, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this Agreement. All other provisions of this Collective Agreement shall apply prospectively from the date of signing of this Collective Agreement.

### **ARTICLE 37 - BENEFIT AND BINDING**

37.01 This Agreement and everything herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

Dated at Chester, Lunenburg County this 20<sup>th</sup> day of June, 2023.

Kimberly Lengle  
Witness

[Signature]  
Shoreham Village Senior Citizens Association

Kimberly Lengle  
Witness

Danyla Dewest-Haley  
Shoreham Village Senior Citizens Association

Kimberly Lengle  
Witness

Sherry Haley  
Canadian Union of Public Employees,  
Local 3454

Kimberly Lengle  
Witness

Karen Dewest  
Canadian Union of Public Employees,  
Local 3454

## APPENDIX “A” – Wages

November 1, 2020 – October 31, 2023

**NOTE: All hourly rates are based on 2080 hours.**

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 Service Worker	Probationary Rate	\$16 4144	\$34,142	\$16 6605	\$34,654	\$16 9104	\$35,174	\$17 8479	\$37,124	\$18 3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16 6933	\$34,722	\$16 9437	\$35,243	\$17 1979	\$35,772	\$18 1354	\$37,722	\$18 6795	\$38,853	\$18.7729	\$39,048
Env. Services Worker	Probationary Rate	\$17 0427	\$35,449	\$17 2984	\$35,981	\$17.5578	\$36,520	\$18.4953	\$38,470	\$19.0502	\$39,624	\$19.1454	\$39,823
	Regular Rate	\$17 3325	\$36,051	\$17.5924	\$36,592	\$17.8563	\$37,141	\$18.7938	\$39,091	\$19.3576	\$40,264	\$19.4544	\$40,465

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 April 13, 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	
CCA / PCW (With Course)	Start	\$17,5621	\$36,529	\$17,8255	\$37,077	\$18,0928	\$37,633	\$21,4712	\$44,660	\$22,1153	\$46,000	\$22,2259	\$46,230
	After 1 year	\$17,9157	\$37,265	\$18,1844	\$37,824	\$18,4572	\$38,391	\$21,9096	\$45,572	\$22,5669	\$46,939	\$22,6797	\$47,174
	After 2 years	\$18,2687	\$37,999	\$18,5428	\$38,569	\$18,8209	\$39,147	\$22,3567	\$46,502	\$23,0274	\$47,897	\$23,1426	\$48,137
	After 3 years	\$18,6097	\$38,708	\$18,8887	\$39,288	\$19,1720	\$39,878	\$22,8130	\$47,451	\$23,4974	\$48,875	\$23,6149	\$49,119
	After 4 years	\$18,9633	\$39,443	\$19,2476	\$40,035	\$19,5364	\$40,636	\$23,2784	\$48,419	\$23,9767	\$49,872	\$24,0966	\$50,121

Classification		Expired 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	Apr.13-23 Hourly Rate	Apr.13-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	\$26 5566	\$55,238	\$26 9550	\$56,066	\$27 3593	\$56,907	\$28.1801	\$58,615	\$28 1801	\$58,615	\$28 3210	\$58,908
	After 1 year	\$27 1650	\$56,503	\$27 5724	\$57,351	\$27 9860	\$58,211	\$28 8256	\$59,957	\$28 8256	\$59,957	\$28 9697	\$60,257
	After 2 years	\$27 7520	\$57,724	\$28.1683	\$58,590	\$28 5908	\$59,469	\$29 4485	\$61,253	\$29.4485	\$61,253	\$29 5958	\$61,559
	After 3 years	\$28 5212	\$59,324	\$28 9490	\$60,214	\$29 3833	\$61,117	\$30 2648	\$62,951	\$30 2648	\$62,951	\$30 4161	\$63,265
	After 25 years									\$31 3240	\$65,154	\$31 4807	\$65,480

\*\*\*Re: 25 Year Service Salary Increment - LPNs: Effective April 13, 2023, and upon completion of 25 years of service as a LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
<b>Recreation Programmer</b>	Probationary Rate	\$18.1245	\$37,698	\$18.3961	\$38,264	\$18.6720	\$38,838	\$19.2322	\$40,003	\$19.3284	\$40,203
	Regular Rate	\$18.4323	\$38,339	\$18.7088	\$38,914	\$18.9895	\$39,498	\$19.5592	\$40,683	\$19.6570	\$40,886
	After 1 year	\$18.8093	\$39,123	\$19.0913	\$39,710	\$19.3777	\$40,306	\$19.9590	\$41,515	\$20.0588	\$41,722
	After 2 years	\$19.1929	\$39,922	\$19.4810	\$40,521	\$19.7732	\$41,128	\$20.3664	\$42,362	\$20.4683	\$42,574
	After 3 years	\$19.5842	\$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	\$20.2833	\$42,189	\$20.5875	\$42,822	\$21.2052	\$44,107	\$21.3112	\$44,327
<b>Physiotherapist Assistant</b>	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
<b>Cook</b>	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	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
<b>Maintenance I</b>	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

