

COLLECTIVE AGREEMENT

BETWEEN

GRAND VIEW MANOR CONTINUING CARE COMMUNITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 5183

Term: November 1, 2020 to October 31, 2023

TABLE OF CONTENTS

<u>ARTICLE 1 - PREAMBLE</u>	1
<u>ARTICLE 2 - DEFINITIONS</u>	1
<u>ARTICLE 3 - RECOGNITION</u>	3
<u>ARTICLE 4 - MANAGEMENT RIGHTS</u>	3
<u>ARTICLE 5 - UNION SECURITY AND REPRESENTATION</u>	4
<u>ARTICLE 6 – NO STRIKE OR LOCKOUTS</u>	6
<u>ARTICLE 7 – DISCRIMINATION/HARASSMENT</u>	6
<u>ARTICLE 8 - CORRESPONDENCE</u>	6
<u>ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE</u>	6
<u>ARTICLE 10 – GRIEVANCE</u>	7
<u>ARTICLE 11 – ARBITRATION</u>	9
<u>ARTICLE 12 – DISCIPLINE AND DISCHARGE</u>	9
<u>ARTICLE 13 - SENIORITY</u>	10
<u>ARTICLE 14 - LAYOFF AND RECALL</u>	11
<u>ARTICLE 15 – VACANCIES AND PROMOTIONS</u>	12
<u>ARTICLE 16 - HOURS OF WORK</u>	14
<u>ARTICLE 17 – OVERTIME</u>	16
<u>ARTICLE 18 – HOLIDAYS</u>	17
<u>ARTICLE 19 – VACATION</u>	18
<u>ARTICLE 20 - SICK LEAVE</u>	20
<u>ARTICLE 21 – PREGNANCY, PARENTAL AND ADOPTION LEAVE</u>	22
<u>ARTICLE 22 – LEAVE OF ABSENCE</u>	22
<u>ARTICLE 23 - BEREAVEMENT LEAVE</u>	25
<u>ARTICLE 24 - COMPASSIONATE CARE LEAVE</u>	26
<u>ARTICLE 25 - LEAVE FOR STORM OR HAZARDOUS CONDITIONS</u>	26
<u>ARTICLE 26 – JOB SECURITY</u>	26
<u>ARTICLE 27 – JOB CLASSIFICATION</u>	26
<u>ARTICLE 28 – SUPPLEMENTAL BENEFITS</u>	27
<u>ARTICLE 29 – EMPLOYEE HEALTH AND SAFETY</u>	28

<u>ARTICLE 30 – WAGES</u>	28
<u>ARTICLE 31 – PERSONNEL FILE</u>	29
<u>ARTICLE 32 – GENERAL CONDITIONS</u>	30
<u>ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS</u>	30
<u>ARTICLE 34 – BENEFIT AND BINDING</u>	30
<u>ARTICLE 35 - TERM OF AGREEMENT</u>	30
<u>APPENDIX “A”</u>	32
<u>WAGES</u>	32
<u>LPN PRACTICE PREMIUM</u>	37
<u>LETTER OF UNDERSTANDING</u>	39
DUTY TO ACCOMMODATE	39
<u>MEMORANDUM OF AGREEMENT</u>	40
RETIREMENT ALLOWANCE	40
<u>MEMORANDUM OF AGREEMENT</u>	41
VACATION ENTITLEMENT FOR LEGACY EMPLOYEES	41
<u>MEMORANDUM OF AGREEMENT</u>	42
12 HOUR SHIFT SMOOTHING ROTATION	42
<u>MEMORANDUM OF AGREEMENT</u>	44
NOVA SCOTIA HEALTH EMPLOYEES PENSION PLAN – ARTICLE 28	44
<u>MEMORANDUM OF AGREEMENT</u>	45
UTILITY / DRIVER	45
<u>MEMORANDUM OF AGREEMENT</u>	46
DIVERSITY, EQUITY AND INCLUSION IN THE WORKPLACE COMMITTEE	46

ARTICLE 1 - PREAMBLE

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

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

To set forth certain terms and conditions of employment;

To promote the morale, well-being and security of all parties;

To maintain and improve efficiency of operations;

To provide the highest quality of care to the residents of Grand View Manor Continuing Care Community.

ARTICLE 2 - DEFINITIONS

2.01 For the purposes of this Agreement:

- (a) **“Casual employee”** – means an employee who works “on-call” or on an “as needed basis” but is not regularly scheduled, and who shall only become a member of the bargaining unit upon working 1000 hours from date of hire, at which time shall be deemed a “Part-Time Employee”. Casual employees who become members of the bargaining unit shall have hours worked in their casual position credited towards the probationary period of seven-hundred and twenty (720) regular hours worked in (e) below.
- (b) **“Part-Time Employee”** means an employee who works “on-call” or on an “as needed basis” and who does not have a regularly scheduled rotation.
- (c) **“Regular Part-Time Employee”** – means an employee who has a regularly scheduled rotation but whose hours are less than the average eighty (80) hours worked by a Full-Time Employee.
- (d) **“Full-Time Employee”** - means an employee who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a biweekly pay period.
- (e) **“Probationary Period”** – means seven-hundred and twenty (720) regular hours worked. Employees who are completing their probationary period are included in the bargaining unit and shall be covered by the terms of this Agreement. There shall only be one probationary period per Employee, but such period may be extended where the Employer can show reasonable concerns. At no time can an extension be for more than an additional 720 regular hours worked. Probationary employees may be discharged during the probationary period at the Employer’s sole discretion. In such cases, the

Probationary employee may access the grievance and arbitration procedure but arbitral review shall be restricted to whether the Employer acted in bad faith, arbitrarily or in a discriminatory manner.

- (f) **“Temporary Position”** – A temporary position is one expected to last more than eight (8) weeks and may be extended, shortened, or terminated at the sole discretion of the Employer.

Casual Employees while in a temporary position shall become members of the bargaining unit. Regular Part-time, Part-time Employees and Regular Full-time Employees may also post into temporary positions. Employees who are in a temporary position shall be subject to the provisions of this Agreement and shall be entitled to accumulate seniority. Employees who accept a Temporary Position will maintain their entitlement for supplemental benefit plans and registered pension plan entitlements, but sick leave accrual, statutory holidays and vacation benefits will be based on the hours of the Temporary position. Should the employee change from working in a temporary position to regular position without a break in service of at least thirty (30) days, the employment date shall be the most recent date on which the Employee began working for the Employer.

If a regular Employee assumes a temporary position, that Employee shall retain their seniority and be subject to the terms and conditions of the Collective Agreement based upon regular hours paid in the temporary position. Upon termination of the temporary position, the regular Employee filling the temporary position shall return to their regular position.

- (g) **“Regular hours worked”** – hours of work at the regular rate of pay excluding overtime hours and hours paid for the purposes of vacation, holiday, and other paid leaves.
- (h) **“Regular hours paid”** – hours paid by the Employer to a maximum of 2080 hours annually including paid vacation hours, the straight time equivalent of paid holiday hours and any other approved paid leaves for which an employee is compensated by the Employer, but excluded overtime hours and any hours paid by a third party (e.g. WCB).
- (i) **“Working Days”** - shall mean business days, that is Monday through Friday (excluding Saturday, Sunday and statutory holidays).
- (j) **“Holiday”** – means the twenty-four (24) hour period commencing at 0001 on a day designated as a holiday in this Agreement.
- (k) **“Service”**- means the length of continuous employment with the Employer dating from the most recent date of hire with the Employer.

(l) **“Spouse”** - means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.

2.02 For the purpose of this agreement, the female shall be deemed to be the male and vice versa.

2.03 Where the singular is used in this agreement, it shall be considered as if the plural has been used where the context requires.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5183 as the sole and exclusive collective bargaining agent of the Employees in the bargaining unit, as follows:

All full-time, regular part-time and part time Employees (being casual Employees once they have worked a total of 1000 hours from date of hire); save and except Registered Nurses, the CEO/Administrator, Administrative Assistant, Payroll Clerk, Social Worker, Director of Care and Human Resources, Director of Finance & Organizational Development, Manager of Recreation and Volunteer Services, Manager of Food Services, Manager of Environmental Services and Scheduling, Human Resources and Special Projects, and those excluded by s. 2 (2) (a) and (b) of the *Trade Union Act*.

