

COLLECTIVE AGREEMENT

BETWEEN

OCEAN VIEW CONTINUING CARE CENTRE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 1245

Term: November 1, 2020 - October 31, 2023

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THIS AGREEMENT made and entered into the 2nd day of June A.D., 2023.

BETWEEN:

OCEAN VIEW CONTINUING CARE CENTRE,
in the Halifax Regional Municipality, Province of Nova Scotia,
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1245,
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PURPOSE

WHEREAS the primary purpose and concern of the Employer is service to the residents rendered directly through the staff and indirectly through volunteers;

AND WHEREAS it is clearly understood that at all times and under all circumstances the primary, chief and main consideration is the welfare of the residents;

AND WHEREAS in the implementation of this Agreement due consideration has been given to the interest of all parties directly or indirectly affected or concerned;

AND WHEREAS it is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as manager of the Ocean View Continuing Care Centre so as to give the highest possible standard of service and care to its residents:

The right to select, hire, transfer, promote, demote, lay-off, rehire, suspend or discharge for cause, and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the Employer in a discriminatory manner, and further provided that a claim for discriminatory promotion, demotion, or transfer or a claim that an employee has been discharged, suspended, disciplined or demoted without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 3 - RECOGNITION AND INTERPRETATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1245 as the sole and exclusive collective bargaining agent for its employees at Ocean View Continuing Care Centre, Halifax County, Nova Scotia, but excluding Registered Nurses, Licensed Practical Nurses, Executive Director, Directors, Managers, Supervisors, office employees and those excluded by clauses (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*. This Collective Agreement is fully applicable to all part-time or temporary employees as follows.
- 3.02 Part-time employee means one who is employed on a regular scheduled basis but who works less than the schedule for a full-time employee and is entitled to all benefits on a pro rata basis.
- 3.03 Temporary employee means one who has been employed by the Employer to relieve for vacation, sickness, leave of absence or other reason but does not include any persons hired to fill a regular job vacancy or a new position.
- 3.04 Casual employee means one who is employed on a day-to-day basis. The provisions of the Collective Agreement will not apply to casual employees, except as provided in Article 15.03. Once hired from a casual position to a bargaining unit position, any banked union time worked shall be included for the purposes of the Union seniority list.
- 3.05 A Working Day is any day excluding Saturday, Sunday or a Holiday pursuant to Article 18.01, except for the purposes of Articles 22.01, 22.02 and 22.03, in which case a Normal Working Day is any day on which an employee is scheduled to work. Any other reference to a Day refers to a time span of exactly 24 hours measured from one midnight to the next.

- 3.06 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or unanticipated circumstances or emergencies when regular employees are not available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
- 3.07 No employee shall be required or permitted to make a written or verbal agreement with the Employer or representative which may conflict with the terms of this Collective Agreement.
- 3.08 Bargaining unit employees who are engaged in orientation by the Employer shall be paid in accordance with their classification in Appendix "A".
- 3.09 Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa as the context requires.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, ethnic, national or aboriginal origin, family status, marital status, common-law relationship, place of residence, nor by reason of their membership in a trade union.

ARTICLE 5 - CHECK-OFF

- 5.01 The Employer agrees to deduct Union dues from all employees commencing with the employee's first bi-weekly pay.
- 5.02 Deductions shall be made bi-weekly from the payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) of the month following, accompanied by two (2) lists of the names, addresses, phone numbers and classifications of employees from whose wages the deductions have been made. The Employer shall notify the Union each month of the total gross earnings for all employees in the bargaining unit.
- 5.03 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 (full-time, part-time, temporary)

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 6 - UNION SECURITY

- 6.01 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 continued employment, become and remain members in good standing in the Union after completing four hundred and eighty (480) hours worked.

ARTICLE 7 - EMPLOYER WILL ACQUAINT NEW EMPLOYEES

- 7.01 A Union representative of the Local will be permitted thirty (30) minutes with new employees during the Employer's orientation program.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or such delegate as the Union may from time to time and/or for specific purposes be given notice) and the Secretary of the Union.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

- 9.01 A Labour-Management Committee shall be established consisting of not more than four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interest of improved service to the public, and job security for the employees.

9.02 The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (2) Improving and extending service to the public;
- (3) Promoting health and safety;
- (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (5) Correcting conditions causing grievances and misunderstandings;
- (6) Other matters of mutual concern.

A written agenda from Union and Management of all subjects to be discussed shall be prepared and circulated no later than three (3) business days prior to any meeting. Other matters of concern to the Committee may be discussed.

9.03 The Committee shall meet a minimum of once in every three (3) months. Such meetings may be called by either party. Other meetings may be held as mutually agreed upon. Duration of each meeting will not exceed one and one-half (1½) hours. Any business not concluded will be discussed at a further mutually agreed meeting date within one week. Employees shall not suffer any loss of pay for time spent with this Committee.

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

9.05 Minutes of each meeting of the Committee shall be prepared by the Employer and shall be distributed to the members of the Committee not later than one calendar week after the date of the meeting. The Employer may designate an individual outside of the Labour-Management Committee to act as note-taker and to prepare minutes of each meeting.

9.06 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 have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

- 10.01 A Union bargaining committee shall be appointed and consist of not more than four (4) members of the Union. The Union shall advise the Employer of the Union nominees to the Committee.
- 10.02 The Union shall have the right at any time to have the assistance of representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 10.03 Up to four (4) representatives of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend negotiating sessions held within working hours without loss of pay and benefits.
- 10.04 The Employer shall make available to the Union on request information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and benefit plans and all other non-confidential information required for collective bargaining purposes, provided that such information is in the possession of the Employer.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Grievance Committee and the Union stewards. The duty of each steward shall be to assist any employee working in his department or the group of departments which such steward represents, in preparing and in presenting their grievances in accordance with the grievance procedure.
- 11.02 The Union shall notify the Employer in writing of the name of each steward and the departments they represents, before the Employer shall be required to recognize them. The Union shall supply the Employer with the names of its officers and the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 11.03 In order that the work of the Employer shall not be unreasonably interrupted, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.
- 11.04 Should a dispute arise between the Employer and any employees or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, such dispute shall be settled without interruption of the Employer's business where possible, and shall be dealt with in the following manner:

STEP 1

The aggrieved employee, accompanied by his department steward, or the steward only in the event a group of employees is involved, shall submit the grievance in writing to the immediate supervisor within two (2) calendar weeks from the date that the incident giving rise to the dispute occurred. The immediate supervisor shall have a maximum of two (2) calendar weeks to render their decision.

