

COLLECTIVE AGREEMENT

BETWEEN

ALDERWOOD CORPORATION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1635**

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THIS AGREEMENT effective from date of signing to **November 1, 2023**

BETWEEN:

ALDERWOOD CORPORATION;

(hereinafter referred to as the “**Employer**” or “**Board**”)

PARTY OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1635**, having its office at 337 Welton Street,
Sydney, Nova Scotia, B1P 5H6;

(hereinafter referred to as the “**Union**”)

PARTY OF THE SECOND PART

PREAMBLE

Whereas it is the desire of the Union and the Employer:

To maintain and improve the harmonious relationship between the Employer and the Union;

To recognize the value of joint discussions and negotiations in matters pertaining to working conditions and employment services;

To set forth certain terms and conditions of employment;

To maintain professional standards;

To encourage efficiency in operation consistent with a holistic approach to care;

To promote morale, well-being and security of employees;

Therefore the Parties agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to promote and maintain the harmonious relations which exists between the Employer and its employees, to define more clearly wages and conditions of employment with an amicable method of settling grievances or differences which may arise from time to time and to provide for the carrying on of the Employer's business under methods which will further to the fullest extent possible the safety and welfare of the employees, together with efficiency and economy of operation. It is recognized by this Agreement to be the duty of both parties to co-operate fully, both collectively and individually for the promotion of the aforesaid conditions.

ARTICLE 2 - DEFINITION

1. The term "**employee**" as used in this Agreement shall include all the employees of the Employer at Alderwood Corporation, Baddeck, N.S. with the following exceptions:

Registered Nurses, Administrator, confidential Office Employees, Director of Dietary, Director of Maintenance, Director of Support Services, Director of Activities , and those excluded by paragraphs (a) and (b) of Sub-Section 2 of Section 2 of the *Trade Union Act*.

2. "**Employer**" is Alderwood Rest Home (Alderwood Corporation).
3. "**Union**" is the Canadian Union of Public Employees, Local 1635.
4. A "**permanent full-time employee**" is one who has been in the employ of the Nursing Home, in the bargaining unit covered by the Agreement, for forty (40) working days and has completed their probationary period, and is scheduled for forty (40) hours per week. Full time employees are entitled to all rights and benefits of the Collective Agreement.
5. (a) A "**permanent part-time employee**" is one who holds a part-time position. A permanent part-time employee is one who can work up to eighty (80) hours bi-weekly. Benefits to apply on a pro-rata basis to these employees.

(b) A "**part-time**" employee is one who works up to eighty (80) hours in a bi-weekly period but who is not regularly scheduled. A "part-time employee"

does not hold a position. Benefits to apply on a pro-rata basis to these employees.

6. With written notification prior to the completion of the probationary period, the Employer may extend a probationary period for up to an additional three hundred twenty (320) hours. The employment of such employees may be terminated at any time during the probationary period. After completion of this period, seniority shall be carried from the original date of employment. The Employer shall provide a written evaluation for each probationary employee by the end of the probationary period. The probationary period may be extended by mutual agreement between the Union and the Employer. Probationary employees have the right to access the grievance procedure.
7. When an employee of this bargaining unit is selected for on-the-job training, the Employer agrees that the employees shall suffer no loss of benefits or wages during the training period. Where the Employer requires an employee to report for mandatory training at a time when the employee is not scheduled to work, the Employer shall pay the employee for the hours required for the training at the employee's regular rate of pay.
8. It is agreed that the probationary period is three hundred twenty (320) hours of work. Probationary employees may be terminated at the sole discretion of the Employer and the Employer shall not be required to establish just cause. Upon completion of the probationary period, seniority will be determined from original date of hire.
9. During the probationary period, there shall be no entitlement to access paid benefits. After the probation period, all accumulated vacation and sick hours, accumulated during the probation period will be credited to the employee.

ARTICLE 3 - MANAGEMENT

1. The management and the employment, direction and supervision of the employee, including the transfer, promotion, layoff, suspension, demotion, hiring, classifying and discharge for just cause is vested in the Employer, subject to the provisions of this Agreement.
2. It shall be the right of management to make and enforce regulations as to the conduct and personal appearance of all employees during working hours.

ARTICLE 4 - RECOGNITION

1. The Employer recognizes the Canadian Union of Public Employees, Local 1635, as the sole and exclusive collective bargaining agent for the employees described in Article 2 above, and agrees to meet the representatives of said Union for the purpose of carrying out the terms of this Agreement.
2. Should a new classification within the bargaining unit be created during the term of this Agreement, management and Union shall meet to negotiate the rate and designation.
3. No employee shall be required to make any verbal or written agreement which violates the terms of this Agreement.

ARTICLE 5 - UNION RECOGNITION

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All future employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing in the Union after three hundred and twenty hours (320) of employment with the Employer.

During the orientation process the executive shall have thirty (30) minutes to acquaint new employees with Local 1635.

ARTICLE 6 - CHECK-OFF

1. The Employer shall deduct from every employee in the Bargaining Unit any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or By-Laws, and owing to the Union. Such deductions shall take place when a dues deduction card has been signed and turned in to the Employer.

Such deductions shall be automatic after the required hours are worked. A list of these employees shall be given to the Treasurer of the local on a monthly basis. The Treasurer will get the new union members to sign a dues deduction card and submit it to the Employer.

2. Deductions shall be made from the payroll period at the end of each month, and shall be forwarded to the National Secretary Treasurer of the Canadian Union of

Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, on or before the 15th day of the following month and accompanied by a list of all employees from whose wages and deductions have been made.

3. The Employer shall provide the following information annually and shall provide it in electronic form:
 - (a) The name of each Employee; and
 - (b) The mailing address and telephone number (if available) of each employee; and
 - (c) The personal email address of each employee (if available); and
 - (d) The Employee's employment status (such as full-time, part-time, temporary, casual)

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

ARTICLE 7 - GRIEVANCE PROCEDURE

1. The Union will appoint, and the Employer will recognize, a Committee of Shop Stewards (one of whom may be named by the Union as Chief Steward), one from each department who works at least twenty-four (24) hours per week as employees of the Employer, which shall be known as the Grievance Committee, to deal with complaints and grievances.
2. A grievance shall be dealt with in the following manner and this procedure shall not be by-passed:
 - (a) the aggrieved employee or employees, with a department shop steward or Union Representative, shall first discuss the grievance with the Department Head within five (5) calendar days of the initial occurrence or discovery of the event giving rise to the grievance. The Department Head shall respond to the grievance five (5) calendar days.
 - (b) If the alleged grievance is not settled within the time limits set out in 2(a), the grievor (or Union if a general grievance) shall then refer the grievance in writing to the Administrator of the Employer or their representative within

five (5) calendar days from the date that the Department Head rendered their decision.