Professional Development Employees will be part of the bargaining unit if the incumbent in the position does not hold a Registered Nursing certification.

3.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to the terms of this Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 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 Grand View Manor Continuing Care Community so as to give the highest possible standard of service and care to its residents.

- 4.02 The Employer shall have the exclusive right to manage the business, direct employees, including the right to select, hire, transfer, promote, demote, lay-off, rehire, suspend or discharge for just cause, and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the employer in a discriminatory manner.
- 4.03 The Union recognizes the rights of Management to make fair and reasonable rules.

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

- 5.01 As a condition of employment, all Employees who are now members of the Union shall remain members of the Union and new Employees shall become members in good standing of the Union upon successful completion of the hiring process.
- 5.02 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other form of liability that arises out of or by reason of any action taken or not taken by the Employer for purposes of complying with Article 5.00.
- 5.03 The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with its constitution. Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent, Ottawa, Ontario, K1G 0Z7, not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names of Employees from whose wages the deductions have been made. Income tax and T-4 slips shall reflect the total amount of Union dues deducted.
- 5.04 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, regular part-time, casual employees in a temporary position)

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.

- 5.05 The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.
- 5.06 The Employer and the Union agree to share on a 50/50 basis the cost of reproducing the Collective Agreement.
- 5.07 The Employer agrees to provide the Recording Secretary of the Union, or designate, with a copy of the letter of hire for all newly-hired Employees in the bargaining unit.
- 5.08 The Union shall not be prevented by the Employer from having the assistance of a representative from the Canadian Union of Public Employees for meetings with the Employer as required in the grievance procedure or during collective bargaining.
- 5.09 The Canadian Union of Public Employees representative may have access to the Employer's premises with the prior approval of the Employer, which approval shall not be unreasonably withheld.
- 5.10 The Union bargaining committee shall be elected or appointed and consist of not more than four (4) members, in addition to the National Representative. The Union President shall have first access to sit on the bargaining committee. The Union will advise the Employer of the Union members of the committee.
- 5.11 Any representative of the Union on the Bargaining Committee, who is an employee of the Employer, shall have the right to attend face to face negotiation meetings. The Employer agrees to pay these employees at their regular straight time rate for each day spent in negotiations. In return, the Union agrees to fully reimburse the Employer for all salary and benefits paid to these employees as a result of negotiations. Employer reimbursement will be made no later than the 15th day of the month following the negotiation meeting.
- 5.12 Upon request of the Union, the Employer agrees to provide all information it deems relevant for the purposes of collective bargaining such as the Canadian Union of Public Employees wage rates, job descriptions and benefit plans.
- 5.13 The Employer agrees to recognize up to four (4) appointed or elected representatives of the Union as shop stewards. These representatives must have completed their probationary period. It is acknowledged that the shop steward as an Employee will continue to perform their regular duties as required by the Employer and any Union activity on the Employer's premises shall not conflict with those duties. No more than one shop steward at a time may leave their regular duties to assist Employees in processing grievances as defined in this Agreement but they must obtain prior permission from Management for such purposes.

- 5.14 The Employer shall be provided with a list in writing of all Union Officers and Stewards and their terms in office and shall be immediately advised of any changes to the list.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

- 6.01 It is agreed that there shall be no strikes by the employees covered by this Agreement and/or the Union during the time this Agreement is in effect and it is agreed that there shall be no lockouts by the Employer during the time this Agreement is in effect. The words “strike” and “lockout” shall be as defined in the *Trade Union Act*.

ARTICLE 7 – DISCRIMINATION/HARASSMENT

- 7.01 The Employer and all Employees agree that there shall be no discrimination, interference, restriction or coercion expressed or practiced with respect to any Employee by reason of age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity nor by reason of their membership or activity in the Union or an Employee’s association with another individual or class of individual having characteristics referred to in this Article or any other prohibition of the *Human Rights Act of Nova Scotia*.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union or such delegate as the Union or Employer may from time to time designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 The Employer and the Union shall establish a Labour Management Committee comprised of up to four (4) representatives appointed by the Employer and four (4) representatives appointed by the Union. An Employer representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 9.02 The Committee shall meet to foster good communications and effective working relationships between the parties in the spirit of co-operation and good will within the Home. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall not have the power to add, to modify or amend this Agreement.

- 9.03 The Committee shall attempt to meet quarterly at mutually agreeable dates and times with a minimum of four (4) meetings annually. An agenda of the matters proposed to be discussed is given by one party to the other party at least three (3) working days prior to the meeting. Employees on duty at the time of such a meeting shall not lose any pay while attending. Employees off duty at the time of such meeting will not be paid for their attendance.
- 9.04 Minutes, unless otherwise mutually agreed, of each meeting of the Committee shall be prepared by the party whose representative was chairperson of the meeting and shall be distributed to the other party within two (2) weeks.
- 9.05 The Committee shall concern itself with matters of the following general nature:
- (i) identification and resolution of common problems;
 - (ii) the facilitation of communications between Employees and the Employer; and
 - (iii) development of viable solutions to identified problems and the recommending of proposed solutions to problems.

The Committee shall not have any jurisdiction over salary or any term or term or condition of employment. The Committee may make recommendations to the Employer with respect to its discussions and conclusions but cannot bind the Employer to any decision or conclusion reached.

ARTICLE 10 – GRIEVANCE

10.01 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement. Where a question arises as to whether a particular dispute is or is not a grievance, the matter may be taken through the grievance procedure and determined if necessary by arbitration.

10.02 Policy Or Group Grievance

It is agreed that in the case of any general allegation by the Union that the Employer has violated this Agreement in a manner that affects broad principles, rather than specific individuals, or a group of Employees, the Union may present the grievance, in writing, directly to the CEO (or designate). Subsequent action will be governed by Step 3 of the normal grievance procedure.

10.03 (a) Informal Step 1:

Both parties recognize the benefit of resolving differences or disputes as quickly as possible and, therefore, the parties agree that Employees shall discuss such issues with their immediate supervisor within five (5) working

days of the date the Employee knew about the event giving rise to the grievance. If the discussion does not resolve the issue, it may be referred to the Grievance Procedure as outlined in (b) below.

(b) Formal Step 2:

If the Union is not satisfied with the reply from the Supervisor in the Informal Step 1 above, the Union may, within ten (10) working days from the date of the reply in the Informal Step 1, submit the grievance in writing to the appropriate Director or designate. The grievance must state the details of the complaint and the Articles of this Agreement being relied on by the Union. The Director or designate shall reply in writing to the union within ten (10) working days.

(c) Formal Step 3:

If the Union is not satisfied with the response received in Step 2, the Union may, within ten (10) working days from the date of the response in Step 2, submit the grievance in writing to the CEO. The CEO shall reply in writing to the Union within ten (10) working days. If no satisfactory settlement is reached following the reply from the Administrator, the parties shall agree to convene a meeting as soon as possible, and not more than thirty (30) calendar days, to find a resolution to the grievance prior to the union referring the matter to arbitration.

10.04 Time limits

The time limits in this Article are mandatory. The time limits may be extended by mutual agreement of the Employer and the Union in writing.

10.05 Employer Grievance

The Employer may institute a grievance by delivering the same in writing to the President of the Union (or designate) and the President of the Union shall answer such grievance within ten (10) working days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the date the President of the Union gives their answer, refer the dispute to arbitration by giving a written notice to the Union.

10.06 Termination of Employment

An Employee who has been terminated may file a grievance at step 3 of the grievance procedure within ten (10) days of the notification of the termination.