STEP 2

If the decision of the immediate supervisor is unacceptable to the Union, the Union may submit the matter in writing to the Director of the portfolio concerned within two (2) calendar weeks from the date on which the immediate supervisor rendered his decision. The Director of the portfolio shall have a maximum of two (2) calendar weeks in which to render their decision.

STEP 3

If the decision of the Director of the portfolio is unacceptable to the Union, the Union may submit the matter to the Executive Director in writing within two (2) calendar weeks from the date the Director of the portfolio rendered his decision. The Executive Director shall render their decision in writing within three (3) calendar weeks after receipt of such notice. Before rendering his decision, said Executive Director shall afford an opportunity to the President of the Union or his Local Designate, to the Steward involved, and the grievor to discuss with them the subject matter of the grievance.

STEP 4

Failing satisfactory settlement being reached in Step 3, the Union may, within two (2) calendar weeks from the day the Executive Director rendered their decision, refer the dispute to arbitration.

- 11.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance Step 1 of this Article may be by-passed.
- 11.06 The Union and its representatives shall have the right to originate a grievance and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.
- 11.07 An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third (3rd) step of the grievance procedure for preferred handling.
- 11.08 Replies to grievance shall be in writing at all stages.

- 11.09 Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 11.10 The Employer shall supply the necessary facilities for the grievance meetings.
- 11.11 In cases of dismissal, if the Executive Director finds that an employee has been unjustly suspended or discharged, the Executive Director shall make an order restoring to the employee or to the Union, all rights and benefits provided, by this Agreement, including reimbursement of wages lost.
- 11.12 The Parties acknowledge and agree that the intended purpose of presenting a grievance before an arbitration board shall be to seek a real determination of the matter in dispute and to enable the Board to render a decision which it deems just and equitable.
- 11.13 After a grievance has been initiated by the Union, the Employer's representative shall not enter into negotiations with respect to the grievance except by mutual consent. A Union officer shall be present during any such negotiations.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee. Within one (1) calendar week thereafter, the other party shall answer in writing indicating agreement or the name of its nominee.
- 12.02 If the Parties fail to agree on an arbitrator, either Party may request that the appointment be made by the Minister of Environment and Labour for the Province of Nova Scotia.
- 12.03 The Arbitrator shall determine their own procedure within the terms of this Agreement and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and render a decision within two (2) calendar weeks from the time the Arbitrator is appointed, or within such longer time as may be mutually agreed upon.
- 12.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not 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 a grievance by an arrangement which they deem just and equitable as long as it does not conflict with the provisions of the Agreement.

- 12.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene the hearing to clarify the decision, which they shall do within one (1) calendar week.
- 12.06 Each party shall share equally the fees and appropriate expenses of the Arbitrator unless changed by legislation.
- 12.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 An employee who has completed their probationary period may be dismissed or suspended but only for just cause and only if on the authority of the department head or designate. When an employee is discharged or suspended, they shall be given the reason for such discharge or suspension promptly in writing by the Employer.
- 13.02 An employee who considers that they have been wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 13.03 Whenever the Employer or their authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within two (2) calendar weeks thereafter, give written particulars of such censure to the employee involved, with a copy to the Secretary of the Union.
- 13.04 The record of an employee shall not be used against them at anytime after twelve (12) months following a suspension or disciplinary action, including letter of reprimand or any adverse reports, except where the nature of the offense is recurring or repeating of a major offense, in which case the record of an employee shall not be used against them at any time after thirty-six (36) months.
- 13.05 In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee, except such evidence may be further substantiated by documentation and/or witnesses.
- 13.06 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line, provided the employee can demonstrate that their safety was in jeopardy. Failure to cross such a legal picket line under such circumstances by a member of this Union shall not be considered a violation of this Agreement, nor

shall it be grounds for disciplinary action, other than loss of pay for the period involved.

- 13.07 Right to have Steward Present - An employee shall have the right to have their Steward or one of the Local Union members present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- 13.08 Access to Personnel File - An employee shall, upon providing two (2) working days' notice, have the right during normal office hours to have access to and review their personnel file in the presence of the Supervisor or Manager and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. It is understood that there shall only be one personnel file recognized as the official file.
- 13.09 Use of Demotion as Discipline - Demotion shall not be used as a disciplinary measure.
- 13.10 The Employer and the Union agree that video surveillance cameras will be used to ensure the safety and security of clients. The Employer agrees that the video surveillance cameras will not be used as a performance tool.

ARTICLE 14 - SENIORITY

- 14.01 "Seniority" is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, recall and reduction of the work force.
- 14.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Should the Union or any employee allege an error in the seniority list, a written objection must be sent to the Employer. The employees and/or the Union will endeavor to provide such notice within forty-five (45) days of the date the list was posted.
- 14.03 A newly hired employee shall be on probation for a period of seven hundred and twenty (720) hours worked from the date of hiring. The parties may agree, in writing, to extend an employee's probationary period by up to three hundred sixty (360) hours. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 An employee shall cease to be an Employee and thus forfeit seniority rights in the event that such Employee:

- 1) voluntarily leaves the service of the Employer;
- 2) resigns in writing and does not withdraw such resignation within two (2) business days;
- 3) is discharged for just cause and is not reinstated;
- 4) is absent from work for more than one calendar week without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
- 5) is laid off for a period longer than two (2) years (recall period) except where employed within such recall period for casual or temporary employment of six (6) months or less in which case the recall period is extended by the total of the shifts worked during the two (2) year recall period. For a temporary period of employment in excess of six (6) months, the two (2) year recall period shall recommence at the completion of the temporary period;
- 6) fails to return to work within one (1) calendar week following a recall for employment in excess of three (3) months and after being notified by registered mail to do so, unless through sickness and notice of such sickness is given to the Executive Director President and CEO before the expiration of one (1) calendar week aforesaid. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration (under three (3) months) shall not lose their recall rights for refusal to return to work;
- 7) has been approved for benefits under the LTD Program and has not returned to work within forty-eight (48) months from the time the Employee commenced the elimination period specified in the LTD Program.