- (c) The Administrator of the Employer or their representative shall meet with the grievor and a Union Representative within seven (7) calendar days of receipt of the written grievance described in 2(b) and provide a response in writing within ten (10) calendar days of that meeting.
- (d) If the alleged grievance is not settled under 2(c), it shall be referred to the Board of Directors and then the Board of Directors shall give its reply as soon as possible but in no case shall more than ten (10) calendar days elapse before a reply is received, unless by mutual consent of the Parties. Time limits may be extended by request of either party.
- (e) If settlement is not reached in Step (d) above, the matter may then be referred within a period of ten (10) calendar days to a mutually agreed upon arbitrator. Should the parties fail to agree upon an arbitrator, they shall be appointed by the Minister of Labour for the Province of Nova Scotia.
- (f) The decision of the arbitrator shall be final and binding and enforceable on all parties but in no event shall the arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangement which in their opinion they deem just and equitable.
- (g) Each party shall pay one-half (1/2) the fees and expenses of the arbitrator.
- (h) Policy Grievance – Where a dispute involving a question of general application or interpretation occurs or in case of a Union Grievance Step 2(a) of the Grievance Procedure may be by-passed.
- (i) Employer Grievance – The Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President shall answer such grievance within five (5) calendar days. If the answer is not acceptable to the Employer, the Employer may within ten (10) calendar days from the day the President gives their answer, give ten (10) calendar days' notice to the President of the Union of its intention to refer the dispute to arbitration.

Grievance on Safety

An employee, or group of employees, who are requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

1. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of the officers. Similarly, the Employer will, when requested, supply the Union with a list of its supervisory or other persons with whom the Union may be required to transact business.
2. A bargaining committee shall be appointed as appointees of the Employer and a bargaining committee shall be appointed as appointees of the Union. The Union will advise the Employer of the Union nominee to the Committee.
3. The Union shall have the right at anytime to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance, time to be set with the Administrator or their Assistant after making formal appointment.
4. Any representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the right to attend negotiating meetings with the Employer within working hours without loss of wages.
5. In the period six (6) months prior to the termination of this Collective Agreement, each member of the Union Bargaining Committee shall be entitled to two (2) days off with pay to prepare for negotiations.

ARTICLE 9 - WAGES

1. The Employer agrees to pay and the Union agrees to accept the scale of wage rates attached to and forming part of this Agreement as Appendix "A". The pay period will end on Saturdays with pay cheques issued by the following

Wednesdays.

2. Temporary Assignment - Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own, they shall be paid their regular rate. If an employee is assigned temporarily by the Employer to perform work in a classification paying a higher rate they shall receive the rate that goes with the classification.

3. **Recognition of Previous Experience**

LPNs shall be placed on the salary scale with year-for-year recognition of previous recent and satisfactory experience, based on 2080 regular hours paid. An LPN shall have thirty (30) days following the signing of the Collective Agreement to request in writing that the Employer review the LPN's recognized experience for placement on the salary scale in accordance with the recognition of previous experience clause and adjusted retroactively to the date of signing where applicable.

When an LPN has produced proof or evidence of their previous satisfactory recent experience, placement on the salary scale in Appendix "A" shall be in accordance with the following provisions. Recognition of previous experience will only be deemed as satisfactory and recent where the LPN has not been away from active nursing for more than three (3) years.

One year of satisfactory recent experience for the purpose of initial placement of an LPN on the salary scale shall be equivalent to 2080 regular hours paid.

- (a) An LPN with less than one (1) year of satisfactory recent experience shall be placed at the start rate of the salary scale of Appendix "A".
- (b) An LPN with a minimum of one (1) year of satisfactory recent experience shall be placed at the one (1) year rate of the salary scale of Appendix "A".
- (c) An LPN with a minimum of two (2) years of satisfactory recent experience shall be placed at the two (2) year rate of the salary scale of Appendix "A".
- (d) An LPN with a minimum of three (3) years of satisfactory recent experience shall be placed at the three (3) year rate of the salary scale of Appendix "A".
- (e) An LPN with a minimum of four (4) years of satisfactory recent experience shall be placed at the four (4) year rate of the salary scale of Appendix "A".

4. **Movement on Increment Scale**

This provision applies to permanent full-time and permanent part-time employees.

On a year to year basis following the setting of the original Anniversary Date, the LPN shall be advanced on the increment scale as listed in Appendix "A", except where the LPN is absent without pay. The Anniversary Date shall be altered in direct relationship to the length of the unpaid absence in excess of one (1) month. The annual increment becomes payable to the LPN on the next regular pay date after the adjustment.

Part-time employees (without positions) who have worked one thousand (1040) regular hours or more by their Anniversary Date shall be recognized for an additional year of service.

Part-time employees (without positions) who have worked less than one thousand (1040) regular hours by their Anniversary Date shall be recognized for an additional year of service on the day when one thousand (1040) hours are achieved. This date shall become the LPN's current Anniversary Date.

Part-time employees (without positions) can not advance more than one increment level in any twelve (12) month period.

Note: For clarification, the above language is intended to mean that full-time and part-time employees (those who hold positions) shall advance on the increment scale based on their anniversary date. The date would only change in the event that the employee took an unpaid leave of absence in excess of one month.

5. **Shift Premium**

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

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective May 15, 2023 and shall be applicable to all hours worked, including overtime hours worked.

6. **Weekend Premium**

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

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective May 15, 2023 and shall be applicable for all hours worked, including overtime hours worked.

7. Recognition of Previous Experience - CCAs

CCAs shall be placed on the salary scale with year-for-year recognition of previous recent and satisfactory experience, based on 2080 regular hours paid. A CCA shall have thirty (30) days following an offer of employment to provide proof of previous experience in writing to the Employer.

When a CCA has produced proof or evidence of their previous satisfactory recent experience, placement on the salary scale in Appendix "A" shall be in accordance with the following provisions.

One year of satisfactory recent experience for the purpose of initial placement of a CCA on the salary scale shall be equivalent to 2080 regular hours paid.

- (a) A CCA with less than one (1) year of satisfactory recent experience shall be placed at the start rate of the salary scale of Appendix "A".
- (b) A CCA with a minimum of one (1) year of satisfactory recent experience shall be placed at the one (1) year rate of the salary scale of Appendix "A".
- (c) A CCA with a minimum of two (2) years of satisfactory recent experience shall be placed at the two (2) year rate of the salary scale of Appendix "A".
- (d) A CCA with a minimum of three (3) years of satisfactory recent experience shall be placed at the three (3) year rate of the salary scale of Appendix "A".
- (e) A CCA with a minimum of four (4) years of satisfactory recent experience shall be placed at the four (4) year rate of the salary scale of Appendix "A".