ARTICLE 11 – ARBITRATION

11.01 Referral to Arbitration

The Union may refer a matter to arbitration by giving notice to the Employer within forty-five (45) working days of the meeting between the parties as set out Step 3 of the grievance procedure. Within two (2) calendar weeks thereafter, the other party shall answer in writing indicating agreement or the name of its nominee. The parties will discuss the scheduling of the matter prior to contacting the agreed arbitrator.

11.02 Single Arbitrator

In the event that a grievance is submitted to arbitration, the matter shall be heard by a single arbitrator.

The Union and the Employer shall agree upon a single arbitrator. In the event that the parties are unable to agree, the single arbitrator shall be appointed by the Minister of Labour.

11.03 The single arbitrator shall render a decision in as short a time as possible.

11.04 The decision of the Arbitrator will be final and binding upon the parties and Employees affected by the decision. The Arbitrator shall not have jurisdiction or the authority to add, delete or modify any provisions of this Agreement. Where the Arbitrator determines that an Employee has been disciplined or discharged by the Employer for just cause, the Arbitrator has power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

11.05 The remuneration of the single arbitrator will be cost shared equitably between the Union and the Employer.

11.06 The parties may choose to participate in an alternative form of dispute resolution if mutually agreed.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

12.01 No Employee shall be disciplined or discharged without just cause. Notwithstanding that the disciplinary procedure is progressive; there is certain conduct of an extremely serious nature which may lead to the immediate discharge of an Employee.

- 12.02 At any time when the employer requires a meeting for the purpose of interviewing an employee pertaining to an incident that could lead to discipline, the employee will be notified of their right to be accompanied at the meeting by a union representative. At any meeting the purpose of which is the imposition of discipline of an Employee, the Employee shall be notified in advance of the right to have a Union representative present. The Employee will be given sufficient time to contact their Union representative, as long as it does not result in unreasonable delay. Prior to such meeting occurring the Employer shall provide the affected employee the reason for the meeting.
- 12.03 Where an Employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) calendar days of the discipline, suspension or discharge notify the Employee in writing of the action, with a copy to the Union.
- 12.04 Whenever the Employer deems it necessary to meet with an Employee indicating that dismissal will occur if the Employee fails to meet performance standards as set out by the Employer, the Employer shall within one (1) calendar week thereafter provide the employee written reasons for same with a copy to the Union.

12.05 Use of Security Camera

The Employer and the Union agree that Employer video surveillance will be used to investigate incidents that affect the safety and security of residents, staff and Employer property.

ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as the length of continuous employment with the Employer dating from the most recent date of hire into the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.
- 13.02 The Employer shall maintain a list of the seniority date of each Employee in the bargaining unit. The seniority list shall be posted on the Union bulletin board annually in January of each year. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list. In the event that two or more Employees commence work in the bargaining unit on the same date, the Employees' placement on the seniority list shall be determined by the number of regular hours worked by both Employees. The Employee with the greatest number of hours worked will be deemed to have seniority. If more than one employee has the same number of regular hours worked, seniority will be determined by random draw.

13.03 An Employee shall lose seniority and employment shall be deemed to be terminated in the event that:

- (1) The Employee is discharged for just cause.
- (2) The Employee resigns and does not withdraw their resignation within seventy-two (72) hours.
- (3) After receiving notice of recall, the Employee fails to notify the Employer in accordance with Article 14.03 of their intention to accept the recall.
- (4) The Employee is laid off for a period of more than two (2) years.
- (5) The Employee is absent for a period of five (5) consecutive scheduled shifts without an approved leave of absence from the Employer unless in the circumstances it was impossible for the Employee to notify the Employer of their absence.
- (6) An Employee retires.

13.04 Transfers out of the Bargaining Union – Restrictions and Rights

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position or is the successful candidate for a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit within eighteen (18) months of the original departure date. If an Employee returns to the bargaining unit, they shall be placed in their former position, or an equivalent position within the same the classification.

ARTICLE 14 - LAYOFF AND RECALL

14.01 A lay-off shall be defined as a reduction in the workforce or hours of work based on shortage of work or funds, the discontinuance of work or the reorganization of work.

14.02 (a) In the event of lay-off, Employees shall be laid off in reverse order of seniority first within their classification and then within their department provided the remaining Employees have the skills and abilities to immediately perform the required duties of the work that is available. Should there be no Employees with less seniority within the department, the Employee may bump the least senior Employee within the bargaining unit for which the laid off Employee has the skills and abilities to perform the duties of such position.

- (b) Employees on lay-off shall be recalled in order of seniority when work becomes available provided they have the skills and abilities to immediately perform the required duties of the work that is available.
- (c) Notwithstanding Articles 14.01 and 14.02 (a), Employees may not benefit from a lay-off – e.g. a regular part-time Employee may not displace a full-time Employee; however, a full-time Employee may displace a regular part-time Employee provided there are no full-time positions available as a result of the layoff.
- (d) Fourteen (14) calendar days' written notice of lay-off shall be given to the Union and the Employees except lay-offs which result from emergencies which adversely affect the operation of the facility and which are beyond the control of the Employer, at which time as much notice as possible will be given. If the Employee has not had fourteen (14) calendar days' notice as provided in this Article, they shall be paid for the days for which work was not available.

14.03 An Employee shall be recalled by phone or registered mail to the last known phone number or address of the Employee. An Employee will respond to the call within one week of receiving the notification. The Employee is expected to return to work on the date requested by the Employer, or if personal circumstances require, an extension of seven (7) calendar days may be given. It is the obligation of the Employees to keep the Employer advised at all times of their current phone number and address.

14.04 New employees shall not be hired into a regular position until those laid-off with the skills and abilities to immediately perform the required duties of the work that is available have been given an opportunity of recall.

ARTICLE 15 – VACANCIES AND PROMOTIONS

15.01 Where the Employer determines that a new position is created or vacancy exists within the bargaining unit, including a temporary vacancy, and the Employer determines that the position or vacancy is to be filled, the Employer shall post a notice on the Employee bulletin board of such new position or vacancy for a period of seven (7) calendar days. Any applicant from within the bargaining unit must make his written application within the seven (7) calendar day period. This posting shall not prohibit the Employer from advertising for persons outside the bargaining unit but first consideration shall be given to Employees within the bargaining unit in accordance with Article 15.04.

15.02 Two (2) weeks written notice shall be given regarding resignation of employment by an employee, unless mutually agreed otherwise. An employee shall make every

reasonable effort to give three (3) months written notice regarding their retirement, but in no circumstances shall give less than two (2) weeks' notice.

15.03 Each posting shall contain at a minimum the following information: the nature of the position or job summary, the department, essential duties, qualifications, required education and FTE status of the position.

15.04 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in their ability, skills, qualifications and attendance.

15.05 Should the successful applicant be chosen from the existing staff, the employee shall be placed on a trial period of three hundred and sixty (360) regular hours worked in the new position. If during the trial period the employee is found by the Employer to be unsuitable for the position or the employee informs the employer that they wish to be returned to their former position, the employee shall be returned to their former position. Other employees that may be affected by this action shall be similarly returned to their former position. This must all take place within the three hundred and sixty (360) hour trial period.

15.06 Restrictions on Applications for Posted Positions

An Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the current temporary position unless the temporary position would commence after the current temporary position concluded and unless the temporary position is for a greater number of hours or for a longer period of time. However, if a permanent vacancy arises, they may apply.

15.07 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 15.04.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) Except as otherwise provided in this Collective Agreement the normal hours of work for a full-time Employee shall be eighty (80) hours per bi-weekly pay period.
- (b) The normal hours of work for a regular part-time and part-time Employees shall be less than eighty (80) hours per biweekly pay period.
- (c) Shifts of eight (8) hours shall include one (1) thirty (30) minute paid meal break and two (2) fifteen (15) minute paid rest periods. Shifts of more than four (4) hours but less than eight (8) hours shall include one (1) thirty (30) minute paid meal break. Shifts of four (4) hours shall include one (1) fifteen (15) minute paid rest period. All paid meal breaks/ rest periods shall be taken at such time as scheduled by the Employer.