14.05 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the Unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

14.06 Subject to Article 14, an employee shall not lose seniority, but shall not accumulate seniority when they are on layoff.

ARTICLE 15 - PROMOTIONS & STAFF CHANGES

- 15.01 When a vacancy occurs or a new position is created in a regular full-time or regular part-time position inside of the bargaining unit, the Employer shall notify the Union in writing and shall post notice of the position within three (3) weeks on all staff bulletin boards for a minimum of one (1) calendar week, so that all members will know about the vacancy or new position.
- 15.02 Such notice shall contain the following information: nature of position, qualifications required; knowledge and education; skills; number of guaranteed shifts, unit and wage or salary rate or range. Such qualifications and requirements shall not be established in a discriminatory manner. Operational requirements may cause reassignments when necessary.
- 15.03 No application received from outside advertisements for any vacancy shall be processed until the applications of present, qualified employees, have been fully processed. All present, qualified employees will have first opportunity to fill all vacant positions.
- 15.04 Transfer Roster

The Employer agrees to maintain a transfer roster of names of employees to be considered in the event of an opportunity for transfer to a temporary bargaining unit position in the Centre. Employees shall be responsible for submitting a request for transfer on the appropriate form, indicating the preferred area and rotation. Employees may modify their request at any time by giving notice to the Employer on the appropriate form. A new transfer roster will be issued every twelve (12) months and, when issued, will replace all previous rosters and correspondence.

When a temporary bargaining unit position of six (6) weeks or more is to be filled the Employer shall notify the Union that Article 15.04 will be utilized.

Transfers will only be considered when there is no change in the classification.

An employee who refuses a transfer will have their his/her name removed from the transfer roster unless another request for transfer is submitted. All refusals shall be documented in writing by the employee.

The Employer, in determining transfers will consider all applicants noted on the transfer roster in accordance with Article 15.06 of the Collective Agreement. The Employer will be under no obligation to consider any applicant whose name does not appear on the roster at the time a decision is made to fill the position.

When all transfers have been made, the Employer will advise the Union of the name of the successful candidate(s) and post the remaining position vacancy in accordance with Article 15.01.

During the course of their orientation, new employees will be made aware of the fact that the transfer roster is in effect.

15.05 Both parties recognize:

- 1) the principle of promotion within the service of the Employer.
- 2) that job opportunities should increase in proportion to length of service and required qualification.

Therefore, in making staff changes, transfers, or promotions in the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

15.06 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 15.05.

15.07 The successful applicant from within the bargaining unit shall be placed on trial for a period of four hundred and eighty (480) hours worked. Conditional upon satisfactory service, the employee shall be declared permanent after the period of four hundred and eighty (480) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform or unwilling to continue the duties of the new job classification, he shall within twenty-eight (28) calendar days, be returned to his former position, wage or salary rate, without loss of seniority. The time period for returning an employee to his former position shall not run during the summer schedule or Christmas schedule, unless operationally feasible. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. An employee will be limited to one (1) transfer back to his original position, at his request, within a 12-month period.

- 15.08 Consideration for promotion will be given to applicants from within the bargaining unit who do not possess the required qualifications, but who are preparing for qualifications prior to filling of vacancy. If such an applicant is chosen for the promotion, they may be given a trial period to qualify.
- 15.09 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.
- 15.10 An employee unable through injury or illness to perform his normal duties shall be provided with alternate suitable employment provided that such employment is available.
- 15.11 An employee who, through advancing years, is unable to perform their normal duties, shall be provided with alternate suitable employment, provided that such employment is available.
- 15.12 The Employer agrees to the principle of on-the-job training so that employees shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy. Training and re-training as required by the Employer shall be given employees during regular working hours at straight time rates.
- 15.13 (a) The Employer agrees to the principle of on-the-job continuing education and training so that employees shall have the opportunity to receive continuing education and qualify for promotion or transfer, in the event of a vacancy. Continuing education and training as required by the Employer shall be given to employees during regular working hours at straight time rates.
- (b) The Employer shall provide and fund any Employer required training/education for an employee.
- (c) 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.
- (d) If the Employer permits, an employee may bank the hours earned in paragraph (c). Any banked hours shall be taken at a mutually agreed time.
- (e) 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.
- (f) The Employer will bulletin job related continuing education, training and trial programs for employees. The bulletin will be posted electronically and shall contain the following information:

- 1) Type of course (subject and materials to be covered);
- 2) Time, duration and location of the course;
- 3) Basic minimum qualifications required for applicants;
- 4) Where applicable, this course may become a job qualification.

This bulletin shall be posted as early as possible on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

ARTICLE 16 - LAY-OFFS AND RECALLS

- 16.01 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- 16.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee affected by a lay-off in his classification, may bump any employee with less seniority, in an equal or a lower classification in the bargaining unit, provided the employee exercising this option is capable of performing the work of the less senior employee, within the notice period. The Employer will be notified by the affected employees in sufficient time to affect the lay-off of the last bumped employee, within the original lay-off notice date of fourteen (14) days.
- 16.03 Employees shall be recalled in the order of their seniority provided the employee has the required qualifications.
- 16.04 No new employees shall be hired until those laid off have been given an opportunity of recall.
- 16.05 In the event of cessation of work caused by fire, an act of God, government or municipal intervention, strike or other cause, over which the Employer has no control, the above mentioned notice periods shall be null and void.

ARTICLE 17 - HOURS OF WORK, OVERTIME AND SHIFT WORK

- 17.01 Employees shall be required to work up to eighty (80) hours biweekly and shift work, when necessary, shall apply. All Employees shall be required to work eight (8) hour shifts. CCA/PCWs and Food Services staff (Dietary Aides) shall work a

combination of eight (8) and twelve (12) hour shifts. Shift lengths of four (4), hours may be scheduled for part-time employees working as dietary aides only (this does not prevent the Employer from offering and employees from accepting periods of work of varying lengths that are not part of their posted schedule).