8. Movement on Increment Scale - CCAs

This provision applies to permanent full-time and permanent part-time employees.

On a year to year basis following the setting of the original Anniversary Date, the CCA shall be advanced on the increment scale as listed in Appendix "A", except where the CCA is absent without pay. The Anniversary Date shall be altered in direct relationship to the length of the unpaid absence in excess of one (1)

month. The annual increment becomes payable to the CCA on the next regular pay date after the adjustment.

Part-time employees (without positions) who have worked one thousand (1040) regular hours or more by their Anniversary Date shall be recognized for an additional year of service.

Part-time employees (without positions) who have worked less than one thousand (1040) regular hours by their Anniversary Date shall be recognized for an additional year of service on the day when one thousand (1040) hours are achieved. This date shall become the CCA's current Anniversary Date.

Part-time employees (without positions) cannot advance more than one increment level in any twelve (12) month period.

Note: For clarification, the above language is intended to mean that full-time and part-time employees (those who hold positions) shall advance on the increment scale based on their anniversary date. The date would only change in the event that the employee took an unpaid leave of absence in excess of one month.

ARTICLE 10 - HOURS OF WORK

1. **Normal Hours of Work** - The normal daily hours of work, shall be eight (8) consecutive hours per day, ten (10) consecutive hours a day, and twelve (12) consecutive hours a day. Inclusive in an eight hour shift shall be one 30 minute meal period, and a maximum of two 15 minute rest periods. Inclusive in a ten hour shift shall be one thirty minute meal period, and three 15 minute rest periods. Inclusive in a twelve hour shift shall be two 30 minute meal periods, and a maximum of two 15 minute rest periods.

The normal hours of work in a two week period shall be up to 84. For greater clarity, the normal scheduled hours of work per week shall be 48, excepting that an employee may by mutual agreement accept extra shifts in a week.

2. **Days off** shall be planned in such a way as to equally distribute free weekends, keeping in mind the requirements of the Employer. Notwithstanding an employee required to work in excess of three (3) consecutive weekends will be compensated for such weekend work at time and one-half (1.5 x) regular straight time pay. An employee may request, and the Employer may grant, subject to operational requirements, to work every weekend. In this event such hours shall be paid at the straight-time rate.

3. **Permanent Part-time / Part-time Hours** - Where mutually agreed, weekends beyond three (3) consecutive weekends may be performed at straight time rates. This only applies to permanent part-time and part-time employees.
4. **Work Schedules** shall be posted by the fifteenth (15th) of the month for the following month. An employee wishing to change shift may be granted permission to do so after making arrangements with another employee and giving the Employer forty-eight (48) hours notice to their immediate Supervisor, unless an emergency occurs. Permission may or may not be granted at the discretion of their immediate Supervisor. Such change of shift shall not be unreasonably denied.
5. **Break Period** - Employees may be permitted during their break period to leave the grounds for personal business purposes at the sole discretion of the Administrator or designate.
6. An employee called in to work after the commencement of a shift shall be offered to work the extra hours necessary to complete the hours equivalent to the entire shift.
7. The changing of Daylight Saving Time to Standard Time, or vice versa, shall result in employees being paid for the actual hours worked. Where an employee is short an hour as a result of the changing of Daylight Saving Time to Standard Time, or vice versa, the employee can draw the hour from accumulated banked overtime, holiday time or vacation. Nothing in this Article shall result in overtime pay entitlements.

ARTICLE 11 - OVERTIME

1. **Overtime Defined** - All time worked outside the normal work day, the normal work week, shall be considered as overtime. Overtime periods of less than fifteen (15) minutes need not be recorded or paid for, however, overtime periods in excess of fifteen (15) minutes shall be paid for in full.
2. **Overtime Rates** - Overtime rates shall apply for work as follows:
 - (a) **On a Regular Work Day** - time and one-half (1.5 x) after eight (8) hours, ten (10) hours or twelve (12) hours in any one day or shift or equivalent time off

- (b) **On a Regularly Scheduled Day Off- Time** and one-half (1.5 x) or equal time off (applies only to full-time employees).
- (c) **On a Holiday When the Employee was not Scheduled to Work - Time** and one-half (1.5 x) or equal time off (applies only to full-time employees).

Employees will receive double time (2X) when called in for the following holidays:

Christmas Day
Boxing Day
New Year's Day
Easter Sunday
Labour Day
Canada Day

- 3. **Sharing of Overtime** - Overtime and call-back time shall be divided equitable among the employees who are willing and qualified to perform the work that is available starting in order of Department seniority consistent with present practice.
- 4. **Minimum Call-Back Time** - An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- 5. **Notice of Change of Shift** - Twenty-four (24) hours notice shall be given before change of shift, except in emergencies.
- 6. **Rest Between Change of Shifts** - Except in case of emergencies or by mutual agreement, the employer shall provide at least twelve (12) hours of rest between shifts.
- 7. **Part-Time Employees** - The above employees working less than the regular working hours per day of week, shall be paid straight time pay during their regularly scheduled part-time hours. Overtime rates shall apply after working twelve (12), ten (10) or eight (8) hours per day or eighty-four (84) hours per bi-weekly pay period.
- 8. **Call-Back Allowance** - An employee who is called back to work shall be paid an amount equal to the cost of a taxi fare from their place of residence to the Nursing Home not to exceed five (\$5.00) dollars.

9. **Travel Allowance** - All trips to Victoria County Hospital with employee's own vehicle shall be compensated at the rate of five dollars (\$5.00). Employees required to transport residents to other hospital or medical facilities outside Baddeck shall be compensated at the Provincial rate per kilometer. The Employer agrees to insure Employees and their vehicle when the employee is transporting residents at the request of the Employer.

When it is necessary to transport residents to other hospital or medical facilities, Nursing Staff will be called to do so in order of seniority of those on shift provided that in doing so, the Employer does not incur overtime.

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

ARTICLE 12 - VACATION

"Regular hours paid" for the purpose of calculating paid vacation leave credits shall include the straight time hourly equivalent of overtime hours worked to the applicable maximum annual vacation entitlement as set out below.

All permanent full-time employees to receive the following vacations:

- (a) Effective after one (1) year, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 120 hours.
- (b) Effective after eight (8) years, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid to a maximum of 160 hours.
- (c) Effective after twelve (12) years, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to a maximum of 200 hours.
- (d) Effective after twenty-five (25) years, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 8.666 regular hours paid to a maximum of 240 hours.

All vacation entitlements shall be taken within the calendar year excepting that employees shall be entitled to carry over a maximum of forty-eight (48) hours, which must be used by March 31.

Six (6%) percent to be paid part-time employees as vacation pay. Part-time employees with more than ten (10) years of service shall be entitled to eight percent (8%) vacation pay. Vacation and holiday pay will be paid out twice per year – June and December.