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Recreation Programmer (2 Year Community College Diploma - Recreation)	Probationary Rate	\$19.6375	\$40,840	\$19.9292	\$41,453	\$20.2282	\$42,075	\$20.8350	\$43,337	\$20.9392	\$43,554
	Regular Rate	\$19.9689	\$41,535	\$20.2684	\$42,158	\$20.5724	\$42,791	\$21.1896	\$44,074	\$21.2955	\$44,295
	After 1 year	\$20.5848	\$42,817	\$20.8937	\$43,459	\$21.2071	\$44,111	\$21.8433	\$45,434	\$21.9525	\$45,661
	After 2 years	\$21.2598	\$44,220	\$21.5787	\$44,884	\$21.9024	\$45,557	\$22.5595	\$46,924	\$22.6723	\$47,158
	After 3 years	\$21.9347	\$45,624	\$22.2638	\$46,309	\$22.5977	\$47,003	\$23.2756	\$48,413	\$23.3920	\$48,655
	After 4 years	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153
Physio Assistant (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

**NOTE:**

**General Economic Increases**

In the event there is a general economic increase(s) for LPNs negotiated in the Health Authority sector, for a collective agreement which has a contract term November 1, 2020 - October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) for LPNs may be applied to this agreement

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

**Classification Adjustments**

Where through collective bargaining, a new classification adjustment for LPNs is negotiated into the collective agreement with a term of November 1, 2020 - October 31, 2023, in the Health Authority sector that increases the compensation of the LPN classification within Health Authority sector, the classification may be adjusted to the higher of the two rates.

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

## **MEMORANDUM OF AGREEMENT**

### **Re: LPN Practice Premium**

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

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

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

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

In order for an LPN to qualify s/he must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1<sup>st</sup>, 2020 and by May 1<sup>st</sup> each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.

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

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

### **EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES**

#### **POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES**

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

#### **A. CERTIFICATION IN A SPECIALTY (40 POINTS)**

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

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

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

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

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

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

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

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

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

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an “in-service” either scheduled or ad hoc in nature. If the learning is required to fulfill the LPN’s role or if it is a general employee expectation, the points cannot be claimed.

**F. E-LEARNING (5 POINTS)**

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

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

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

Dated at Chester, Lunenburg County this 20<sup>th</sup> day of June, 2023.

Kimberly Lesage  
Witness

[Signature]  
Shoreham Village Senior Citizens Association

Kimberly Lesage  
Witness

Danyla Swift-Haley  
Shoreham Village Senior Citizens Association

Kimberly Lesage  
Witness

Sherry Wallace  
Canadian Union of Public Employees,  
Local 3454

Kimberly Lesage  
Witness

Karen Drouot  
Canadian Union of Public Employees,  
Local 3454

## MEMORANDUM OF AGREEMENT

Re: Full-Time 72 Hour Position

Between:

**SHOREHAM VILLAGE SENIOR CITIZENS ASSOCIATION**  
(the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3454**  
(the "Union")

An employee who presently holds a regular full-time position scheduled for seventy-two (72) hours of work per bi-weekly pay period, (Grand-parented 72 hour employee listed below), shall maintain her full-time status and benefits under this agreement for as long as she holds that position or moves to an existing full-time position scheduled for seventy-two (72) hours.

An employee who presently holds a regular full-time position scheduled for eighty (80) hours of work per bi-weekly pay period (Grand-parented 80 hour employee listed below) may reduce her hours to seventy-two (72) hours by applying in writing within two (2) weeks of the date of the ratification of the new collective agreement by the parties. Such an employee shall be entitled to the protections set out in the paragraph above.

A grand-parented 80 hour employee who has not applied under the above paragraph may reduce her hours in accordance with Article 23 to 72 hours in a bi-weekly pay period for up to three occasions in the 2003 calendar year and up to six occasions in subsequent calendar without any reduction in benefits.

The Employer shall make every reasonable effort to create eighty (80) hour positions from existing seventy-two (72) positions.

Grand-parented 72 hour employee

Sonja Bell-McCorriston

Grand-parented 80 hour employee

Irene Rafuse

Dated at Chester, Lunenburg County this 20<sup>th</sup> day of June, 2023.