- 17.02 All employees shall have a thirty (30) minute paid lunch period within an eight (8) hour shift or a forty-five (45) minute paid lunch period within a twelve (12) hour shift.
- 17.03 Part-time employees shall be given preference for extra shifts up to full-time hours based on seniority, subject to operational requirements. Part-time employees shall indicate their availability for extra shifts in writing using the appropriate forms in accordance with the Employer's policy. Documentation for refusal will only be for the purposes of verification of the call. The Employer shall give every possible consideration for an employee's preferred work location.
- 17.04 All employees covered by this Agreement shall be permitted sixty (60) minutes of break time, inclusive of the lunch period, during an eight (8) hour shift as scheduled by the Employer. All employees working a twelve (12) hour shift shall be permitted ninety (90) minutes of break time, inclusive of the lunch period as scheduled by the Employer. Employees who work a shift which is more than four (4) hours but less than five (5) hours shall be permitted a fifteen (15) minute break. Employees who work a shift which is between five (5) hours and seven (7) hours in duration shall be permitted a thirty (30) minute break.
- 17.05 Employees required to work double shifts, that is, two (2) consecutive eight (8) hour shifts, shall receive time and one-half (1½) the regular rate for the second shift.
- 17.06 All employees covered by this Agreement shall receive two (2) consecutive days off each week unless it has been agreed otherwise by both parties.
- 17.07 Where possible, days off will be planned in such a way so that the employees shall receive week-ends off in rotation. This Article applies to full and part-time employees.
- 17.08 Any work performed in excess of eighty (80) hours in any bi-weekly pay period or in excess of any eight (8) or twelve (12) hour shift as scheduled in any one day shall be considered as overtime and paid for at the rate of time and one-half (1½) the regular rate.
- 17.09 Maintenance Department Call Back Procedures
 - (a) The Employer agrees to the principle of equal sharing of call back opportunities.

- (b) The Employer agrees to establish a callback list, which shall include the names of all maintenance employees.
 - (c) The Employer will call back employees for work in a rotational order provided that the employee is able to perform the task that is required.
 - (d) If the employee is not able to perform the task required the Employer may call the next employee on the list that is able to carry out the required task.
- 17.10 An employee required to return to duty (call-back) shall receive three (3) hours pay at the employee's prevailing rate whether or not the employee continues to be employed for a three (3) hour period. If such call-back extends beyond the three (3) hour period, all time worked shall be paid for at the rate of time and one-half (1½).
- 17.11 An employee may take time off in lieu of overtime worked if it is mutually agreeable to both the employee and the Employer.
- 17.12 Every attempt will be made to schedule in such a way that there will be sixteen (16) hours' rest between eight (8) hour shifts and twelve (12) hours rest between (12) hour shifts.
- 17.13 When an employee is called in to work between 11:00 p.m. and 7:00 a.m. or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the Employer.
- 17.14 Employees required and/or scheduled to work a split shift shall be paid an additional \$4.00 per day.
- 17.15 The work schedule for all full-time and part-time employees shall be posted in an appropriate place at least one (1) calendar week in advance covering a four (4) week period. Such posting shall be made at least three (3) calendar weeks prior to the summer vacation/Christmas season. The Employer further agrees that posted schedules are not subject to change without fourteen (14) days prior notice, or unless mutually agreed between the employee and the Employer during these two (2) peak seasons.
- 17.16 All requests for holiday time or shift exchanges between employees will be submitted in writing.
- 17.17 At the time of the change from standard to daylight savings time, employees working the night shift shall each work seven (7) hours or eleven (11) hours and be paid for seven (7) hours or eleven (11) hours as applicable. When reverting from daylight savings time to standard time, employees will each work nine (9) hours or thirteen (13) hours as applicable and be paid accordingly.

17.18 Shift Premium

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

17.19 Weekend Premium

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

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 All employees covered by this Agreement shall be granted the following holidays with pay:

Nova Scotia Heritage Day	Labour Day
Second (2 nd) Monday in February	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
Natal Day	New Year's Day

Any other day appointed by proclamation of the Governor General of Canada or the Lieutenant Governor of Nova Scotia as a general holiday.

- 18.02 (a) If a full-time employee works on a holiday listed in Article 18.01, the employee will be compensated at the rate of time and one-half (1½) the employee's regular rate of pay and, at the employee's option, shall receive either:
- (i) eight (8) hours off in lieu of the holiday to be taken by March 31st at a time mutually agreeable to the Employer and employee; or
 - (ii) eight (8) hours pay in lieu of the holiday at the employee's regular rate of pay. Any such hours are to be paid out to employees by April 30th.
- (b) If a part-time employee works on a holiday listed in Article 18.01, the employee will be compensated at the rate of time and one-half (1½) the employee's regular rate of pay and shall receive pay in lieu of the holiday

on a pro rated basis at the employee's regular rate of pay. Any such hours are to be paid out to employees twice per year.

- (c) The parties agree that any requests for holiday lieu time off, pursuant to Article 18.02, must be submitted to the Employer, in writing, at least one (1) week prior to the posting of the schedule. The Employer will consider requests submitted after this date only in the event of unforeseen and extenuating circumstances.

The Employer will respond to such holiday requests in accordance with operational requirements on a first come first serve basis; such requests will not be unreasonably denied.

18.03 In the event that a Statutory Holiday falls on a full-time employee's day off, an additional eight (8) hours off with pay, shall be granted at a later date to be mutually agreed upon.

18.04 The Employer will attempt to schedule employees for four (4) consecutive days off during the Christmas / New Year period. Where employees have been scheduled to receive Christmas Day off, the Employer will attempt to schedule the same employees off on Boxing Day as well, and where employees have been scheduled to receive New Year's day off, the Employer will attempt to schedule the same employees off on December 31st as well.

ARTICLE 19 - VACATION

19.01 For the purpose of Article 19, a day is considered to be eight (8) hours and a week is considered to be forty (40) hours.

19.02 The vacation year shall run from April 1 to March 31.

19.03 (a) Employees shall receive vacation credits as follows:

Start to two (2) years	3.076 hours per pay period
Two (2) years to five (5) years	4.615 hours per pay period
Five (5) years to twenty (20) years	6.153 hours per pay period
After twenty (20) years	7.692 hours per pay period

Part-time employees shall accumulate vacation credits on a pro rata basis of regular hours worked.

