

COLLECTIVE AGREEMENT

between

LUNENBURG HOME FOR SPECIAL CARE CORPORATION
operating as **HARBOUR VIEW HAVEN**

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4919

(the "Union")

(Expiry Date: October 31, 2023)

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Harbour View Haven/CUPE Collective Agreement

Preamble

Both parties recognize that:

- (i) the common object of the Employer and employees is the rendering of the highest standard of care possible to the residents of the Home within the bounds of resources available;
- (ii) every employee is a very important member of a team concerned with providing a comfortable, happy home for our residents;
- (iii) they have a common purpose to promote and maintain harmonious relationships between the Employer and the employees.

Article 1 Management Rights

The Union recognizes the right of the Employer to exercise the regular customary functions of management, except insofar as such rights are modified or limited by this Agreement; and the Union recognizes that it is the regular and customary function of the Employer to:

- (i) maintain order, discipline and efficiency and establish and enforce rules and regulations related thereto; and
- (ii) hire, direct, classify, transfer, promote and layoff, demote, suspend, discharge or otherwise discipline Employees for just cause; and
- (iii) determine the allocation and number of Employees required; and
- (iv) make or revise from time to time rules and regulations as to working programs, conduct and personal appearance of Employees.
- (v) Notwithstanding anything in this Collective Agreement, the Employer reserves the right to assign and reschedule staff within the workplace and adjust rotations to meet the operational requirements of the Home.

Article 2 Recognition and Negotiation

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Full-Time and Regular Part-Time Employees employed by the Employer at Lunenburg Home for Special Care, operating as Harbour View Haven, excluding the Administrator, Director of Care, Assistant Director of Care, Registered Nurses, Dietician, Education Coordinator, Therapeutic Services Director, Physiotherapy Assistant, Volunteer Coordinator, Office Staff, students and those persons excluded by Section 2(2)(a) of the *Trade Union Act*.

- 2.02 The Employer agrees that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights which will conflict with any of the provisions of this Agreement.
- 2.03 Employees whose positions are not in the bargaining unit shall not work in any positions that are in the bargaining unit except where agreed between the Union and the Employer, in emergencies (including a pandemic), in accordance with past practice or where it does not cause undue hardship to members of the bargaining unit.

Article 3 Prohibition of Discrimination

- 3.01 (a) The Employer and the Union agree that there shall be no discrimination against an employee in employment on the basis of 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; or that individual's association with another individual or class of individuals having characteristics referred to above.
- (b) There shall be no discrimination against an employee because of that employee's membership, activity or non-activity in the Union, or any reason that is contrary to the *Nova Scotia Trade Union Act*.

Article 4 Definitions

- 4.01 The "Employer" is Lunenburg Home for Special Care Corporation, operating as Harbour View Haven.
- 4.02 The "Union" is the Canadian Union of Public Employees Local 4919.
- 4.03 A "Full-time Employee" is an employee who is hired to normally work eighty (80) hours in a bi-weekly pay period or two hundred and forty (240) hours in a six (6) week schedule and who has completed the probationary period.
- 4.04 A "Regular part-time employee" means an employee who is hired for an indefinite term and who is regularly scheduled to work less than 80 hours per bi-weekly pay period and who has completed the probationary period.
- 4.05 A "Temporary Position" is a full-time or regular part-time position that will be available for at least three (3) months. The Employer may terminate a temporary position at any time. Where a full-time or regular part-time employee is filling a temporary position, they will keep their full-time or regular part-time status for purposes of maintaining eligibility for the health and pension plan.
- 4.06 Unless otherwise provided, "hours worked" for the purposes of vacation pay and sick leave credits include all regular hours worked, vacation hours paid,

holidays paid, paid leaves of absence but excludes workers' compensation pay (except in accordance with Article 28).

- 4.07 "Regular Rate of Pay" is the hourly rate found in the attached salary scale.
- 4.08 Probationary Period - A newly hired Employee shall be on probation for a period of 480 hours worked, including orientation, with this Employer. Such probationary employees may be terminated at any time at the discretion of the Employer. The Employer will, during the period, apprise the employee of any concerns or unmet expectations. An employee on successful completion of the probationary period shall have seniority dated back to the date of hiring. Probationary employees who are terminated shall be given notice in accordance with the Labour Standards Code.
- 4.09 For the purpose of this Agreement, the female shall be deemed to include the male and the singular deemed to include the plural and vice versa.