16.02 Scheduling of Shifts

- (a) All schedules shall be designated by the Employer in its sole discretion. The scheduling of shifts shall be in accordance with the Employer's processes. Should the Employer deem it necessary to reassign an employee from one area/unit to another because of staff shortage, the reassignment shall be done in reverse order of seniority.
- (b) A schedule of hours to be worked shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks.
- (c) A minimum of twenty-four (24) hours' advance notice of a scheduled shift change shall be given to the Employee when the shift to work is to be changed, except in case of emergencies.
- (d) Regular Part-Time Employees shall be given preference, in accordance with seniority, for shifts known prior to posting up to and including full-time hours in accordance with the Employer's scheduling processes provided the Regular Part-Time Employee(s) is able to meet the requirements of the available shift.
- (e) Provided it does not trigger overtime, available shifts arising after the schedule is posted shall be offered to available Regular Part-Time Employees based on seniority and then to Part-Time Employees based on seniority. Once an Employee accepts an available shift arising after the schedule is posted, the Employee is required to report to work. The Employee who does not report for work on the shift as offered and accepted shall not be entitled to any compensation for the shift.

- (f) An Employee may exchange shifts with another Employee provided that the Employee making the request obtain prior approval in writing from the Director of Care, Departmental Manager or Supervisor at least one (1) working day in advance of the start time of the shift to be exchanged. There can be no additional cost to the Employer. Employees are only permitted to exchange shifts of equal length except as provided below and both shifts must fall within the same pay period. Once approved the shift exchange must be completed by the Employee in accordance with the Employer's processes. Employees are permitted to exchange shifts of eight (8) and twelve (12) hours in accordance with the above process if the employee has sufficient vacation hours to make up any deficit in biweekly hours.

16.03 Weekends Off

- (a) The Employer shall endeavor to grant to the fullest extent possible Full-time Employees two (2) weekends off in four (4) weekends. Variations may occur when mutually agreed between the Employer and the majority of Employees within a particular department.
- (b) The Employer shall grant Regular Part-time Employees one week-end off in every four week-ends. Variations may occur when mutually agreed between the Employer and the majority of Employees within a particular department.

16.04 Employees who are regularly scheduled to work eight (8) hour shifts shall have at least sixteen (16) hours rest between regularly scheduled shifts, unless otherwise mutually agreed. The Union recognizes that shift rotations may periodically require shorter timeframes between shifts and that this may not be possible in the Dietary or Housekeeping Departments or in cases of an emergency.

16.05 Full-Time Employees and Regular Part-Time Employees working eight (8) hour shifts shall not be scheduled more than six (6) consecutive days.

- 16.06 (a) Should an Employee be required to work a double shift that is two (2) consecutive eight (8) hour shifts, they shall be granted a thirty (30) minute paid break prior to commencing the second shift.
- (b) If an Employee works a double shift, a meal will be provided by the Employer.
- (c) When an Employee has to work a double shift in an emergency, the Employer shall endeavor to the fullest extent possible to schedule the next day off.

16.07 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 1900 hours and 0700 hours.

16.08 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 seven (7am) on Monday.

16.09 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 designated responsibility. No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay.

ARTICLE 17 – OVERTIME

- 17.01 (a) Time worked that is consecutive and in excess of regularly scheduled shifts of eight (8) hours or more, or eighty (80) hours in a bi-weekly pay period shall be compensated at a rate of one and one-half times (1.5X) the Employee's regular hourly rate for the overtime worked.
- (b) Overtime must have prior specific approval of Management.
- (c) Overtime shall be paid in the pay period in which it occurred.
- (d) Where an employee is called into work a regular shift one half (1/2) hour or less prior to the commencement of the shift and arrives within one (1) hour of the call, then they will be paid for the full shift provided that they works until the normal completion of the shift. An employee called into work after commencement of the shift and arrives within one (1) hour of the phone call shall be paid from the time of the call.
- (e) For the purpose of overtime, only those hours that an employee is actively working or paid vacation or paid sick leave, is used in the calculation of overtime compensation. For the purpose of this article, time worked is inclusive of holiday time.

(f) The Employer will endeavor to distribute overtime on the basis of seniority among qualified Employees; however, if no Employee is willing to work the overtime, the Employee(s) with the least seniority on site will be required to work.

17.02 (a) Call back occurs when an Employee is required to report for work following completion of one shift but before the commencement of their next shift or has signed out from duty following a previous call back. A call back does not have a designated length of time for which the Employee is required to stay at the site and upon completion of the work requested, the Employees call will cease. Working additional shifts, extra or relief shifts, shall not be considered as a call back for a Regular Part-Time Employee or a Part Time Employee.

(b) An Employee who is called back to work outside the Employee's normal working hours, shall be paid a minimum of four (4) hours at the Employee's regular rate or time and one-half (1.5X) for all overtime worked, whichever is greater.

ARTICLE 18 – HOLIDAYS

18.01 (a) The following calendar dates shall be designated as paid holidays for Full-Time Employees, Regular Part-time Employees and Part-time Employees:

New Year's Day
Heritage Day
Good Friday
Easter Monday
Victoria Day
July 1
First Monday in August
Labour Day
National Day of Truth and Reconciliation (September 30)
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

(b) Each Full-Time Employee, Regular Part-time Employee and Part-time Employee shall receive any holiday proclaimed by the Provincial Government.

18.02 Regular Part-time and Part-time Employees shall qualify for the above holiday pay only if they have worked 15 days during the 30 calendar days prior to the holiday and only if they have worked on the regularly scheduled working day immediately preceding and immediately following the holiday. For the purposes of this Article,

Employees who are on paid jury duty, paid bereavement, paid union leave, or paid vacation will be entitled to the holiday. Employees who are on paid and unpaid sick leave and Workers' Compensation do not qualify for holiday pay pursuant to this Article.

- 18.03 Full-Time Employees will receive eight (8) hours of holiday pay when they do not work on the listed holiday in Article 18.01 (a).
- 18.04 Regular Part-Time and Part-Time Employees will receive pro-rated holiday pay when they do not work on the holidays listed in Article 18.01 (a). The calculation for prorating will be based on regular hours worked in the previous thirty (30) days up to a maximum of eight (8) hours.
- 18.05 When a Full-Time Employee is required to work on a holiday listed in 18.01 (a), the Employer shall pay the Employee for hours worked on the holiday at the rate of one and one-half times (1.5X) the regular hourly rate. In addition, the Employer shall schedule the Regular Full-Time Employee eight (8) hours off with pay within forty-five (45) days of the holiday.
- 18.06 When a Regular Part-Time Employee or Part-Time Employee is required to work on a holiday listed in 18.01(a), the Employer shall pay the Employee for hours worked on the holiday at the rate of one and one-half times (1.5X) the regular hourly rate. In addition, when a Regular Part-Time or Part-Time Employee works on a holiday listed in 18.01(a) the Employer shall schedule the Regular Part-Time or Part-Time employee time off with pay based on the pro rata formula in Article 18.04 within forty-five (45) days of the holiday.
- 18.07 Full-Time or Regular Part-Time Employees shall be granted either Christmas Day or New Year's Day off on an alternating basis. When it falls that an employee is off for Christmas Day, then the Employer will make reasonable efforts to schedule in a manner that will allow the employee to receive either Christmas Eve or Boxing Day off as well. When it falls that an Employee is off for New Year's Day, then the Employer will make reasonable efforts to schedule in a manner that will allow the Employee to receive New Year's Eve off as well.

ARTICLE 19 – VACATION

- 19.01 The vacation year shall be from April 1 to March 31 inclusive. Except as otherwise provided in 19.06, vacation must be taken during the vacation year in which it was earned. Where a mutual agreement has not been achieved by January 1st each year the Employer may schedule the remaining vacation. Employees may request a payout of up to twenty-four (24) hours of remaining vacation subject to management approval to be paid within ten (10) business days of the end of the vacation year.