- (b) Paid vacation time off shall be scheduled by the Employer at a time mutually agreeable to the Employer and the employee. The Employer will post a list of employees' annual vacation entitlement by April 15th of each vacation year. Requests for summer vacation (June 15th - September 15th) must be received, in writing, by the Employer on or before April 25th of the year in which vacation is to be taken. An employee may also submit, on or before April 25th, requests for vacation outside the summer vacation period. Senior employees within each department and unit shall have preference as far as it is consistent with operational requirements for those vacation requests made on or before April 25th.
- (c) Summer vacation schedules (June 15th - September 15th) shall be posted by May 25th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off where possible. Employees who submit, on or before April 25th, requests for vacation outside the summer vacation period, shall be advised by June 5th as to whether their request has been approved or denied.
- (d) The parties agree that any requests for vacation made, pursuant to Article 19.03 (b), after April 25th must be submitted to the Employer, in writing, at least one (1) week prior to the posting of the schedule. The Employer will consider requests submitted after this date only in the event of unforeseen and extenuating circumstances.

The Employer will respond to such vacation requests in accordance with operational requirements on a first come first serve basis; such requests will not be unreasonably denied.

19.04 When a holiday as defined in Article 18 of this Agreement occurs during an employee's annual vacation, such employee shall be entitled to an additional eight (8) hours vacation with pay at his prevailing rate but such time shall not necessarily immediately follow the vacation period of such employee, but shall be taken at the time mutually agreeable to the Employer and employee.

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

19.06 An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination. On normal retirement, an employee shall be entitled to the same vacation or vacation pay which he would have earned if he had continued in employment until the end of the calendar day's notice in writing or forfeit that vacation that exceeds the requirements of the *Labour Standards Code* - Section 30 - Vacation Pay. An employee who is unable for good

and sufficient cause to give fourteen (14) calendar days' notice in writing may not forfeit that vacation that exceeds the requirements of the *Labour Standards Code* - Section 30 - Vacation Pay.

- 19.07 (1) An employee must have been on the job no less than 90% of the paid work days in the year. Employees with less than 90% of paid work days will receive their vacation on a pro rata basis. Authorized sick leave as defined in Article 20.01 and as defined in Article 19.07 (2), vacation, statutory holidays, authorized leave of absence for Union business, or leave for further continuing education or training in their job with the Employer, will be considered as days on the job.
- (2) An employee covered by Long Term Disability or on a period of continuous illness for one (1) year, or more, shall not be entitled to vacation for each period of one (1) year. However, an employee off on L.T.D. or on a period of continuous illness for more than three (3) months but less than one (1) year shall be entitled to vacation on a pro rata basis for the time worked during the vacation entitlement year.
- 19.08 Except from the date of December 20th to January 9th, an employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 19.09 When a part-time employee has approved vacation time off, the employee may request the pay out of accrued vacation credits from the employee's vacation bank. Any such request for vacation credits will be paid out at the time the approved vacation days are taken. An employee's approved vacation days and requested vacation pay out shall not exceed eighty (80) hours in a biweekly pay period.

ARTICLE 20 - SICK LEAVE

- 20.01 "Sick Leave" means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under treatment of a specialist or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 20.02 A part-time employee whose regularly scheduled shift falls on a holiday defined in Article 18.01 and who is absent due to sickness and unable to work on the holiday, will be compensated for the day from accumulated holiday credits. Where such accumulated holiday credits are paid to the part-time employee during the pay period in which the holiday occurred, such holiday credits will be deducted from the employee's holiday bank and from the pay out made twice per year pursuant to Article 18.02 (b).

- 20.03 All employees covered by this Agreement after completing four hundred and eighty (480) hours worked, but retroactive to the date of employment, shall accumulate sick leave at the rate of twelve (12) hours per month to a maximum accumulation of 1200 hours.
- 20.04 If requested by the Employer, the employee claiming entitlement to sick leave must produce a medical certificate within one (1) week of such request being made. If such medical certificate is not produced within one (1) week, the employee shall have no claim for pay, in respect of their absence from work.
- 20.05 In any case of absence of an employee due to sickness, the matter shall be reported to the immediate supervisor or department head or designate in the building, where it is an A.M. shift, at least one (1) hour prior to the time that such employee's shift commences, and where it is a P.M. shift, at least three (3) hours prior to the time that such employee's shift commences.
- 20.06 Following sick leave, it is the responsibility of the employee to advise the Employer of their anticipated date of return to work at the earliest possible opportunity. As a minimum, the following notice shall be provided:
- 1) Following sick leave of more than three (3) consecutive days and for up to four (4) weeks, the employee shall report their availability for work to their department at least twenty-four (24) hours before reporting for duty;
 - 2) Following sick leave of more than four (4) weeks but less than eight (8) weeks, the employee shall report their availability to their department at least forty-eight (48) hours before reporting for duty;
 - 3) Following sick leave of more than eight (8) weeks, the employee shall report their availability to their department at least five (5) business days before reporting for duty.
- 20.07 Fraudulently applying for and obtaining sick leave may be cause for immediate discharge.
- 20.08 After the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.
- 20.09 An employee shall be entitled to a maximum of twenty-four (24) hours per annum to keep appointments with medical specialists, when referred by a Doctor. Such time off shall be deducted from sick leave credits pursuant to Article 20.03. Notice shall be given as soon as possible prior to such appointments. Employees shall make every reasonable effort to arrange for specialists' appointments during their off-duty time.

- 20.10 Leave for Family Illness - In the case of illness of a member of an employee's immediate family and when no one other than the employee can provide for the needs of the ill person, the employee may be entitled, after notifying their immediate supervisor, to use a maximum of sixteen (16) accumulated sick leave hours per calendar year to be deducted from sick leave on an hour for hour basis, for the purpose of making such arrangements as are necessary to permit the employee's return to work. For the purpose of this provision, immediate family means spouse, son, daughter, father or mother.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 The Employer shall grant a leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer subject to operational requirements. If working conditions permit, leaves of absences without pay and without loss of seniority may be granted in excess of six (6) months where such leaves are for good and sufficient cause. Requests for such leaves of absence shall be submitted in writing and approved by the Employer subject to operational requirements. The Employer shall respond in writing to the employee within two (2) calendar weeks.
- 21.02 An employee who has been in receipt of Long Term Disability benefits for more than two (2) years from the commencement of the elimination period specified in the LTD Program, shall have their position posted as a permanent vacancy. If such an employee later returns to work within forty-eight (48) months of the commencement of the elimination period specified in the LTD Program, they shall be placed in a job consistent with his seniority. An employee shall provide the Employer with notice, in writing, of the date of their return to work, as soon as reasonably possible. The Employer shall place the employee in a job consistent with their seniority as soon as reasonably possible.
- 21.03 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in negotiations with the Employer.
- 21.04 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.
- 21.05 Upon request and with two (2) weeks' notice to the Employer, not more than four (4) employees elected or appointed to represent the Union shall be allowed a leave of absence without pay, but without loss of benefits to attend conventions, labour conferences, seminars or workshops, executive and committee meetings of CUPE, its affiliates or chartered bodies. Notwithstanding the above, more than two (2) employees from any department may be granted time off to attend conventions, labour conferences, seminar or workshops, executive and committee meetings of CUPE, its affiliates or chartered bodies providing that such employees can make