Article 5 Dues Deduction and Union Security

- 5.01 (a) The Employer, the Union and the Employees covered by this Collective Agreement agree that there will be no intimidation, interference, restraint or coercion exercised or practiced with or against any employee of the Employer relating to membership or lack of membership in the Union.
- (b) Employees in the bargaining unit shall pay union dues. This includes any time spent on the probationary period. The Union undertakes to admit to membership all employees in the bargaining unit who apply for such membership. (July 9/10)
- 5.02 The Union must advise the Employer in writing of the amount of regular bi-weekly dues.
- 5.03 The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues and that such change shall not be made more frequently than once annually.
- 5.04 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 and classifications of Employees from whose wages the deductions have been made.
- 5.05 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this article.
- 5.06 At the same time that Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of Union dues paid by each

Union member in the previous year. The Employer will provide such slips to employees electronically. If an Employee is unable to obtain access to a computer and printer, the Employer will make forms available to such Employees to fill out requesting a hard copy of the slip. Employer will provide such hard copies to Employees by February 14th, provided the Employees have requested such hard copies by January 30th.

NOTE: The Employer will provide the slips in .pdf format.

- 5.07 Following the signing of the Collective Agreement, the Employer agrees to upload the document to its website so that it can be available to all Employees. The Employer shall make a paper copy available on each unit.
- 5.08 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues deductions.
- 5.09 A representative of the Union shall be given an opportunity to speak to new Employees during the orientation of new staff to the facility for the purposes of acquainting them with the benefits and duties of Union membership. The time for this presentation will be a maximum of fifteen (15) minutes and there shall be no loss of regular pay.

Article 6 Correspondence and Union Representation

- 6.01 All official correspondence between the parties relating to this Collective Agreement or incidental to it shall pass to and from the Employer's Administrator or designate and the Local Recording Secretary or designate. All such correspondence shall be hand delivered or sent by regular mail.
- 6.02 Provided there shall be no undue delay caused by the unavailability of a Steward or Union representative, Employees who are the subject of an investigation may have the assistance of their Shop Steward when questioned by the Employer. A representative of the Canadian Union of Public Employees shall, with permission of the Employer, have access to the Employer's premises in order to assist in the processing and/or settlement of a grievance. Permission will not be unduly withheld. The Union agrees that Union activity not provided for in this agreement will not take place during working hours or on the premises of the Employer without the consent of the Employer.
- 6.03 The Employer shall provide the following information annually and shall provide it in electronic form:
 - (a) the name of each Employee; and
 - (b) the mailing address and telephone number (if available) of each employee; and
 - (c) the personal email address of each employee (if available); and
 - (d) the employee's employment status (such as full-time, part-time, temporary, casual)

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

Article 7 Labour Management Committee

- 7.01 A Labour Management Committee shall be established consisting of no more than three (3) representatives of the Employer and no more than three (3) representatives of the Union. The Employer will endeavour to ensure that one of its representatives is the Administrator. Additional parties may be present provided the Union and the Employer mutually agree. The Committee shall enjoy the full support of both parties in their joint interests.
- 7.02 The Committee shall attempt to foster good communication and effective working relationships between the parties and a spirit of cooperation and goodwill within the Home. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall not have the power to add, to modify, or amend this Collective Agreement.
- 7.03 The Committee shall meet as mutually agreed but at least every four (4) months. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) days prior to the meeting. Employees on duty at the time of such a meeting shall not lose any pay while attending. It is agreed that the Labour Management Committee meetings would not normally last longer than one (1) hour.
- 7.04 Following each meeting, either party shall circulate to the other draft minutes of the meeting. Within ten (10) business days of receiving draft minutes, the receiving party shall approve them or approve with corrections. Once the minutes are approved either party may make them available to staff. At each meeting the first item on the agenda shall be to review and approve the minutes of the last meeting if the last meeting's minutes have not been approved.

Article 8 Labour Management Relations

- 8.01 The Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisors from Department Head/Unit Manager and above.
- 8.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members on the Committee.

- 8.03 The Employer will grant leave with pay for a three (3) person negotiation committee for a combined total of seventy-two (72) hours. To be eligible for pay, the employee must have been scheduled to work. Eligibility for pay is only for the time the parties meet directly and does not include conciliation. No more than two (2) members of this committee shall be from the nursing department.
- 8.04 The Employer shall make available to the Union, on request, the following bargaining unit information required for collective bargaining purposes: Canadian Union of Public Employee wage rates, job descriptions and benefit plans, and classifications.