19.02 A Full Time Employee shall be entitled to the following amount of paid vacation in a vacation year based on their completed years of service as of March 31st:

- (a) Less than one (1) year, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 26.00 regular hours paid to a maximum of 80 hours. Vacation time will be accessible on a pro-rated basis during the first year of employment;
- (b) Effective one (1) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credits for each 26.00 regular hours paid to a maximum of 80 hours;
- (c) Effective three (3) years of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum 120 hours;
- (d) Effective ten (10) years of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13 regular hours paid to a maximum 160 hours;
- (e) Effective twenty (20) years of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 regular hours paid to a maximum of 200 hours.

19.03 Regular Part-Time Employees shall be granted vacation time off on the same basis as Full-Time Employees and shall be on a pro rata basis. Regular Part-Time Employees shall be granted vacation time off prorated according to the number of regular hours paid and calculated as in Article 19.02 with the understanding that one year equals 2080 hours. Regular Part-Time Employees may receive their vacation pay for regularly scheduled shifts as vacation or request that vacation be paid out twice a year on November 30th and March 31st.

19.04 Part-Time employees shall receive vacation pay of 4% upon commencement of employment to be paid on each pay.

Upon completion of five (5) years of service Part-Time employees shall receive vacation pay of 6% to be paid on each pay.

Upon completion of ten (10) years of service Part-Time employees shall receive vacation pay of 8% to be paid on each pay.

19.05 (a) Full-Time and Regular Part-Time Employees shall submit vacation requests for the period from April 1 to March 31st of each year no later than January 15th and the Employer shall respond to such requests by March 15th. Vacation preference will be granted in order of seniority, subject to

operational requirements which will be the determining factor in granting vacation requests. The Employer shall post no later than March 31st, a finalized vacation schedule for the period from April 1st to March 31st upon which the Employee's vacation dates shall appear.

- (b) Full-Time and Regular Part-time Employees may apply seniority only once to take up to two (2) weeks' vacation leave between June 15th and September 15th. Employees who have not indicated their preference for this period by January 15th shall not be permitted to displace junior Employees who have made their selection in accordance with the time frames outlined in this Article.
- (c) No vacation requests shall be granted for the period between December 20 and January 5.
- (d) Employees who submit vacation requests after January 15th shall have vacation granted on a first come first serve basis if operational requirements permit. If a conflict exists between the requests of two or more employees which are received by the Employer on the same day, seniority shall govern.

19.06 Only under specific circumstances and with written approval of the Manager may a Full-Time or Regular Part-time Employee be permitted to carry over vacation to the next vacation year. In any case, the maximum vacation to be carried over will be forty (40) hours and must be used during the next vacation year.

19.07 Probationary Employees can accumulate but cannot use vacation credits during their probationary period.

19.08 Upon termination of employment, an Employee's earned vacation entitlement will be calculated and paid out on the final paycheck, subject to any money which the Employer may be owed by Employee which will be deducted from final pay.

ARTICLE 20 - SICK LEAVE

- 20.01 (a) Sick leave is an indemnity benefit and not an acquired right. An Employee is entitled to receive sick leave with pay when the Employee is unable to perform their work duties and provided proper medical certificates are presented to the Employer, upon request. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if the Employee is not otherwise receiving pay for that shift and provided the Employee has sufficient sick leave.
- (b) The Employer reserves the right to require any Employee claiming paid sick leave to produce evidence of illness satisfactory to the Employer.

Where an employee is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certificate forms or reports, which are not covered by medical insurance, upon a receipt being provided to the Employer from the employee.

- (c) Only Full-Time and Regular Part-Time and Part-Time Probationary Employees can accumulate paid sick time credits.
- (d) Paid sick leave shall accumulate at the rate of eight (8) hours for each one hundred and seventy-three point three (173.3) regular hours paid. The maximum accumulation shall be eight hundred (800) hours. Accrual is effective the first date of employment. Employees shall not be eligible to use paid sick leave during their probationary period but shall be credited with sick leave accrued upon successful completion of their probationary period.

20.02 Medical Appointments/Family Emergency/Personal Leave

Employees are expected to make every effort to schedule medical/dental appointments outside working hours. Employees are requested to take only those hours required for each appointment. Except in emergencies, same day notice is not considered adequate. Employees with sufficient sick leave shall be allowed paid leave of absence of up to sixty (60) hours per calendar year (prorated for part-time Employees based on full time equivalency) debited against sick leave credits in order to:

- (i) engage in personal medical and dental appointments during work hours;
- (ii) attend to family emergencies where the Employee's sick child, parent, or spouse has become ill or disabled in order to make alternate arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside their work hours.

20.03 Workers' Compensation

- (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 circumstance 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 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 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 not accrue any other benefits while on Workers' Compensation.
- (e) An Employee who participates in an ease back or return to work program following a period of Workers' Compensation 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.

20.04 The Employer acknowledges that the intent of the Attendance Awareness Program is to support employees who have non-culpable absenteeism. The Employer's Attendance Policy will outline the process to be followed in managing an employee's non-culpable attendance.

ARTICLE 21 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.01 Pregnancy and Parental leave shall be granted to employees in accordance with the *Nova Scotia Labour Standards Code*, R.S.N.S. 1989, c. 246, as amended.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Required Education Leave

- (a) The Employer shall provide and fund any Employer required training/ education for an Employee as deemed by the Employer.
- (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) 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.

22.02 Union Leave

- (a) Subject to operational requirements, leaves of absence will be granted upon request to the Employer, for up to three (3) Employees selected or appointed to attend labour conferences, conventions, and/or educationals. The requests must be in writing and must be submitted at least four (4) weeks in advance of the requested leave.
- (b) 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 leave of absence without pay and without benefits for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office.
- (c) Upon request of the Union, the Employer will maintain pay at the regular rates and benefit coverage for those Employees who have been granted leaves of absence in accordance with this article. In return, the Union agrees to fully reimburse the Employer for all salary and benefits paid while on leave.

22.03 Court Leave

Leave of absence without loss of regular pay shall be given, with notification to the proper manager, to every Employee other than an Employee on an unpaid leave of absence, 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 proceedings held, which are directly related to the Employee's own employment with the Employer:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

Any Employee given leave of absence with pay to serve pursuant to Article 22.03 shall have deducted from the Employee's salary an amount equal to the amount that the Employee receives for such duty.

Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

22.04 Personal Leave

An Employee may request a personal leave of absence without pay from the Employer to a maximum of twelve (12) months, which may be extended upon request. Such request must be in writing stating the reason for the leave, the date of commencement, and the expected date of return and be submitted to the Employer at least thirty (30) days in advance of the start date of the leave. The decision to grant the request for the leave shall be at the sole discretion of the Employer and will not be unreasonably denied. The Employer shall reply to such requests in writing no later than one (1) week from the date of the receipt of the request. Such leave of absence will not be granted for the purpose of maintaining/seeking alternate employment. Upon return from the approved leave the Employee will be placed in the same or comparable position for which they were originally in when the leave was approved.

22.05 Leave for Public Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay, without benefits and without further accumulation of seniority, but without loss of already accumulated seniority so that an Employee may be a candidate in federal, provincial or municipal elections.
- (b) An Employee who is elected to public office shall be allowed leave of absence without pay, without benefits and without further accumulation of seniority but without loss of already accumulated seniority during their terms of office for a maximum of up to four (4) years.