arrangements for a replacement agreeable to the Department Head. Such replacement arrangement shall not be unreasonably denied by the Department Head.

The Employer will maintain pay at the regular rate and benefit coverage for those employees who have been granted leave without pay and the Employer will invoice the Union for the cost incurred by the Employer in a timely fashion.

- 21.06 (1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence so that the employee may be a candidate in federal, provincial, or municipal election.
- (2) An employee who is elected to public office shall be allowed unpaid leave of absence during their term of office.
- (3) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during their term of office. Such employee shall receive their pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- 21.07 An employee who is summoned for jury duty or required by subpoena to serve as a court witness in any matter arising out of their employment shall be paid by the Employer, less witness or jury pay, to the extent that any or all of the days in the period are normal working days.
- 21.08 An employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade employment qualifications for employment at Ocean View Continuing Care Centre.

21.09 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.

21.10 Compassionate Care Leave

- (a) An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- Employee's parent (father, mother & step) sibling (brother, sister and step),
- spouse (common law)
- child (step child),
- grandchild (& step-grandchild)
- grandparents (parent's father or parent's mother),
- current father-in-law, current mother-in-law,
- legal guardian
- son-in-law and daughter-in-law
- any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code, as amended from time to time

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate.

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

- (b) The employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-eight (28) week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-eight (28) week period.

An employee who intends to take this leave shall advise the Employer as soon as possible.

21.11 Domestic Violence

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

ARTICLE 22 - BEREAVEMENT LEAVE

- 22.01 Should a death occur in an employee's immediate family (wife, husband, fiancé, parent, step-parent, children, step-children, guardian, common-law spouse, same sex spouse, brother and sister) such employee shall be granted compassionate leave with pay for a period not to exceed five (5) consecutive days, commencing on the calendar day following the day of death of the family member, to the extent that any or all of these days are normal working days. An employee may request to defer one (1) day of compassionate leave in order to attend the funeral, interment or memorial service in the event that service occurs beyond the expiry of the five (5) days' leave in accordance with this provision.
- 22.02 Should a death occur to an employee's grandparent, grandchildren, mother-in-law, father-in-law, niece, nephew, sister-in-law, brother-in-law, son-in-law or daughter-in-law then such employee shall be granted compassionate leave with pay not to exceed three (3) consecutive days, commencing on the calendar day following the day of death of the family member, to the extent that any or all of these days are normal working days. Any employee may request to defer one (1) day of compassionate leave in order to attend the funeral, interment or memorial service in the event that such service occurs beyond the expiry of the three (3) days' leave in accordance with this provision.
- 22.03 Should a death occur to an employee's niece, nephew, sister-in-law or brother-in-law, son-in-law or daughter-in-law then such employee shall be granted compassionate leave with pay not to exceed two (2) consecutive days, commencing on the calendar day following the day of death of the family member, to the extent that any or all of these days are normal working days. An employee may request to defer one (1) day of compassionate leave in order to attend the funeral, interment or memorial service in the event that such service occurs beyond the expiry of the two (2) days' leave in accordance with this provision.
- 22.04 Should a death occur to an employee's aunt or uncle, then such employee shall be granted compassionate leave with pay for one (1) day, to the extent that the day is a normal working day, for the purpose of attending the funeral.
- 22.05 An employee shall be granted two (2) additional consecutive days of bereavement leave with pay if a member of the immediate family as outlined in Article 22.01 dies outside the province and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral to the extent that such days are normal working days.
- 22.06 In the event of the death of anyone permanently residing in the employee's household or anyone with whom the employee permanently resides, the employee shall be granted one (1) day bereavement leave with pay for the purposes of attending the funeral.

22.07 If a death occurs in the immediate family of an employee when they are at work, or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's shift for that day.

ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

23.01 (a) Employees shall be granted pregnancy leave and parental leave in accordance with the provisions of the *Labour Standards Code and Regulations* of the Province of Nova Scotia unless increased leave or benefits are provided in this Collective Agreement.

(b) Pregnancy, in itself, is not an illness for the purposes of the sick leave provisions of this Collective Agreement; however, illness arising as a result of pregnancy or during pregnancy is an illness for all purposes of this Collective Agreement.

(c) Pregnancy leave and parental leave shall be granted to an employee regardless of the employee's length of service.

(d) An employee shall notify the Employer, in writing, a minimum of four (4) weeks prior to the date the employee will begin pregnancy or parental leave and a minimum of four (4) weeks prior to the date the employee will return to work upon completion of the leave. The Employer will notify the Union of any such leaves on a monthly basis.

(e) An employee returning to work from pregnancy leave or parental leave shall be placed in their former position without reduction to their wages and benefits. If the former position no longer exists, the employee shall be placed in a comparable position with no less than the same wages and benefits of the former position

23.02 Where an employee requests parental leave due to adoption, the provisions of Article 23 shall apply.

23.03 All employees who qualify for leave under the provisions of this Article shall continue to accrue seniority. Sick leave and vacation shall not accrue while on such leave.

23.04 During the period of pregnancy leave, the Employer shall continue to pay the Employer's share of the Hospital medical and group life insurance.