Payment calculation for vacation pay shall be as per past practice pro-rated.

Vacation shall be granted according to seniority.

Sickness and Vacation

Where an Employee can establish to the satisfaction of the Employer that they were ill during scheduled vacation, sick leave shall be substituted for the vacation if the employee has sufficient sick leave credits. Vacation time off shall be rescheduled.

Illness Prior to Vacation

Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the Employee to the satisfaction of the Employer prior to the commencement of the vacation that the Employee's illness or injury has occurred, that the illness or accident is such that the vacation plans of the Employee will be interrupted and the Employer has sufficient sick leave credits. Vacation time off shall be rescheduled.

Summer Schedule

The Employer shall post the vacation request sheet by March 1st. The notice shall state that employees are to have all summer vacation requests for the time between July 1st and September 10th in to their Department Head by March 31st. The Employer must post the schedule for July 1st to September 10th on or before June 1st Vacation requests for the summer period made after March 31st shall be granted on a first come first served basis.

Bereavement during Vacation

In the event of bereavement during the scheduled vacation, bereavement leave shall be substituted and vacation shall be rescheduled at a mutually agreed time.

Vacation Advances

Leave for vacation may be requested prior to being earned for a period of not more than 40 hours for those who work 8 and 10 hour shifts, and 48 for those working 12 hour shift, to be taken between January 1 and March 31 of the calendar year in which the request is made. The request shall be made in writing to the employee’s supervisor.

Carryover of vacation shall be used prior to use of advance on vacation. Vacation advances shall not be used for storm day leave.

ARTICLE 13 - SICK LEAVE

- 1. Sick Leave Credits shall accumulate at the rate of one (1) hour of sick leave per every fourteen point four (14.4) hours worked to a maximum of one hundred and forty-four (144) hours (18 days) per year for every month an employee is employed following his probationary period with a maximum accumulation of one thousand two hundred (1200) hours (150 days). Leave will be granted for an illness. The Employer reserves the right to request and receive a medical certificate indicating that an employee is unable to work due to illness.

Sick leave is only to be taken for an illness of an employee which prevents their attendance at work.

- 2. A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. Absence on account of illness for less than four (4) hours shall not be deducted.
- 3. The Employer will advise each employee twice per year of each year, the sick hours used and number remaining.
- 4. On December 15th of each year permanent employees shall receive a sick leave bonus as follows:

0-4 days (<u>0-32 hours</u>) lost time due to illness	2% of total accumulation of sick leave as of December 1 st .
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5-7 days (40 – 56 hours) lost time due to illness 1% of total accumulation of sick leave as of December 1st.

This incentive shall be prorated based on actual hours worked during the calendar year.

Personal days shall not be used in the calculation of the sick leave bonus.

5. **Workers' Compensation Pay Supplement**

This provision shall become effective on the date of signing.

- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) The Employer 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 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 the WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 14 - LEAVE OF ABSENCE

1. An employee may request a leave of absence without pay and without loss of seniority for Union Business or any other good reason. Such a request shall be in writing and subject to operational requirements. Such requests shall not be unreasonable denied.

The Employer shall give at least two (2) weeks notice or pay in lieu thereof to any employee who is being laid off except employees discharged for just cause. Employees shall give a minimum of two (2) weeks notice if they intend to leave the service of the Employer. Failure of an employee to give such notice will result in the reduction from any pay credit due such employee by the Employer on leaving the services of the Employer; such deduction shall be equal to two (2) weeks normal pay pro-rated for the number of days by which the employee falls short of two (2) weeks notice. Where leave of absence for illness or any other reason is for an indefinite return date, the employee must give the Employer two (2) weeks notice of return to work.

2. Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence. The employer shall continue to pay wages and benefits to employees and will bill the Union for all monies owing. All employees on paid union leaves must complete the form prior to the end of the pay period in which the leave takes place.
3. **Leave of Absence for Union Functions** - Leave of absence shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

The Employer will continue to pay the wages and benefits to employees and will bill the Union for all monies owing. Employees will continue to accrue seniority.

4. Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence without pay and without benefits so that employees may be a candidate in a Federal, Provincial or Municipal election.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay, benefits and seniority during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and benefits and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year on request during their term of office.

5. Absent days may be granted at the sole discretion of the Employer and subject to operational requirements. The request for an absent day must be made at least forty-eight (48) hours in advance. The forty-eight (48) hour requirement may be waived in cases of emergencies. Such requests shall not be unreasonably denied.

6. Leave for Storm or Hazardous Conditions

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

- 1. Take the absent time as unpaid; or
- 2. Deduct the absent time from accumulated overtime, holiday time or vacation; or
- 3. When the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

7. Leave for Education

When an Employee is on duty and authorized to attend an education program during the Employee's regularly scheduled working hours, the Employee shall

suffer no loss of regular pay.

8. Required Education

- (a) The Employer shall provide and fund any Employer required training/education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

9. Domestic Violence Leave

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

ARTICLE 15 - BEREAVEMENT LEAVE

1. If a death occurs in the immediate family of an employee when said employee is at work or about to commence work, then said employee shall be granted compassionate leave with pay for their tour of duty for that day.

If a death in the immediate family of any employee occurs, said employee shall be granted five (5) consecutive days of leave of absence effective midnight following the death and shall be paid for tours of duty the employee would normally be scheduled to work during the five (5) days leave if the death had not occurred.

An employee when for any reason other than compassionate leave, would not be considered to be at work, if a death in the immediate family should occur, shall not be eligible for compassionate leave with pay.

For the purpose of ascertaining compassionate leave with pay, the members of an employee's immediate family shall include father; mother, stepparent/step siblings, sister, brother, husband, wife, life partner, same sex spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-child or ward of the employee or a relative or friend permanently residing in the employee's household or with whom the employee permanently resides.

One (1) day bereavement leave without loss of pay and benefits shall be granted to any employee in the event of the death of a niece, nephew, aunt, or uncle or the Parent of an employee's child not covered under the definition of immediate family.

In addition to the leave outlined above, an employee may be granted up to an additional two (2) days to attend an out of Province funeral of a relative mentioned above.

Such leave is granted to the employee for the purpose of attending the funeral and other related matters of the deceased relative.

The employee shall be able to hold 1 of the bereavement leave to attend a funeral or memorial service at later date.

2. **Personal Day**

The Employer will agree to introduce one (1) personal day per year effective January 1, 2014. Employees must have sick leave in their bank in order to access the personal day. When used, the day will be deducted from the employee's sick leave bank.

ARTICLE 16 - EDUCATION LEAVE

The Employer agrees that it is to be the mutual benefit of the Employer and employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with two (2) years employment who wish to further their education in fields of study relevant to the Employer, shall be permitted leave without pay for a maximum of three (3) years to complete the training. Any benefits based on service and seniority shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which the employee held prior to the education leave. The

employee must enter into a return of service agreement equal to the period of time for which the leave was granted.