Article 9 Grievance and Arbitration

- 9.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. A Steward shall assist any Employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.
- 9.02 One Employee who is a member of the Executive of the Union or who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay, during normal working hours to assist in matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and obtain permission from their Department Manager prior to leaving their workplace and report to their immediately upon their return. Such permission shall not be unreasonably withheld. The scheduling of any absence would be at a mutually agreeable time and is not to affect resident care.
- 9.03 The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward. The Employer shall post the names of each department manager for the purposes of this article in a conspicuous place on the first floor.
- 9.04 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments regarding these disputes as provided in this Article. However, the Union recognizes that each Steward is an Employee of the Employer and that they will not leave their work during working hours without first obtaining permission of their supervisor, which permission shall not be unreasonably withheld.
- 9.05 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement.
- 9.06 A grievance shall be processed in the following way:

Step 1 - Informal Resolution - Within ten (10) business days after the date of the occurrence or discovery of the grievance, the Employee and a Union

representative or the Union representative shall first notify the Department Manager or designate that this is step 1 of the grievance procedure and discuss the grievance with the Department Manager or designate who shall provide the Union representative with an answer within three (3) business days.

Step 2 - Formal Written Grievance - Should the verbal answer given by the Department Manager or designate at Step 1 not be acceptable to the grievor, the grievance shall be submitted in writing to the Department Manager or designate within ten (10) business days of the receipt of the decision in Step 1. The Department Manager or designate shall give their reply in writing, within ten (10) business days of receipt of the grievance.

Step 3 - Failing a satisfactory settlement at Step 2, the grievance shall be submitted in writing to the Administrator or designate.

Within five (5) days of receipt of the grievance, the Administrator shall arrange and hold a meeting with the employee(s) concerned and their Union representative and any non-bargaining unit persons whom the Administrator considers appropriate to discuss the grievance. If the decision of the Administrator or designate is not acceptable, the Union shall notify the Administrator or designate within ten (10) days of receiving the reply that the grievance will be proceeding to arbitration.

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

- 9.07 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs or in case of a Union grievance, Step 1 of the Grievance Procedure may be by-passed.
- 9.08 Employer Grievance - The Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President shall answer such grievance within ten (10) business days. If the answer is not acceptable to the Employer, the Employer may within ten (10) business days from the day the President gives their answer, give ten (10) business days' notice to the President of the Union of its intention to refer the dispute to arbitration.
- 9.09 Grievances concerning lay-off and recalls, unresolved health and safety issues and terminations shall be initiated at Step 3 of the Grievance Procedure.
- 9.10 Arbitration - In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person board of arbitration.
- 9.11 A three (3) person arbitration board shall be selected as follows: the Union and the Employer shall each appoint a member of the arbitration board within

ten (10) days of notice of arbitration. The nominees to the Board shall then appoint a Chairperson within ten (10) days of the date when the last of those nominees is appointed. Should the nominees fail to agree in the selection of a Chairperson, the Chairperson shall be named by the Minister of Labour and Workforce Development.

- 9.12 The Union and the Employer shall agree upon a single arbitrator within a reasonable amount of time. In the event of a failure to agree, the single arbitrator shall be appointed by the Minister of Labour and Workforce Development.
- 9.13 The Board of Arbitration or single arbitrator shall render a decision in as short a time as possible.
- 9.14 Arbitration awards shall be final and binding as provided in the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Collective Agreement, but shall have the power to modify or set aside any unjust penalty or discharge, suspension or discipline imposed by the Employer on an Employee.
- 9.15 The time limits for initiating individual or policy grievances are mandatory. Subsequent time limits are directory and an Arbitrator/Arbitration Board shall be able to overrule a preliminary objection that time limits are missed from subsequent steps onwards, providing the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Party's position should not be prejudiced by the delay.
- 9.16 For the purpose of this Article only, work days shall be Monday to Friday inclusive, excluding holidays.
- 9.17 The Employer and Employee shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the chairperson of the board.
- 9.18 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) days. If the parties mutually agree to seek clarification of the award, any expense incurred shall be cost shared equally by the parties.
- 9.19 All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Article 10 Seniority

- 10.01 Seniority is based on an Employee's most recent start date and shall include service with the Employer before the date of certification.