ARTICLE 24 - PAYMENT OF WAGES & ALLOWANCES

- 24.01 The Employer shall pay salaries and wages every two (2) weeks in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.
- 24.02 Employees shall receive equal pay for equal work regardless of their inclusion in a protected class of individuals under Section 5 of the *Human Rights Act*.
- 24.03 An employee is required to give at least two (2) weeks written notice to the Employer, before termination of employment. The Employer is required to give at least two (2) weeks written notice to the employee, before termination of employment, except where an employee is discharged for cause. The Employer will notify the Union of any terminations on a monthly basis.
- 24.04 Any employee covered by this Agreement who is temporarily assigned to another classification listed in Appendix "A" annexed hereto for a period of one (1) full day or more for which the rate of pay is higher than the rate of pay for such employee's regular position, shall receive the higher rate of pay while so employed. Where the higher position is outside of the bargaining unit, they shall receive a minimum increase of ten percent (10%). The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.
- 24.05 Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 24.06 (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 25 - JOB CLASSIFICATION AND RECLASSIFICATION

- 25.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. Each employee will be presented with a copy of their job description.
- 25.02 The Parties acknowledge and agree that any proposed changes or elimination of existing job classifications within the bargaining unit shall be mutually agreed by the Employer and the Union before they are implemented.
- 25.03 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 26 - EMPLOYEE'S BENEFITS

- 26.01 The Employer agrees to maintain an extended health benefit plan, group life insurance and long term disability plan during the life of this Agreement for participation by employees, subject to eligibility requirements.

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

The Employer also agrees that dental benefits will be made available to all permanent employees in the bargaining unit.

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 dental plan must be one comparable in benefits offered to the HANS Dental Plan and comparable in cost.

Premium costs for the plan will be shared on the basis of fifty percent (50%) Employer and fifty percent (50%) employee.

- 26.02 (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident

earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

- (b) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan, group life insurance and pension plan while an employee is in receipt of Workers' Compensation benefits. 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 WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
This amendment will take effect as of the date of ratification.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) This provision shall not apply to casual employees.
- (g) An employee who participates in an ease back or return to work program following a period of WCB shall be paid **their** ~~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.

ARTICLE 27 - HEALTH AND SAFETY

27.01 The Occupational Health and Safety Committee shall be composed of five (5) Union representatives and two (2) alternates and five (5) Employer representatives. The Union and the Employer shall co-operate through the

Occupational Health and Safety Committee in improving rules and practices which will provide adequate protection to employees engaged in hazardous work. The Committee shall determine the frequency of meetings which will be held for the purpose of considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies sent to the members of the Committee.

- 27.02 Employees working in unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing, and shall be required to use them.
- 27.03 No employee shall be disciplined for refusal to work on a job or to operate any equipment which in the opinion of the Occupational Health and Safety Committee is unsafe.
- 27.04 The Occupational Health and Safety Committee may be notified of each accident or injury and may investigate and report to the Union and the Employer as soon as possible, the nature and cause of the accident or injury.
- 27.05 An employee who is injured or who comes down with an unusual contagious illness contacted from a resident of the Centre during working hours and is required to leave for treatment or is sent home as a result of such injury or illness shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for the time necessarily spent for further medical treatment of the injury or illness during regularly scheduled working hours, subsequent to the day of the accident or illness provided that such time off shall not exceed forty (40) hours.
- 27.06 The Employer and all employees in the bargaining unit shall comply with all applicable Federal, Provincial, and Municipal Occupational Health and Safety legislation and regulations.
- 27.07 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 28 - GENERAL CONDITIONS

- 28.01 Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

28.02 The Employer shall provide not fewer than two (2) nor more than six (6) bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.03 The Employer agrees to provide shower facilities for use of maintenance personnel when they are required to clean and service boilers.

ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS

29.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess which the Employer has knowledge of, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

29.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation of regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

ARTICLE 30 - NO STRIKE AND NO LOCKOUT

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

ARTICLE 31 - CONTRACTING OUT

31.01 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 members shall be terminated, laid off from employment or have their hours of work reduced as a result of the Employer contracting out work.

ARTICLE 32 - TERM OF AGREEMENT

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

- 32.02 Either party desiring to propose changes to this Agreement shall provide the other party with written proposals. Such proposals shall normally be provided prior to the commencement of negotiations, however, either party reserves the right to introduce proposals at any time following the commencement of negotiations.
- 32.03 An employee who has severed their employment between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages.
- 32.04 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. Retroactive pay shall be paid by separate deposit.
- 32.05 Except as otherwise specified, all provisions of this Agreement shall come into effect on the date of signing of the Agreement.

ARTICLE 33 - BENEFIT & BINDING

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto the day and year first above written.

DATED at Eastern Passage, N.S., this 2nd day of June, 2023.


SIGNED, SEALED AND DELIVERED in the presence of:

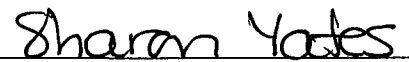
FOR THE EMPLOYER





FOR THE UNION





APPENDIX "A"

NOTE: All hourly rates are based on 2080 hours.

				% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Dietary Aide	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
Environmental Services Worker (Housekeeper)	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
Laundry Worker													
Seamstress	Probationary Rate	\$17.0427	\$35,449	\$17.2984	\$35,981	\$17.5578	\$36,520	\$18.4953	\$38,470	\$19.0502	\$39,624	\$19.1454	\$39,823
	Regular Rate	\$17.3325	\$36,051	\$17.5924	\$36,592	\$17.8563	\$37,141	\$18.7938	\$39,091	\$19.3576	\$40,264	\$19.4544	\$40,465
Hairdresser	Probationary Rate	\$17.1501	\$35,672	\$17.4074	\$36,207	\$17.6685	\$36,750	\$18.6060	\$38,700	\$19.1642	\$39,861	\$19.2600	\$40,061
	Regular Rate	\$17.4418	\$36,279	\$17.7033	\$36,823	\$17.9689	\$37,375	\$18.9064	\$39,325	\$19.4735	\$40,505	\$19.5709	\$40,707

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker/CCA without certification	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker/CCA without certification" as per the MOA re: CCAs, signed May 4, 2022.

				% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	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

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Recreation Programmer	Probationary Rate	\$18.1246	\$37,699	\$18.3963	\$38,264	\$18.6723	\$38,838	\$19.2325	\$40,004	\$19.3286	\$40,204
	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
Physiotherapy Assistant (without training)	Probationary Rate	\$19.8342	\$41,255	\$20.1317	\$41,874	\$20.4337	\$42,502	\$21.0467	\$43,777	\$21.1519	\$43,996
	Regular Rate	\$20.1715	\$41,956	\$20.4739	\$42,586	\$20.7810	\$43,225	\$21.4045	\$44,521	\$21.5115	\$44,744
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0704	\$43,827	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739
Maintenance I	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
** The current Physiotherapy Assistant being paid at LPN rates shall be paid in accordance with the following:											
Physiotherapy Assist. (LPN) (incumbent)	Red-Circled	\$22.2348	\$46,250	\$22.5691	\$46,944	\$22.9076	\$47,648	\$23.5949	\$49,077	\$23.7129	\$49,323
Recreation Programmer (2 Year Community College Diploma - Recreation)	Probationary Rate	\$22.2348	\$46,242	\$22.5652	\$46,936	\$22.9036	\$47,640	\$23.5907	\$49,069	\$23.7087	\$49,314
	Regular Rate	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153
	Recreation Programmer (University Degree - Recreation)										
Music Facilitator											
Physiotherapy Assist.** (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

LETTER OF UNDERSTANDING
BETWEEN
OCEAN VIEW CONTINUING CARE CENTRE
AND
CUPE LOCAL 1245

Re: Attendance at Continuing Education Training and Re-training Courses

In accordance with Article 15.12, the Employer agrees that for attendance at training and retraining courses, employees shall be provided at the rate of 34.1 cents per kilometer or the Provincial rate, whichever is higher, based on mileage from the Centre and a maximum of twenty-five dollars (\$25.00) per day for meals with provision of receipts.

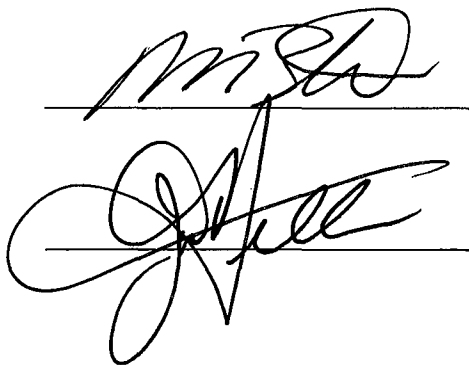
Reservations for accommodations will be made by the Centre, paid for by the employee, and refunded by the Centre.

Employees shall complete a travel voucher with receipts attached.

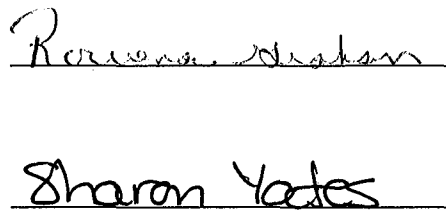
The voucher must be forwarded to administration for approval and payment.

DATED this 2nd day of June, 2023.

FOR THE EMPLOYER



FOR THE UNION



MEMORANDUM OF AGREEMENT #1
BETWEEN
OCEAN VIEW CONTINUING CARE CENTRE
AND
CUPE LOCAL 1245

Re: Schedule / Area Assignment Changes

Both parties recognize that providing an employee the opportunity to obtain a schedule and/or area assignment they desire is one aspect of workplace satisfaction.

In order to achieve a positive and productive work environment, the employer agrees to maintain the following process for lateral movement (movement based on same classification and FTE) when vacancies occur.

For reference:

- Position refers to job classification and a proportion of full time equivalent (FTE).
- Schedule refers to the current distribution of hours throughout a two week pay period.
- Area Assignment refers to the neighborhood/location the employee is currently assigned to.

All positions are subject to change in schedule, rotation and area assignment at the discretion of Management within the confines of the current collective agreement.

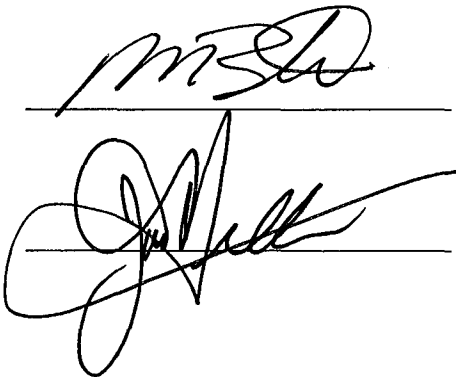
Procedure:

1. Any request for a schedule or area assignment change is to be submitted, in writing, to the employee's manager for consideration. Requests must be submitted by January 31st of each year. Requests must be renewed each year, or they will be deemed to be withdrawn and no longer considered.
2. The written request must include:
 - i. The desired change to the employee's schedule or assigned area
 - ii. The date the request is submitted
 - iii. Date and signature of the employee
3. All requests will be held by the employer and the following process will take place when there is a vacancy:

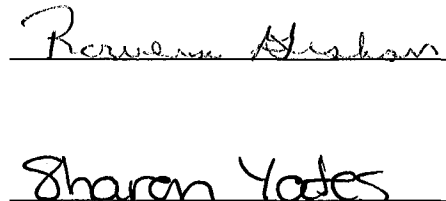
- i. When the employer determines that there is a vacancy, they will check the written requests to determine if there is a suitable employee in the same classification and FTE requesting the vacated position.
 - ii. If there is more than one suitable employee requesting the vacated position, then the employer will offer it to the most senior suitable employee.
 - iii. If the employee accepts the offer of the new schedule or area assignment, then the schedule and/or area assignment of that employee becomes vacant.
 - iv. The employer shall then check the written requests to determine if there is a suitable employee requesting the new vacancy and follow steps i. through iii.
 - v. This process shall continue until there are no further requests for the schedule and/or area assignment that is vacant.
 - vi. The posted vacancy shall be filled as per Article 15 – Promotions and Staff Changes, based on the schedule and assigned area left vacant by the process described above.
 - vii. An employee placed through steps i through v shall not be eligible for placement through this process for a period of 12 months from the date of placement.
4. All Schedule/Area assignment changes shall be subject to the trial period as outlined in Article 15.06.

DATED this 2nd day of June, 2023.

FOR THE EMPLOYER



FOR THE UNION



MEMORANDUM OF AGREEMENT #2
BETWEEN
OCEAN VIEW CONTINUING CARE CENTRE
AND
CUPE LOCAL 1245

Re: 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.