Kimberly Upcott  
Witness

[Signature]  
Shoreham Village Senior Citizens Association

Kimberly Upcott  
Witness

Danyla Dewost-Haley  
Shoreham Village Senior Citizens Association

Kimberly Upcott  
Witness

Shirley Halvey  
Canadian Union of Public Employees,  
Local 3454

Kimberly Upcott  
Witness

Karen Dault  
Canadian Union of Public Employees,  
Local 3454

**MEMORANDUM OF AGREEMENT**

**Re: Responsibility Pay**

**Between:**

**SHOREHAM VILLAGE SENIOR CITIZENS ASSOCIATION  
(the "Employer")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3454  
(the "Union")**

Where the Employer specifically, and at their sole discretion, designates and directs an LPN to be in charge of at least one unit for the full shift, the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight hour shift (pro-rated for a shift of more or less than 8 hours) in addition to her regular hourly rate.

In the absence of management staff or a registered nurse, including a registered nurse designated to be on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked with the designated responsibility.

\*No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay\*  
\*Any current compensation for responsibility for the facility which is greater shall be red-circled\*

Dated at Chester, Lunenburg County this 20 day of June, 2023.

Kimberly Upton  
Witness

[Signature]  
Shoreham Village Senior Citizens Association

Kimberly Upton  
Witness

Dorothy Buxton-Avery  
Shoreham Village Senior Citizens Association

Kimberly Upton  
Witness

Sherry Wallace  
Canadian Union of Public Employees,  
Local 3454

Kimberly Upton  
Witness

Karen Daulton  
Canadian Union of Public Employees,  
Local 3454

**MEMORANDUM OF AGREEMENT**

**Re: Discussion on Casual Employees**

**Between:**

**SHOREHAM VILLAGE SENIOR CITIZENS ASSOCIATION**  
**(the "Employer")**

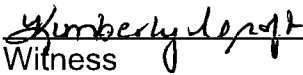
**- and -**

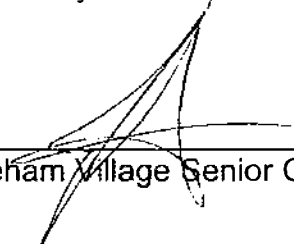
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3454**  
**(the "Union")**


Whereas Casuals are not included in this bargaining unit and CUPE has proposed to include Casuals in the current bargaining unit;

The parties are agreed that within one hundred and twenty (120) days of ratification the parties will meet with the intent to discuss the potential inclusion of Casual employees in the bargaining unit. The Employer agrees, as part of these discussions, to provide information on the current terms of employment of Casuals and the numbers of casuals currently employed.

Dated at Chester, Lunenburg County this **20** day of June, 2023.

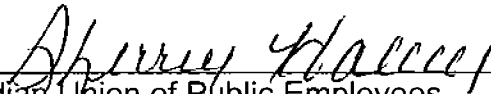
  
Witness

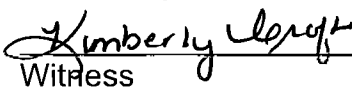
  
Shoreham Village Senior Citizens Association

  
Witness

  
Shoreham Village Senior Citizens Association

  
Witness

  
Canadian Union of Public Employees,  
Local 3454

  
Witness

  
Canadian Union of Public Employees,  
Local 3454

**MEMORANDUM OF AGREEMENT**

**Re: No or insufficient Employees willing to work Overtime**

**Between:**

**SHOREHAM VILLAGE SENIOR CITIZENS ASSOCIATION**  
**(the "Employer")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3454**  
**(the "Union")**

If there are no or insufficient employees willing to work an overtime assignment pursuant to Article 19.01, mandatory overtime will be assigned to qualified employees on site in reverse order of seniority on a rotating basis to be reset quarterly on April 1, July 1, October 1, and January 1, upon the request of the Recording Secretary, the Local shall be supplied with the list of who worked mandated shifts, number of hours and in what Dept.

An employee that has been mandated to work past their schedule eight (8) hour shift shall be guaranteed a minimum of a ten (10) hour rest period. No employee shall be mandated two (2) days in a row.

Dated at Chester, Lunenburg County this 20 day of June, 2023.

Kimberly Croft  
Witness

[Signature]  
Shoreham Village Senior Citizens Association

Kimberly Croft  
Witness

Danette Dwyer-Haley  
Shoreham Village Senior Citizens Association

Kimberly Croft  
Witness

Sherry Wallace  
Canadian Union of Public Employees,  
Local 3454

Kimberly Croft  
Witness

Karen Douc  
Canadian Union of Public Employees,  
Local 3454

## 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.