22.06 Benefits During Unpaid Leaves

Unpaid leaves of absence will be without pay and benefits (accumulation of vacation, sick leave, and holidays). While an Employee is on an unpaid leave of absence, the Employer will permit the Employee to continue participation in benefit plans, subject to eligibility. The Employee shall be responsible to pay both the Employer's and the Employee's shares of the premium costs for maintaining such coverage for which the Employee is eligible during the period of leave. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement satisfactory to the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

22.07 Employees will be granted Domestic Violence Leave in accordance with *Labour Standards Code*, R.S.N.S. 1989, c. 246, as amended.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01 Where a death occurs in the employee's immediate family, the employee shall be granted leave for five (5) consecutive calendar days away from the workplace, effective midnight following the death and shall suffer no loss of regular pay for hours the Employee would normally be scheduled to work during the five (5) days leave if the death had not occurred. If the notification of death occurs while the Employee is currently on shift, the Employee will be granted the remainder of the shift with pay and their five (5) consecutive calendar days will commence on the following day.
- 23.02 The immediate family is defined as: spouse, parents, step parents, spouses parents, grandparents, spouses grandparents, child, spouses child, foster child, a child to which you are the legal guardian, brother, sister, grandchildren, daughter in law, son in law. The relationship will only be considered "immediate family" in cases where it is a current relationship at the time the leave is claimed.
- 23.03 Where a death occurs in the employee's family, other than above, the employee shall be granted leave for two (2) consecutive calendar days away from the workplace effective midnight following the death and shall suffer no loss of regular pay for hours the Employee would normally be scheduled to work during the two (2) days leave if the death had not occurred. If the notification of death occurs while the Employee is currently on shift, the Employee will be granted the remainder of the shift with pay and their two (2) consecutive calendar days will commence on the following day. Other family members include brother in law, sister in law, aunt, uncle, niece and nephew.
- 23.04 The employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave.
- 23.05 In the event that the funeral is held more than 400 km from Berwick, two (2) additional unpaid days may be requested.
- 23.06 In the event of a death of a fellow worker, the Employer may allow at least one (1) person from the department involved to attend the funeral in town and surrounding areas up to 100km radius, without pay, provided adequate staffing is maintained.
- 23.07 If an Employee is on vacation or off on a paid leave at the time of the bereavement leave, the Employee shall be granted bereavement leave and all vacation or paid leave credits will be returned to their applicable bank.

ARTICLE 24 - COMPASSIONATE CARE LEAVE

24.01 Compassionate Care Leave shall be granted to employees in accordance with the *Nova Scotia Labour Standards Code*, R.S.N.S. 1989, c. 246, as amended.

ARTICLE 25 - LEAVE FOR STORM OR HAZARDOUS CONDITIONS

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

- (i) take the absent time as unpaid; or
- (ii) deduct the absent time from holiday time or vacation; or
- (iii) when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

ARTICLE 26 – JOB SECURITY

26.01 No bargaining unit members shall be laid off or have regular hours of work reduced as a result of the Employer contracting out bargaining unit work, except during emergency situations.

ARTICLE 27 – JOB CLASSIFICATION

27.01 Should a new classification be created within the bargaining unit during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and Union. Nothing herein shall prevent the Employer from filling such positions and having Employees working in such positions during such negotiations.

27.02 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. Upon request, the Union or an Employee shall have access to a copy of a current position description.

27.03 Elimination of Existing Classifications

Existing classifications shall not be eliminated without prior notification of at least sixty (60) calendar days and discussion with the Union.

ARTICLE 28 – SUPPLEMENTAL BENEFITS

28.01 Pension

All eligible Employees shall participate in the Nova Scotia Health Employees' Pension Plan (NSHEPP). Levels of contribution by the Employer and Employee shall be governed by the Plan.

28.02 The Employer agrees to provide a Long Term Disability insurance plan coverage which is one hundred percent (100%) paid by the Employee.

28.03 The Employer shall provide group insurance coverage (health care, dental care and life insurance), or comparable insurance coverage during the life of this collective agreement for participation by all Full-Time and Regular Part-Time Employees subject to eligibility requirements.

28.04 Cost Sharing

The Employer shall pay sixty-five percent (65%) of the cost of the premiums for the extended health and drug plan including life and ADD and the employee shall pay thirty-five (35%).

The Employer shall pay sixty-five (65%) of the cost of the premiums for the dental plan and the employee shall pay thirty-five (35%).

Optional life insurance and optional critical illness insurance is available for participation by employees, subject to eligibility requirements. Eligible employees who chose to participate shall pay one hundred percent (100%) of the premiums for optional life insurance and optional critical illness insurance.

28.05 Mandatory Participation

Participation in the group insurance plan is mandatory for any Employee who has completed their probationary period and is otherwise eligible to participate under the terms of the plan, unless the Employee establishes to the Employer that they have health care or dental care under a spouse's or common-law spouse's plan.

Full-Time Employees and Regular Part-Time Employees are eligible to participate in the group insurance plan provided that they have completed their probationary period and have been regularly scheduled to work the minimum hours required by the insurance carrier.

The Employee must arrange a time to meet with the representative of the Employer upon completion of the probationary period to complete the necessary enrolment forms or to establish coverage under a spousal or common law spousal plan.

Failure to do so within thirty (30) days shall result in the Employee being enrolled in a plan as a single participant.

ARTICLE 29 – EMPLOYEE HEALTH AND SAFETY

29.01 The Employer, the Employees and the Union will comply with and abide by the provisions of the *Occupational Health and Safety Act*.

29.02 An Occupational Health and Safety Committee shall be established pursuant to the provisions of the *Occupational Health and Safety Act*. The Committee shall be composed of equal numbers of the Employer and Employee Representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual members thereof by the said Act.

29.03 The Employer shall make reasonable provisions in respect of the health and safety of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards shall be provided by the Employer and Employees shall be required to use them. The Employees and the Employer shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Employees through the Occupational Health and Safety Committee.

29.04 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 30 – WAGES

30.01 The Employer shall pay wages to each classification as per Schedule A. On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from earned wages unless authorized by statute, court order, arbitration order or by this Agreement. Over payments shall be recoverable by the Employer.

30.02 If an Employee has not received wages earned in any one pay period it shall be adjusted by the Employer as soon as reasonably possible and paid not later than the following pay period. If the event that an employee has not received net wages of greater than one hundred (\$100) dollars earnings in any one pay period, it shall be adjusted by the Employer no later than three (3) business days. If an Employee receives wages in error they must report it to the business office not later than the

day following the next business day after the Employee knew or ought to have known of the overpayment.

30.04 Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than their own, they shall be paid their classification rate. If an Employee is assigned to perform work in a higher classification, they shall receive the rate for the higher classification. This sub-article does not apply to Employees who chose to work in a classification with a lower rate of pay.

30.05 Error in Payment of Wages

If the Employee receives an overpayment in wages or error in deductions of more than eight (8) hours' pay, the Employer, in consultation with the Union and the Employee, shall permit the Employee to pay back the amount in reasonable increments. For amounts less than eight (8) hours' pay, the Employee will repay the amount in one instalment.

ARTICLE 31 – PERSONNEL FILE

31.01 A personnel file shall be maintained for all Employees. Upon request and with at least forty-eight (48) hours' notice, the Employee shall be permitted to view their personnel file in the presence of a representative of the Employer. Upon request the Employee shall be provided with copies of documents therein. References and appraisals from outside the Employer's workplace shall not be shown to the Employee.

31.02 The Employer will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of the Employee the existence of which the Employee was not made aware of at or before the time of the filing.

31.03 An Employee who has been subject to disciplinary action other than suspension may, after eighteen (18) months of continuous service from the date the disciplinary action was invoked and provided there has been no recurrence of any further discipline during that time period, request in writing that the employment file be cleared of any record of the disciplinary action.

31.04 An Employee who has been subject to a suspension may, after two (2) years of continuous service from the date the suspension was invoked and provided there has been no recurrence of any further discipline during that time period, request in writing that the employment file be cleared of any record of the disciplinary action.

ARTICLE 32 – GENERAL CONDITIONS

32.01 The Employer shall provide bulletin board space accessible to Employees upon which the Union may post notices of Union meetings. The Union may post such other notices as may be of interest to Employees. All notices are to be strictly Union business and not contrary to the terms of this Agreement.

32.02 Accommodation shall be provided for Employees to have their meals, and to change and store their clothes.

ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS

33.01 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 or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations to the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

ARTICLE 34 – BENEFIT AND BINDING

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

ARTICLE 35 - TERM OF AGREEMENT

35.01 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.