ARTICLE 17 - RETIREMENT ALLOWANCE

This provision shall become effective on August 14, 2003.

An employee who retires because of age, or mental or physical incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan, and who has been eligible to join the Employer's pension or Group RRSP plan for less than ten (10) years, shall be entitled to a retirement allowance. The retirement allowance shall be five hundred dollars (\$500) for each year of service the employee has not been eligible to join the Employer's pension or Group RRSP plan.

An employee working less than full time at any point during their employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full time during the length of service).

For the purpose of this provision, "service" shall be calculated based on the number of complete calendar years the employee has been employed with the Employer since their most recent date of hire.

This provision shall not apply to employees hired after August 14, 2003.

ARTICLE 18 - HOLIDAYS

List of (8 hour) Holidays:

- | | |
|---------------|------------------------------|
| Christmas Day | July 1st |
| Boxing Day | Labour Day |
| New Years Day | Cabot Day (Civic Day/August) |
| Heritage Day | Truth and Reconciliation Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Remembrance Day |
| Victoria Day | |

In addition to the above holiday, any additional holidays declared by the Federal or Provincial governments.

1. Any employee who works on a holiday will be paid at the rate of time and one half (1 ½) plus another 8 hour day off.
2. Employees to receive all Statutory Holidays or any days proclaimed. If a Statutory Holiday falls during an employee's vacation period or a scheduled day off, then the employee will receive an additional 8 hour day off or by mutual agreement a day's pay in lieu thereof.
3. Part-time employees to be paid holidays and vacation pay bi-annually on a pro-rata basis (June and December) or upon the request of an employee. Such request shall not be unreasonably denied.
4. **Banking of Holidays** - Employees shall be entitled to bank up to a maximum of three (3) holidays (24 hours). Banked holidays to be taken at a time mutually agreed between the Employer and employee.

Employees may be permitted to carry over an accumulation of up to twenty-four (24) hours to be used by March 31st.

5. **Scheduling Holidays for Christmas and New Year's** - The Employer will make every reasonable effort as follows: All employees (full-time and part-time) will be granted either Christmas or New Year's off. Christmas shall be defined as either Christmas Eve and Christmas Day, or Christmas Day and Boxing Day. New Year's shall be defined as New Year's Eve and New Year's Day. In the following year, the employee(s) will be granted the alternate holiday time, i.e. if the employee is entitled to Christmas off in one year, the following year that employee will be granted New Year's off.
6. An employee scheduled to work on a holiday on nights or evenings shall be paid the holiday premium for all hours worked on the actual calendar day of the holiday. For example, if an employee is scheduled to work nights on the eve of a holiday from 2300 hours to 0700 hours then they shall be paid one (1) hour at straight time and all other hours at holiday rates.
7. Employees with thirty (30) years service with the Employer shall have an opportunity to request either Christmas Day or New Year's Day off following the posting of the Christmas schedule. Such requests shall be considered and granted by the Employer subject to operational requirements.

ARTICLE 19 - SENIORITY

1. **Seniority Defined** - Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to certification or recognition of the Union. Seniority is determined by date of hire for permanent full-time and permanent part-time employees and by hours worked for part-time employees. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement.

2. The Employer shall maintain two seniority lists:

Permanent Seniority List: A seniority list showing the current classification and date upon which each permanent full-time and permanent part-time employee's service commenced,

Part-time Seniority List: A seniority list showing the current classification and hours worked by part-time employees.

An up-to-date copy of these seniority list shall be sent to the Union and posted on all bulletin boards in February of each year.

Employees on the Permanent Seniority List shall have seniority over employees on the Part-time Seniority List.

3. If more than one employee is hired on the same day, the names will be placed in a "hat" and drawn. The employee whose name is drawn first shall be the employee deemed to have more seniority. This process shall take place in the presence of the employees affected and a member of the executive.

4. An employee shall not lose seniority rights if they are absent from work because of illness, accident, layoff less than one (1) year, or leave of absence approved by the Employer.

5. An employee shall lose seniority rights in the event:

(a) They are discharged for just cause and is not reinstated.

(b) They resign and does not withdraw their resignation within thirty-six (36) hours or the next business day.

- (c) They fail to return to work within seven (7) calendar days following a layoff and after being notified by Registered Mail to do so, unless through sickness or other just cause. It shall be the duty of the employee to keep the Employer informed of their current address.
 - (d) They are laid off for a period of twenty-four (24) months.
6. Should a full-time employee have to reduce a shift allotment for just cause, shifts should be evenly distributed throughout the part-time workers according to seniority, thus leaving the employee with a certain amount of shifts for a time period mutually agreed between Employer and employee. The arrangement shall be reviewed after twelve (12) months.
7. In the event that the Employer rehires a retired employee to work within (6) months of retirement, the employee shall have their service recognized for placement on the wage scale (Appendix "A"), and probation shall be waived if they are rehired in the same classification that they worked prior to retirement.

ARTICLE 20 - PROMOTIONS AND STAFF CHANGES

1. When a vacancy occurs or a new position is created, inside or outside the bargaining unit, the Employer shall notify the Union in writing and post for five business days, so that all members will know about the position and be able to make written application therefore. Where a new position is outside the bargaining unit the only obligation of the Employer arising from this Collective Agreement will be the posting itself set outside this Article Subsections (1) and (2).
2. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.
3. Both parties recognize:
- (a) The principle of promotion within the service of the Employer.
 - (b) That job opportunity should increase in account with ability and service.

4. Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications and ability to do the job in accordance with (2). Appointments from within the bargaining unit shall be made within one week of the posting and shall be filed within one week of appointment.
5. The successful applicant shall be placed on a trial period for up to three (3) months, conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position in the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary consistent with the classification. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority and wage or salary consistent with that classification.
6. Employees may request in writing to move from permanent full-time to permanent part-time status. The request shall include the number and type of shifts for which the employee wishes to be considered. If approved, the employee will be scheduled for shifts as operationally determined by the Employer until such time as a permanent part-time position becomes available for which the employee is able to fill.

In order to return to permanent full-time status an employee must apply for and be the successful candidate for a full-time position.

7. **Temporary Vacancies** – When a temporary vacancy of ninety (90) days or less occurs, the Employer is not required to post the position. The temporary vacancy shall be offered to the senior part-time employee within the department where the temporary vacancy occurred if the temporary vacancy is known more than seven (7) days prior to the posting of the next schedule. If the temporary vacancy becomes known with less than seven (7) days to the next posting, the vacancy will be offered to the senior part-time employee for the following schedule.