- 10.02 Where two or more Employees have same seniority, their order on the seniority list shall be determined in accordance with the date of their respective applications for employment, with the earlier applicant being the more senior. The Employer will provide a seniority list to the Union and post a copy in the workplace on or before January 31 of each year, updated to December 31 of the previous year. Once the seniority list is posted, Employees will have thirty (30) calendar days to submit proof of any error(s) to the Employer with respect to their seniority over the previous 12-month period only.
- 10.03 An Employee shall lose their seniority and employment in the event that:
- (i) they are discharged for just cause and is not reinstated;
 - (ii) they resigns for any reason;
 - (iii) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - (iv) after recall they fail to notify the Employer within seven (7) days;
 - (v) they are laid off for more than twelve (12) months;
 - (vi) they retire for any reason;
 - (vii) they fail to return from an authorized leave of absence or takes other employment while on a leave of absence.

Article 11 Layoff and Recall

- 11.01 A layoff shall be defined as a reduction in the work force or a reduction in an Employee's scheduled hours or work.
- 11.02 Where the Employer decides that a layoff(s) is necessary, it will provide employee(s) to be affected and the Union with as much advance notice of the layoff(s) as reasonably practical but in any event not less than one week's written notice of the layoff(s). If the employee has not had the opportunity to work during the one-week notice period, they shall be paid for the days for which work was not made available to them during that period.
- 11.03 In the event of a lay-off, Employees shall be laid off in reverse order of classification seniority and recalled in order of classification seniority. However, seniority may be bypassed where qualifications or a training period are required.
- 11.04 An Employee who has received notice of layoff may bump into any bargaining unit position that is vacant at that time and that they are qualified to perform.
- 11.05 No Employee outside the bargaining unit shall be employed as a Full-Time or Regular Part-Time Employee until all those Employees off work as a result of lay-off have been given an opportunity for recall.
- 11.06 An Employee shall be recalled by telephone followed by registered mail. Employees are responsible for leaving their current address and telephone number with the Employer.

11.07 Employees are expected to be available for work as soon as is reasonably possible after recall and no later than five (5) working days after recall. If an employee does not return within five (5) working days of the recall notice, they shall be deemed to have resigned their employment, unless mutually agreed.

Article 12 Vacancies and Promotions

Permanent Positions

- 12.01 When the Employer decides a permanent vacancy or a new permanent position is to be filled within the bargaining unit, the Employer shall post notice of the vacancy on bulletin board(s) and electronically where employees have access to it, for seven (7) business days, excluding Saturdays, Sundays and holidays. The Employer shall advise the bargaining unit how to access the electronic notices. Any applicant from within the bargaining unit must make written application within the one-week posting period.
- 12.02 The notice shall contain the nature of the vacant or new position, the number of guaranteed hours (FTE status), and the required qualifications and the current rate of pay for the position.
- 12.03 In making the selection to fill the vacancy, the Employer will select the best candidate based on the skill, ability and attendance record required to perform the job in an effective manner. Where these factors are equal, the applicant with the greater seniority with the Employer will be given preference. Job postings may be filled without an interview in some circumstances.
- 12.04 The Employer shall not be prohibited from advertising for persons outside the bargaining unit for positions within the bargaining unit provided that first consideration shall be given to employees within the bargaining unit who apply for such vacancies or new positions. No application received from outside advertisements for any permanent vacancy or new permanent position shall be processed until the applications of present employees have been processed.
- 12.05 A successful applicant from the bargaining unit shall be on a trial period of 480 hours worked. Conditional upon satisfactory performance, the Employee shall be declared permanent after the trial period. If the successful applicant proves unsatisfactory in the position during the trial period, or if in the Employer's assessment such employee is unable to perform the duties of the new job, or if the Employee wishes to return to their previous position, they shall be returned to their former position without loss in pay or seniority. Any other Employee promoted or transferred because of any rearrangement of positions within the bargaining unit shall be returned to their former position without loss in pay or seniority. An Employee who has exercised their right to return to their previous position under this article may not exercise that right more than once in any twenty-four (24) month period.
- 12.06 Within fifteen (15) business days of the date upon which the notice of vacancy or new position is posted under article 12.01, the name of the successful

applicant shall be posted on bulletin board(s) for no less than five (5) business days.