35.02 Retroactive Pay for Terminated Employees

An Employee who has resigned or retired from their employment between November 1, 2020 and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages provided the Employee requests the retroactivity of any increase in wages, in writing, within thirty (30) days of the date of signing the Collective Agreement. Retroactive pay shall be paid by separate deposit.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their respective officials the day and first above written:

SIGNED THIS 19 day of June, **2023**.

FOR THE EMPLOYER:

Mr. MacIsaac

CEO

Grand View Manor

FOR THE UNION:

Patrick Kelly

President

Grand View Manor

APPENDIX "A"
WAGES

The hourly rates shown are based on 2080 hours per year.

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
Utility/ Driver Regular Rate	\$16.2467	\$33,793	\$16.4905	\$34,300	\$16.7379	\$34,815	\$17.6754	\$36,765	\$18.2056	\$37,868	\$18.2967	\$38,057
Food Service Worker Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
Housekeeping Regular Rate	\$16.6933	\$34,722	\$16.9436	\$35,243	\$17.1977	\$35,771	\$18.1352	\$37,721	\$18.6793	\$38,853	\$18.7727	\$39,047
Laundry												
Nursing Auxillary												
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	\$19.4736	\$40,505	\$19.5710	\$40,708

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate
CCA (no certificate)	1 year	\$17.5067	\$36,414	\$17.7693	\$36,960	\$18.0358	\$37,515
	2 year	\$17.9676	\$37,373	\$18.2372	\$37,933	\$18.5107	\$38,502
	3 year	\$18.2892	\$38,042	\$18.5636	\$38,612	\$18.8421	\$39,192
CCA (RN Student)	1 year	\$18.1391	\$37,730	\$18.4113	\$38,295	\$18.6875	\$38,870
	2 year	\$18.5252	\$38,532	\$18.8030	\$39,110	\$19.0851	\$39,697
	3 year	\$18.9648	\$39,447	\$19.2491	\$40,038	\$19.5379	\$40,639

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed April 12, 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
PCW/CCA (without certification)	1 year	\$18.1391	\$37,730	\$18.4113	\$38,295	\$18.6875	\$38,870	\$19.2481	\$40,036	\$19.3443	\$40,236
	2 year	\$18.5252	\$38,532	\$18.8030	\$39,110	\$19.0851	\$39,697	\$19.6576	\$40,888	\$19.7559	\$41,092
	3 year	\$18.9648	\$39,447	\$19.2491	\$40,038	\$19.5379	\$40,639	\$20.1240	\$41,858	\$20.2246	\$42,067

**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 "PCW/CCA (without certification)" as per the MOA re: CCAs, signed April 12, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA (with certificate)	1 year	\$18.1391	\$37,730	\$18.4113	\$38,295	\$18.6875	\$38,870	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	2 year	\$18.5252	\$38,532	\$18.8030	\$39,110	\$19.0851	\$39,697	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	3 year	\$18.9648	\$39,447	\$19.2491	\$40,038	\$19.5379	\$40,639	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%			
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	May.10-23 Hourly Rate	May.10-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Step 1	\$26.5566	\$55,238	\$26.9550	\$56,066	\$27.3593	\$56,907	\$28.1801	\$58,615	\$28.1801	\$58,615	\$28.3210	\$58,908
	Step 2	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8256	\$59,957	\$28.8256	\$59,957	\$28.9697	\$60,257
	Step 3	\$27.7520	\$57,724	\$28.1683	\$58,590	\$28.5908	\$59,469	\$29.4485	\$61,253	\$29.4485	\$61,253	\$29.5958	\$61,559
	Step 4	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3833	\$61,117	\$30.2648	\$62,951	\$30.2648	\$62,951	\$30.4161	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4807	\$65,480

***Re: 25 Year Service Salary Increment - LPNs: Effective May 10, 2023, 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.

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
Scheduler / Ward Clerk	Regular Rate	\$19.1708	\$39,875	\$19.4583	\$40,473	\$19.7502	\$41,080	\$20.3427	\$42,313	\$20.4444	\$42,524
Activity Worker (with PCW/ CCA course)	Probationary Rate	\$18.1246	\$37,699	\$18.3964	\$38,264	\$18.6723	\$38,838	\$19.2325	\$40,004	\$19.3287	\$40,204
	Regular Rate	\$18.4326	\$38,340	\$18.7092	\$38,915	\$18.9899	\$39,499	\$19.5596	\$40,684	\$19.6574	\$40,887
	After 1 year	\$18.8094	\$39,124	\$19.0916	\$39,711	\$19.3780	\$40,306	\$19.9593	\$41,515	\$20.0591	\$41,723
	After 2 years	\$19.1970	\$39,930	\$19.4850	\$40,529	\$19.7772	\$41,137	\$20.3705	\$42,371	\$20.4724	\$42,583
	After 3 years	\$19.5841	\$40,735	\$19.8779	\$41,346	\$20.1760	\$41,966	\$20.7813	\$43,225	\$20.8852	\$43,441
	After 4 years	\$19.9841	\$41,567	\$20.2838	\$42,190	\$20.5881	\$42,823	\$21.2057	\$44,108	\$21.3118	\$44,328
Physio Aide (without Physio Aide Training Program)	Probationary Rate	\$18.2849	\$38,032	\$18.5591	\$38,603	\$18.8374	\$39,182	\$19.4026	\$40,357	\$19.4996	\$40,559
	Regular Rate	\$18.5962	\$38,680	\$18.8750	\$39,260	\$19.1582	\$39,849	\$19.7329	\$41,044	\$19.8316	\$41,250
	After 1 year	\$18.9758	\$39,470	\$19.2606	\$40,062	\$19.5495	\$40,663	\$20.1360	\$41,883	\$20.2366	\$42,092
	After 2 years	\$19.3614	\$40,272	\$19.6519	\$40,876	\$19.9466	\$41,489	\$20.5450	\$42,734	\$20.6478	\$42,947
	After 3 years	\$19.7573	\$41,095	\$20.0536	\$41,712	\$20.3544	\$42,337	\$20.9650	\$43,607	\$21.0699	\$43,825
	After 4 years	\$20.1602	\$41,933	\$20.4625	\$42,562	\$20.7695	\$43,201	\$21.3926	\$44,497	\$21.4995	\$44,719
Staff Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0293	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0659	\$43,817	\$21.3819	\$44,474	\$21.7026	\$45,141	\$22.3537	\$46,496	\$22.4655	\$46,728
Maintenance Worker	Probationary Rate	21.303	\$44,310	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7183	\$47,254
	Regular Rate	21.6652	\$45,063	\$21.9901	\$45,739	\$22.3199	\$46,425	\$22.9895	\$47,818	\$23.1045	\$48,057
Physio Aide (with Physio Aide Training Program)	Probationary Rate	\$19.8383	\$41,264	\$20.1359	\$41,883	\$20.4379	\$42,511	\$21.0511	\$43,786	\$21.1563	\$44,005
	Regular Rate	\$20.1754	\$41,965	\$20.4780	\$42,594	\$20.7852	\$43,233	\$21.4087	\$44,530	\$21.5158	\$44,753
	After 1 year	\$20.7621	\$43,185	\$21.0734	\$43,833	\$21.3895	\$44,490	\$22.0312	\$45,825	\$22.1414	\$46,054
	After 2 years	\$21.3891	\$44,489	\$21.7100	\$45,157	\$22.0356	\$45,834	\$22.6967	\$47,209	\$22.8102	\$47,445
	After 3 years	\$22.1229	\$46,016	\$22.4547	\$46,706	\$22.7915	\$47,406	\$23.4753	\$48,829	\$23.5926	\$49,073
	After 4 years	\$22.8039	\$47,432	\$23.1460	\$48,144	\$23.4932	\$48,866	\$24.1980	\$50,332	\$24.3190	\$50,583

				% 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
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	\$47,896	\$23.3721	\$48,614	\$23.7227	\$49,343	\$24.4344	\$50,823	\$24.5565	\$51,078
Dietitian	Regular Rate	\$38.1775	\$79,409	\$38.7502	\$80,601	\$39.3315	\$81,810	\$40.5114	\$84,264	\$40.7140	\$84,685

				% Increase: 0.5%	
Classification		May.10.23 Hourly Rate	May.10.23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Physio Therapist	Probationary Rate	\$31.6873	\$65,910	\$31.8458	\$66,239
Occupational Therapist	Regular Rate	\$34.3051	\$71,355	\$34.4766	\$71,711
(effective date: DOR)	After 1 year	\$35.6132	\$74,075	\$35.7913	\$74,446
	After 2 years	\$37.0400	\$77,043	\$37.2252	\$77,428
	After 3 years	\$38.4942	\$80,068	\$38.6867	\$80,468
	After 4 years	\$40.0135	\$83,228	\$40.2136	\$83,644

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.