When a temporary vacancy is known to be for more than ninety (90) days, the Employer shall post and fill in accordance with Article 20.

A part-time employee who is filling a temporary vacancy shall have a date of hire upon commencement of the temporary position. If the employee returns to their unscheduled part-time position, their seniority will return to hours worked with credit given for the hours in the temporary vacancy.

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

The Union and the 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 20.

ARTICLE 21 - SAFETY, HEALTH AND WELFARE

1. The Parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness.
2. **Drug and Alcohol Clause** - Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees afflicted with alcoholism or drugs to undergo a co-ordinated program directed to the objective of their rehabilitation, at the discretion of the Employer. Employees shall be permitted to use days from their sick bank for time undergoing such treatment.
3. **Workplace Violence** – The Parties recognized that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 22 - NO DISCRIMINATION

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring,

wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in a trade union.

ARTICLE 23 - UNION NOTICES

The Union shall be permitted to post notices on the Employer's bulletin board for matters pertaining to Union business.

ARTICLE 24 - MANAGEMENT-LABOUR RELATIONS

For the efficiency of the service, it is agreed by both parties to this Agreement that a Management-Labour Relations Committee be set up. This Committee shall meet quarterly on the request of either party to this Agreement and at anytime by mutual agreement, and the party requesting a meeting, shall provide the other party with an agenda five (5) days before such meeting is held. The Committee shall consist of not more than four (4) non-union persons appointed by the Employer, and four (4) members of the Union.

Chairman of the Meeting - An Employer and a Union representative shall be designated as Joint Chairmen. The Union and the Employer shall alternate the duties of Chair from meeting to meeting.

Minutes of a Meeting - Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairmen as promptly as possible after the close of the meeting. The Union, the CUPE representative, and the Employer shall each receive two (2) signed copies of the minutes as soon as possible following the meeting.

ARTICLE 25 - REPLACEMENT OF EYE GLASSES, DENTURES AND/OR HEARING AIDS

The Employer shall consider, on an individual basis, replacement of eye glasses, dental work, dentures and/or hearing aids damaged by a resident while an employee was performing their duties.

ARTICLE 26 – PREGANCY / PARENTAL LEAVE

Pregnancy and parental leave shall be provided without loss of service or seniority in accordance with the Labour Standards Code, R.S.N.S., c.246, as amended. Where leave of absence is requested for both pregnancy leave and parental leave, the leaves of absence shall be taken consecutively.

The Employer may require medical verification of the employee's condition to such leave of absence and may also require further medical verification at the conclusion of the period of the leave of absence that the employee is physically able to resume normal duties upon return. Nothing in this agreement shall restrict the employer from requiring a pregnant employee, prior to their confinement, to go on such a leave of absence on the grounds that their physical condition while at work constitutes a hazard to themselves, their fellow employees or is interfering with their ability to perform their work. Leave of absence for pregnancy shall be granted with no loss of seniority or benefits.

There shall be no accrual of benefits during the period of the leave of absence.

ARTICLE 27 - MISCELLANEOUS

1. **Group Medical Plan** - The employees agree to share the cost the extended health medical plan. The Employer shall pay sixty-five (65) percent of the cost of the plan and the employee thirty-five (35) percent. The plan may include the employee's spouse.

This provision for a 65-35 cost sharing formula does not apply to premiums for AD&D, life insurance, dental coverage, LTD or any other existing benefit plan (other than a group health benefit plan).

This provision shall be effective on the date of signing the collective agreement.

2. Consideration shall be given to reasonable request for Departmental meetings.
3. **Designation of Supervisors** - Every employee shall be notified of the name of their immediate designated supervisor.
4. Employees required to transport residents to the hospital or medical facilities outside of Baddeck are not permitted to use their own vehicle unless insurance is

approved by the Administrator. All other trips with residents must be with Alderwood's vehicles, and only approved employees shall be permitted to drive these vehicles.

5. Any and all necessary shot or shots required by the Employer will be paid by the Employer.

6. **Responsibility Pay**

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 their regular hourly rate.

7. **LPN Facility Pay**

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 responsibility.

No LPN in receipt of this premium will be eligible to receive the LPN Responsibility Pay

8. **LPN – 25 Year Service Salary Increment**

Effective the date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification,

ARTICLE 28 – DISCIPLINE AND DISCHARGE

1. If an employee is disciplined by warning, suspension or other, it shall be removed from their files after three (3) years (unless there is other disciplinary action within

the three [3] year period). No reports of an adverse nature shall be used in any disciplinary proceeding without prior knowledge of the employee.

2. An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview. The Employee may use any Shop Steward in the building. First choice shall be their departmental Shop Steward.
3. A Steward or local union officer shall have the right to consult with a CUPE staff representative and to have the representative present at any discussion with supervisory personnel which might be the basis of disciplinary action.
4. **Personnel Records** - An employee shall have the right at anytime upon reasonable notice to have access to review their personal record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure, and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing

An employee shall have the right to make copies of any material contained in their personnel record at no cost to the Employee.

ARTICLE 29 – LAYOFF AND RECALL

1. A layoff shall be defined as a reduction in the workforce or a reduction in the guaranteed hours of work of employees who hold positions.
2. Both parties recognize that job security should increase in proportion to the length of service. Therefore in the event of a layoff, employees shall be laid off in reverse order of their seniority by classification within each department affected by the layoff provided that those employees being retained have the skills, abilities and qualifications to perform the work required.
3. Employees shall be recalled in the order of their seniority provided those

employees being recalled have the skills, abilities and qualifications to perform the work required.

4. The Employer shall notify employees who are to be laid off fourteen (14) working days prior to the effective date of the layoff.
5. No new employee shall be hired until those laid off who have seniority have been given an opportunity for recall, provided that the laid off employees have the skills, abilities and qualifications to perform the work required.
6. Employees on layoff shall notify the Employer of any changes in their address or phone number during the period of layoff.
7. In the event a layoff is to occur the Employer will meet with the Union to prior to issuing any notices to employees to discuss the procedures for the layoff.

ARTICLE 30 – JOB DESCRIPTIONS

When a new job description is created or when an existing job description is revised, the Union will be provided with a copy of the new job description. The Union will have 15 days to provide any feedback on the job description. The Employer may incorporate such feedback in the final version.

ARTICLE 31 - COURT AND JURY DUTY

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court;
 - (ii) before an Arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it, or;

- (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

Any employee given leave of absence with pay to serve on a jury pursuant to the above article shall have deducted from their salary an amount equal to the amount that the employee received for such jury duty.

ARTICLE 32 - STRIKES AND LOCKOUTS

The Employer agrees there shall be no lockout of employees and the Union agrees that there shall be no strike, walkout, slow down, or other collective action which will stop, curtail or interfere with the operation of Alderwood Corporation during the term of this Agreement. In the event that there is to be a legal strike, both parties agree to sit down and agree upon essential services that are to be maintained.