- 12.07 The Employer shall explain to an unsuccessful applicant why they did not get the posting, upon request.

Temporary Positions

- 12.08 The Employer agrees to post all temporary vacancies within the bargaining unit which are expected to be more than three (3) months in duration. Temporary vacancies of more than three (3) months duration will be awarded to the most senior qualified Employee.

- 12.09 An Employee interested in the posted temporary vacancy or any possible resulting vacancy(ies) must apply for the temporary vacancy. The Employer will not be required to post for a resulting vacancy(ies).

- 12.10 Where a Regular Part-Time Employee is filling a temporary position, they may not apply for any other posted position unless the posted position is for a longer duration than the position they are currently filling or it is a permanent position.

- 12.11 Transfers out of the Bargaining Unit - 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 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 during their trial period, which shall be a maximum of 540 hours paid. If an Employee returns to the bargaining unit, they shall be placed in their former job, or failing that, in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

- 12.12 The Employer shall endeavour to provide on-the-job training so that Employees may have the opportunity to acquire additional skills and knowledge that may benefit them in their employment with the Employer.

Article 13 Hours of Work

- 13.01 (a) The Employer will post the schedule two (2) weeks in advance and shall endeavour to have the Christmas day schedule up three weeks before Christmas day. The scheduling of shifts shall be subject to the operational requirements of the Employer.

- (b) Two weeks prior to the posting of the schedule, a Regular Part-Time Employee shall indicate to the Employer their availability to work Additional Shifts (those scheduled prior to posting) and Relief Shifts (those that become available after posting). The Employer shall schedule Additional Shifts in accordance with seniority. For greater clarification, if the senior Regular Part-Time Employee does not

indicate their availability to work additional shifts in accordance with this Article, any additional shifts shall be assigned to the next senior Regular Part-Time Employee. Once a Regular Part-Time Employee has indicated their availability to work and has been scheduled for a shift, they must be available and must work shifts, as assigned.

- (c) Relief Shifts shall be offered first to Regular Part-Time Employees in accordance with seniority and availability and then to Casual Employees. If the senior Employee is not available, the Employer will continue to call in following the seniority list.
- (d) In the case of a same-day shortage and where overtime would not result, the Employer may offer some or all of the shift to staff already present in the facility before using the Relief Shift process described in paragraph (c). The hours shall be assigned in order of seniority to staff who express an interest.

13.02 Subject to the Employer's right to determine work schedules, the normal hours of work for a Full-Time Employee shall average eighty (80) hours biweekly over the period of the rotation.

13.03 Where operational requirements permit, two employees in the same classification who wish to switch one of their scheduled shifts with each other, shall submit a joint request in the manner required by the Employer and the request would normally be allowed if:

- (a) The request has been made at least two (2) business days in advance of the first shift to be affected to avoid any operational difficulties; and
- (b) The two shifts being exchanged both fall within the same pay period, or within two (2) adjacent pay periods. An exchange of shifts under this Article will not entitle an employee to over-time pay.

Such requests shall be approved as soon as possible and no later than five (5) business days from the date of the joint request. For purposes of this article, a business day is Monday to Friday but excludes holidays recognized in this collective agreement or any other day when the business office is closed.

13.04 (a) The Employer will attempt to give Full-Time Employees two (2) weekends off in every four (4) weekends, unless the Employee agrees otherwise.

- (b) The Employer agrees to attempt to give Regular Part-Time Employees every second weekend off, subject to operational requirements.

13.05 Employees scheduled to work twelve (12) hour shifts may be required to work up to three (3) consecutive shifts and shall have up to seven (7) non-consecutive days off in each two (2) week period, unless otherwise agreed between an Employee and the Employer.