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 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.

LETTER OF UNDERSTANDING

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.

SIGNED THIS 19 day of June, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

M. MacIsaac

Wendie Kelly

CEO

President

Grand View Manor

Grand View Manor

MEMORANDUM OF AGREEMENT

GRAND VIEW MANOR CONTINUING CARE COMMUNITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5183

RETIREMENT ALLOWANCE

WHEREAS the Employer provided for a Retirement Allowance upon retirement that provided that Employees of Grand View Manor Continuing Care Community with a minimum of ten (10) years of service who retire in accordance with the provisions of the Grand View Manor Continuing Care Community Pension Plan or the Canada Pension Plan shall be entitled to the sum of six hundred (\$600.00) per year of service to a maximum of fifteen thousand dollars (\$15,000).

WHEREAS the Employer provided for a Long Service Award upon retirement that provided that employees of Grand View Manor Continuing Care Community with a minimum of 25 years service who retire from the employer will be awarded \$400 per year for each year of service beyond 25 years.

Public Services Sustainability (2015) Act

- (a) Notwithstanding the above retirement allowance and Long Service Award, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance and Long Service Award, which shall be the years up to March 31, 2015.
- (b) Any employee who has qualified for the above benefit by March 31, 2015 will receive upon retirement the benefit they have earned up to that date.

SIGNED THIS 19 day of June, 2023.

FOR THE EMPLOYER:

M MacIsaac

CEO

Grand View Manor

FOR THE UNION:

Wendie Kelly

President

Grand View Manor

MEMORANDUM OF AGREEMENT

GRAND VIEW MANOR CONTINUING CARE COMMUNITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5183

VACATION ENTITLEMENT FOR LEGACY EMPLOYEES

WHEREAS the parties agree that effective the date of the signing of this Agreement vacation will be earned in accordance with Article 19.02 of the Collective Agreement.

AND WHEREAS the parties agree that Employees with twenty-five (25) years of service who are currently earning vacation entitlement greater than the amounts set out in Article 19.02 up to a maximum of two hundred and forty (240) hours will continue to have that vacation entitlement.

SIGNED THIS 19 day of June, 2023.

FOR THE EMPLOYER:

M. Mansour

CEO

Grand View Manor

FOR THE UNION:

Robbie Kelly

President

Grand View Manor

MEMORANDUM OF AGREEMENT

GRAND VIEW MANOR CONTINUING CARE COMMUNITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5183

12 HOUR SHIFT SMOOTHING ROTATION

Whereas the parties have agreed to a twelve (12) hour shift smoothing rotation for CCA, LPN classifications, the parties agree as follows:

Except as provided below, all other provisions of the Collective Agreement continue to apply.

Article 15 – Hours of Work

Smoothing means a process whereby the wages for a full-time employee is averaged over a 6-week rotation period. Employees bank four hours in lieu in a bi-weekly period. During (1) one of the (6) six weeks, “the smooth week” when employees work less hours, the Employee shall be paid out this banked lieu time and be paid out holiday hours if needed, and vacation hours if needed to allow the continuation of their regular bi-weekly wages.

Shifts of twelve (12) hours shall include two (2) thirty (30) minute paid meal breaks and two (2) fifteen-minute paid rest period. All paid meal breaks/ rest periods shall be taken at such time as scheduled by the Employer.

In the event of an emergency should an Employee be required to work two (2) consecutive twelve (12) hour shifts, they shall be granted a thirty (30) minute paid break prior to commencing the second shift. They shall be provided with a meal by the Employer. The Employer will endeavor to schedule the employee off the following day, unless mutually agreed otherwise.

A weekend shall be defined, for Employees working twelve (12) hour shifts, as a consecutive seventy-two (72) hour period commencing on Thursday or Friday and ending on Sunday or Monday. Twelve (12) hour Employees shall have every second weekend off.

Employees who are regularly scheduled to work twelve (12) hour shifts or a mix of eight (8) and twelve (12) hour shifts shall have at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed.

Full-Time Employees and Regular Part-Time Employees working twelve (12) hour shifts shall not be regularly scheduled to work more than three (3) consecutive days in a row. Where employees are scheduled for three (3) consecutive days working twelve (12) hour shifts, the employer shall endeavor to grant the employee no less than two (2) consecutive days off.

Article 16 - Overtime

Time worked that is consecutive and in excess of regularly scheduled shifts of twelve (12) hours or more, or eighty-four (84) hours in a bi-weekly pay period shall be compensated at a rate of one and one-half times (1.5X) the Employee's regular hourly rate for the overtime worked.

Article 19 – Sick Leave

For the purpose of sick leave, it is understood that should a full time or part time employee subject to this memorandum avail themselves of sick leave, they shall be compensated for all hours equivalent to the shift for which they are regularly scheduled which shall be deducted from their sick bank.

SIGNED THIS 19 day of June, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

M. Isaac

Walter Kelly

CEO

President

Grand View Manor

Grand View Manor

MEMORANDUM OF AGREEMENT

GRAND VIEW MANOR CONTINUING CARE COMMUNITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5183

NOVA SCOTIA HEALTH EMPLOYEES PENSION PLAN – ARTICLE 28

WHEREAS the parties agree that effective the date of the signing of this Agreement all eligible Employees shall participate in the Nova Scotia Health Employees Pension Plan (NSHEPP);

AND WHEREAS previously the Employer provided to Employees a pension plan with Sun Life;

THEREFORE the parties agree that Employees who chose to continue with Sun Life can remain solely with Sun Life with no change, or they may chose to switch to NSHEPP but maintain assets in Sun Life or use the assets in Sun Life to buy back prior years of service.

SIGNED THIS 19 day of June, 2023.

FOR THE EMPLOYER:

M MacIsaac

CEO

Grand View Manor

FOR THE UNION:

Debbie Kelly

President

Grand View Manor

MEMORANDUM OF AGREEMENT

GRAND VIEW MANOR CONTINUING CARE COMMUNITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5183

UTILITY / DRIVER

Whereas the current incumbent in the Utility/Driver classification, Diane Mair was paid at the regular wage rate of \$17.7692 hourly and \$36,960 annually pre certification; and

Whereas the parties agreed to a Provincial Utility/Driver wage rate that is lower than Dianne Mair's current wage rate;

The parties are agreed:

- Diane Mair will be green circled at the wage rate of \$17.7692 hourly (that wage rate being the wage rate effective pre-certification).
- Diane Mair will receive the economic adjustments on that wage rate until and unless the wage rate for the classification of Utility / Driver becomes higher.

In the event that the wage rate for the Utility/Driver becomes higher, Diane Mair will receive the classification rate for the position.

SIGNED THIS 19 day of June, 2023.

FOR THE EMPLOYER:

M. MacIsaac

CEO

Grand View Manor

FOR THE UNION:

Debbie Kelly

President

Grand View Manor

MEMORANDUM OF AGREEMENT

GRAND VIEW MANOR CONTINUING CARE COMMUNITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5183

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.