ARTICLE 33 - ORIENTATION - LPN'S & C.C.A'S

Orientation of an LPN and C.C.A shall consist of:

- Two (2) days with the option for more with an L.P.N. or C.C.A.;
- One (1) evening shift with an L.P.N. or;
- Two (2) night shifts with an L.P.N. or C.C.A.;
- Two (2) days with the option for more in each position for other departments.

It is agreed that the Employer will pay fifty cents (\$.50) extra per hour to employees who will be required to orientate new employees.

The employee providing orientation to new employees will introduce the new employee to a member of the Executive of the Union. The Union Officer shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first day of orientation for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 34 - JOB SECURITY

The Employer shall not contract out work of the Bargaining Unit if to do so would cause undue or unnecessary hardship for members of the Bargaining Unit. No Bargaining Unit member shall be terminated, laid off from employment, or have their hours of work reduced as a result of the employer contracting out work.

ARTICLE 35 - FOR THE GOOD OF THE UNION

One (\$0.01) Cent Per Member Per Hour for International Solidarity Union Aid - The Employer shall deduct on a weekly basis one (\$0.01) cent per hour from the wages of all members of the Bargaining Unit and prior to the 15th of the month following, remit that amount to Union Aid, CUPE's International Solidarity Fund. The Employer shall include, with the remittance, the number of employees for whom contributions have been made. Prior to the 15th day of each year, the Employer shall forward to the Fund a list of contributions made by each employee for the preceding year. The first deduction for the Fund will be made for the fourth week following the ratification of this Agreement.

It is understood that participation by any employee in the Bargaining Unit in the program of deductions set forth, may be discontinued by any employee in the Bargaining Unit, after the receipt by the Employer and the Union of that employee's written statement of desire to discontinue participation.

ARTICLE 36 – TEMPORARY EMPLOYEES

A Temporary Employee filling a full time position shall earn holidays, vacation, sick time to use, benefits, etc. while working full time hours.

ARTICLE 37 - SPECIAL PROVISION - ESSENTIAL SERVICES

The parties agree that should a legal work stoppage affect the Home, discussion shall be held with the Union to determine what services shall be provided by Union members essential to the needs of the Home, in continuing care for residents.

ARTICLE 38 – RECLASSIFICATION

When a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the new classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 39 – UNIFORM/BOOT ALLOWANCE

The Employer shall provide to each maintenance employee up to two hundred and twenty-five dollars (\$225) every two (2) years, the same to be reimbursed on a receipt basis only. The Employer shall also provide hairnets for all Dietary staff.

ARTICLE 40 – DUTY TO ACCOMMODATE

Where an Employee is unable to perform their job duties due to a disability or another protected ground under the Nova Scotia *Human Rights Act*, the Employer and the Union have a duty to accommodate that employee up to the point of undue hardship, so long as that employee is actively participating in the accommodation process.

ARTICLE 41 – DURATION

1. This Agreement shall be in effect from November 1, 2014 to October 31, 2023, and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.
2. 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.

IN WITNESS WHEREOF the Alderwood Guest Home Employees Union, Local 1635, of the Canadian Union of Public Employees, by its President and Secretary.

SIGNED, SEALED AND DELIVERED by the Parties hereto, this 2nd day of August, A.D., **2023**.

SIGNED on behalf of
ALDERWOOD CORPORATION

Per: *Robert MacLean*

Per: _____

Per: _____

) **SIGNED** on behalf of **THE CANADIAN**
) **UNION OF PUBLIC EMPLOYEES,**
) **LOCAL UNION 1635**

) Per: *Ashley Ancoia*

) Per: _____

) Per: _____

APPENDIX "A"

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 Workers/ Housekeeping/Laundry (with training)	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Environmental Services Worker (with training)	Probationary Rate	\$17.0427	\$35,449	\$17.2986	\$35,981	\$17.5581	\$36,521	\$18.4956	\$38,471	\$19.0504	\$39,625	\$19.1457	\$39,823
	Regular Rate	\$17.3325	\$36,052	\$17.5926	\$36,593	\$17.8565	\$37,142	\$18.7940	\$39,092	\$19.3579	\$40,264	\$19.4546	\$40,466

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
				Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
Personal Care Worker	Regular Rate	\$18.5968	\$38,682	\$18.8763	\$39,263	\$19.1594	\$39,852

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

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 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 in Training	Start	\$17,5621	\$36,530	\$17,8258	\$37,078	\$18,0932	\$37,634	\$18,6360	\$38,763	\$18,7292	\$38,957
	After 1 year	\$17,9157	\$37,265	\$18,1847	\$37,824	\$18,4574	\$38,391	\$19,0112	\$39,543	\$19,1062	\$39,741
	After 2 years	\$18,2687	\$37,999	\$18,5430	\$38,569	\$18,8211	\$39,148	\$19,3858	\$40,322	\$19,4827	\$40,524
	After 3 years	\$18,6097	\$38,707	\$18,8884	\$39,288	\$19,1717	\$39,877	\$19,7469	\$41,074	\$19,8456	\$41,279
	After 4 years	\$18,9633	\$39,443	\$19,2473	\$40,034	\$19,5360	\$40,635	\$20,1221	\$41,854	\$20,2227	\$42,063

**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 in Training" as per the MOA re: CCAs, signed March 29, 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	
Continuing Care Assistant (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%		DOR		% 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	DOR Hourly Rate	DOR Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Licensed Practical Nurse (LPN)	Start	\$26,5566	\$55,238	\$26,9551	\$56,067	\$27,3594	\$56,908	\$28,1802	\$58,615	\$28,1802	\$58,615	\$28,3211	\$58,908
	After 1 year	\$27,1650	\$56,503	\$27,5724	\$57,351	\$27,9860	\$58,211	\$28,8255	\$59,957	\$28,8255	\$59,957	\$28,9697	\$60,257
	After 2 years	\$27,7520	\$57,724	\$28,1682	\$58,590	\$28,5907	\$59,469	\$29,4484	\$61,253	\$29,4484	\$61,253	\$29,5957	\$61,559
	After 3 years	\$28,5212	\$59,324	\$28,9490	\$60,214	\$29,3832	\$61,117	\$30,2647	\$62,951	\$30,2647	\$62,951	\$30,4160	\$63,265
	After 25 years									\$31,3240	\$65,154	\$31,4806	\$65,480