- 13.06 If a shift is at least four (4) hours in length, the Employee shall be entitled to a fifteen (15) minute paid break. Breaks cannot be combined or used to end a shift early. As the breaks are paid, Employees are expected to stay on or near enough to the Employer's property so that they could respond to any emergency. Any exceptions to these restrictions must be approved by the Department/Unit Manager, in advance and as each circumstance requiring it arises.
- 13.07 The Employer will provide twenty-four (24) hours notice to an Employee when their hours of work as posted, within that pay period, have to be changed. If the hours of work are changed without twenty-four (24) hours notice and without the agreement of the Employee) the Employee shall receive overtime compensation for all the hours worked which have been changed. This Article applies only to a change in the posted schedule and not call-ins.
- 13.08 The Employer shall make a reasonable effort to ensure that Full-Time Employees have sixteen (16) hours off between shifts or twelve (12) hours where twelve hour shifts are in place. The Union recognizes that shift rotations may periodically require shorter timeframes between shifts, and that this may not be possible in the Dietary Department or in emergencies.
- 13.09 Subject to Article 19.06, a Full Time employee who regularly works a twelve (12) hour rotation will enjoy the benefit of a smooth week once during the six (6) week rotation. This smooth week shall result in the employee having seven (7) calendar days off. The parties recognize that this will require the mandatory utilization of earned holiday time and shortfalls will be made up from vacation banks.

Article 14 Overtime

- 14.01 (a) (i) Employees who are regularly scheduled to work a twelve (12) hour shift rotation shall be paid overtime at one and a half (1.5) times the employee's regular hourly rate for all hours worked in excess of the twelve (12) hour shift in anyone day, eighty-four (84) hours in a bi-weekly pay period, or two hundred and forty (240) hours in a six (6) week schedule and in consideration of how the "smoothed" hours are incorporated into the schedule.
- (ii) Employees who are regularly scheduled to work an eight (8) hour shift rotation shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of an eight (8) hour shift in any one day and eighty (80) hours in a bi-weekly period.
- (b) Hours used to determine whether an employee has met the threshold for overtime pay shall be regular hours worked, scheduled holiday hours and scheduled vacation hours.

- 14.02 Any employee who is required to work overtime of at least two (2) hours and contiguous with a regular shift shall be supplied with a meal at no expense to the employee.
- 14.03 When an employee has to work a double shift in an emergency and is scheduled to work the next day, the employee may, upon request have the next day off provided that a replacement can be found for the employee.
- 14.04 Overtime must be pre-approved or authorized by the Department Manager or designate. Designate shall include a Licensed Practical Nurse delegated as in-charge person in accordance with Article 15.01.
- 14.05 Where an Employee is called in to 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 work until the normal completion of the shift. An Employee called in to 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.
- 14.06 Where an Employee is called in to work for a regular shift and reports for work and the Employer decides not to retain the Employee for the shift the Employee will work for a minimum of four (4) hours or if the Employer decides to send the Employee home the Employee will be compensated for four (4) hours.
- 14.07 Call Back - An employee who has completed their regular day's work and who has left the Employer's premises, and is called back to work not continuous with, before or after, their regularly scheduled hours, shall receive a minimum of four (4) hours' pay at the prevailing rate at the time of the callback, for which they may be required to work four (4) hours.

Article 15 Responsibility Pay

- 15.01 Where the Employer specifically, and at its sole discretion, designates and directs an LPN to be in charge of the building for the full shift, the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight hour shift (pro-rated for a shift of more or less than eight (8) hours) in addition to their regular hourly rate.
- 15.02 In the absence of management staff or a registered nurse, including a registered nurse designated to be on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked with the designated responsibility.
No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay

Any current compensation for responsibility for the facility which is greater shall be red-circled

Article 16 Leaves of Absence

16.01 Union Leave

- (a) Upon giving two (2) weeks' notice to the Employer and subject to operational requirements, no more than two (2) Employees elected or appointed to represent the Union at annual conventions shall be allowed a leave of absence without pay and benefits.
- (b) Upon giving two (2) weeks' notice to the Employer and subject to operational requirements, not more than three (3) Employees selected or appointed to represent the Union at recognized labour educational courses shall be allowed leave of absence without pay and benefits.
- (c) Upon reasonable notice to the Employer and where operational requirements permit, an unpaid leave of absence shall be allowed Employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. This leave shall be without pay and benefits.

16.02 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 two (2) years.

16.03 Personal and Education Leave

- (a) The Employer may grant or refuse a request for a leave of absence without pay and without benefits for good and sufficient cause ("personal leave"), provided such leave may be arranged without undue inconvenience to the normal operations of the Employer's facility. Applicants when applying must indicate, in writing, the date of departure and specify the date of return.
- (b) An Employee is entitled to a one-day leave of absence with pay where they must be absent from work to write examinations to obtain employment qualifications for a bargaining unit position. Payment will be made when the Employee provides proof of successful completion of the course.