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
Ward Clerk	Probationary Rate	\$18.3759	\$38,222	\$18.6516	\$38,795	\$18.9313	\$39,377	\$19.4993	\$40,559	\$19.5968	\$40,761
	Regular Rate	\$18.6883	\$38,872	\$18.9686	\$39,455	\$19.2532	\$40,047	\$19.8308	\$41,248	\$19.9299	\$41,454
Recreation Special Programmer (without PCW course)	Probationary Rate	\$19.6498	\$40,871	\$19.9444	\$41,484	\$20.2436	\$42,107	\$20.8509	\$43,370	\$20.9552	\$43,587
	Regular Rate	\$19.9838	\$41,566	\$20.2833	\$42,189	\$20.5875	\$42,822	\$21.2052	\$44,107	\$21.3112	\$44,327
Activity Worker (with PCW course)	Probationary Rate	\$19.6498	\$40,871	\$19.9444	\$41,484	\$20.2436	\$42,107	\$20.8509	\$43,370	\$20.9552	\$43,587
	Regular Rate	\$19.9838	\$41,566	\$20.2836	\$42,190	\$20.5878	\$42,823	\$21.2055	\$44,107	\$21.3115	\$44,328
Physio Assistant (with course) (Physio Aide)	Probationary Rate	\$19.8231	\$41,232	\$20.1205	\$41,851	\$20.4223	\$42,478	\$21.0349	\$43,753	\$21.1401	\$43,971
	Regular Rate	\$20.1602	\$41,933	\$20.4625	\$42,562	\$20.7694	\$43,200	\$21.3925	\$44,496	\$21.4995	\$44,719
Maintenance I	Probationary Rate	\$20.7187	\$43,095	\$21.0295	\$43,741	\$21.3449	\$44,397	\$21.9852	\$45,729	\$22.0952	\$45,958
Cook (2nd cook)	Regular Rate	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
Activity Worker (Comm College Diploma in Recreation)	Probationary Rate	\$22.2348	\$46,242	\$22.5652	\$46,936	\$22.9036	\$47,640	\$23.5907	\$49,069	\$23.7087	\$49,314
	Regular Rate	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Physio Assistant (Physiotherapy Assistant Course) (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	\$23.1460	\$48,144	\$23.4932	\$48,866	\$24.1980	\$50,332	\$24.3190	\$50,583
<i>NOTE: Proposed rates for Physiotherapist Assistant apply where the Physiotherapist Assistant is currently a member of the bargaining unit.</i>											
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	\$48,514	\$23.7226	\$49,343	\$24.4343	\$50,823	\$24.5565	\$51,078
Dietician	Probationary Rate	\$27.8974	\$58,027	\$28.3159	\$58,897	\$28.7406	\$59,781	\$29.6029	\$61,574	\$29.7509	\$61,882
	Start	\$28.3717	\$59,013	\$28.7973	\$59,898	\$29.2292	\$60,797	\$30.1061	\$62,621	\$30.2566	\$62,934
	After 1 year	\$29.5977	\$61,563	\$30.0415	\$62,486	\$30.4922	\$63,424	\$31.4069	\$65,326	\$31.5640	\$65,653
	After 2 years	\$32.0511	\$66,666	\$32.5319	\$67,666	\$33.0199	\$68,681	\$34.0105	\$70,742	\$34.1806	\$71,096
	After 3 years	\$33.2771	\$69,216	\$33.7762	\$70,255	\$34.2829	\$71,308	\$35.3113	\$73,448	\$35.4879	\$73,815
	After 4 years	\$34.6139	\$71,997	\$35.1330	\$73,077	\$35.6600	\$74,173	\$36.7298	\$76,398	\$36.9134	\$76,780
	After 5 years	\$35.9503	\$74,777	\$36.4897	\$75,899	\$37.0371	\$77,037	\$38.1482	\$79,348	\$38.3389	\$79,745
	After 6 years	\$37.3998	\$77,791	\$37.9607	\$78,958	\$38.5301	\$80,143	\$39.6860	\$82,547	\$39.8845	\$82,960

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.

APPENDIX "B" - LPN Practice Premium

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

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

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

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

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

This premium shall be prorated for Part-time 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 they work or may choose to take voluntarily regardless of the location or service they work. 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.

MEMORANDUM OF AGREEMENT

THE PARTIES AGREE the Director of Support Services will not normally perform routine duties in the Housekeeping Department; however, non-routine duties may be performed such as:

- stripping and waxing floors
- wallpapering
- special events
- emergencies

Agreed by the parties this *7th* day of *August*, 2023.

FOR THE UNION

Ashley Arcin

FOR THE EMPLOYER

Heather MacLean

**MEMORANDUM OF AGREEMENT
ALDERWOOD AND CUPE, LOCAL 1635**

SENIORITY

THE PARTIES AGREE THAT, seniority shall be based on original date of hire for the following employees:

Jamie Lynn MacLeod
Erin Dauphney-MacDonald
Chris Nicholson

Agreed by the parties this *2nd* day of *August*, 2023.

FOR THE UNION

Ashley Amcoir

FOR THE EMPLOYER

Leathur MacLean

**MEMORANDUM OF AGREEMENT
ALDERWOOD AND CUPE, LOCAL 1635**

LTD PLAN

THE PARTIES AGREE THAT the parties wish to discuss an LTD plan, if so desired and agreed upon by all. This LTD plan would be 100% employee paid.

Agreed by the parties this *2nd* day of *August*, 2023.

FOR THE UNION

Ashley Arcain

FOR THE EMPLOYER

Justin McLean

**MEMORANDUM OF AGREEMENT
ALDERWOOD AND CUPE, LOCAL 1635**

ARTICLE 19 - SENIORITY

THE PARTIES AGREE THAT they wish to make clear the process pursuant to the changes in Article 19, Seniority, in this contract, by which part time employees will as of date of signing accumulate seniority based upon hours worked.

At the date of signing of this contract, all current part-time employees will be placed on the seniority list based upon hours worked up to that date, and will accumulate seniority based on hours worked on a go forward basis.

It is understood between the parties that when a part-time employee is appointed to either a permanent full-time or permanent part-time position, their seniority will change from being based on hours worked, to being based on original Date of Hire as a part-time employee.

Agreed by the parties this *2nd* day of *August*, 2023.

FOR THE UNION

Ashley Ancin

FOR THE EMPLOYER

Leather MacLean

**MEMORANDUM OF AGREEMENT
ALDERWOOD AND CUPE, LOCAL 1635**

DENTAL PLAN

The parties agree that dental benefits will be made available to all permanent employees in the bargaining unit in accordance with the following:

1. Dental benefits will be made available to permanent employees in the bargaining unit effective January 1, 2014.
2. Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to endure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

Agreed by the parties this 20th day of August, 2023.

FOR THE UNION

Ashley Arcovich

FOR THE EMPLOYER

Justin Trevisan

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.

Agreed by the parties this *2nd* day of *August*, 2023.

FOR THE UNION

Anthony Avici

FOR THE EMPLOYER

Richard MacLean