- (c) The Employer may grant an education leave without pay or benefits to an Employee who has been employed for a minimum of one (1) year. An Employee shall return to their former or equivalent position. Such leaves shall only be considered when operational requirements permit.
- (d) Subject to plan requirements, Employees on leaves of absence without pay who wish to continue benefits shall be responsible for paying both the employee's and the Employer's share of benefit premiums.

16.04 Required Education

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

16.05 Bereavement Leave

- (a) Full-time Employees who have completed their probationary period shall be entitled to the following bereavement leave:
 - (i) When a death occurs in the immediate family of a Full-Time Employee, she is entitled to paid bereavement leave for their five (5) consecutive working days immediately following the death. Immediate family includes father, mother, husband, wife, common-law spouse, son or daughter, brother or sister, or common-law spouse's son or daughter, stepmother, stepfather, legal guardian, stepson and stepdaughter.
 - (ii) Full-Time Employees shall be granted bereavement leave with pay for three (3) working days upon the death of the Employee's grandparents, grandchildren, in-laws, common-law spouse's mother or father, step brother or step sister who grew up in the same home as the Employee, or any relative living under the same roof as the Employee at the time of the death.
- (b) Regular part-time employees who have completed their probationary period shall be entitled to the following bereavement leave:

- (i) When a death occurs in the immediate family of a regular part-time employee, they are entitled to a maximum bereavement leave of their five (5) consecutive working days immediately following the death. If any of the five (5) working days falls within the seven (7) calendar day period immediately following the death, the employee shall not suffer any loss of wages for the hours they were scheduled to work on that working day. If any of the five (5) consecutive working days (or any part thereof) falls after the seven (7) calendar day period immediately following the death, such bereavement leave will be without pay. Immediate family includes father, mother, husband, wife, common-law spouse, son or daughter, brother or sister, or common-law spouse's son or daughter, stepmother, stepfather, legal guardian, stepson and stepdaughter.
- (ii) Regular part-time employees shall be granted bereavement leave of three (3) working days upon the death of the employee's grandparents, grandchildren, in-laws, common-law spouse's mother or father, or any other relative living under the same roof as the employee at the time of death. If the working day falls within the seven (7) calendar day period immediately following the death, the employee shall not suffer any loss of wages for the hours they were scheduled to work on that working day. If the working day falls outside the seven (7) calendar day period immediately following the death, the employee shall be entitled to the working day off without pay.
- (c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.
- (d) In the event that the funeral is held more than 400 kilometres from Lunenburg or out of the province, two (2) additional unpaid days may be granted.
- (e) If a death occurs in the employee's family for which the employee is entitled to bereavement leave under this article, and the employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days to the maximum allowed under bereavement leave.
- (f) Employees on leave of absence or sick leave are not eligible for paid bereavement leave. If they choose to take bereavement leave during or immediately following such leaves, the bereavement leave taken shall be without pay.

16.06 Court Leave

- (a) If the Employer requires that an individual testify in any legal proceeding involving it, the Employee shall not suffer any loss of pay.
- (b) Where an Employee is subpoenaed to serve as a witness in any other legal proceeding, the Employer shall grant a leave of absence without pay.
- (c) The Employee may be required to provide the Employer with a copy of the summons or subpoena.
- (d) An employee on court leave will not lose seniority.

16.07 Jury Duty Leave

- (a) If an Employee receives a notice to attend for Jury Selection, they must advise the Employer as soon as possible.
- (b) If an Employee is selected for jury duty, they must advise the Employer as soon as possible. Leave for jury duty shall be with pay but any stipend must be turned over to the Employer as soon as it is received. If the employee does not turn over the stipend, the Employer can deduct the amount of the stipend from the Employee's wages. An Employee on jury duty will not lose seniority.

16.08 Pregnancy Leave

- (a) Employees are entitled to pregnancy leave in accordance with the *Labour Standards Code*.
- (b) The Employee shall resume their classification and its corresponding hourly wage rate, upon return from leave.
- (c) The Employer shall pay its share of the premiums for group insurance benefits for a period of eight (8) months while the Employee is on pregnancy leave, provided that the Employee pays their share of the premiums to the Employer prior to the date the premiums are due. Failure on the part of the Employee to submit payments by the date premiums are due shall result in the cancellation of benefits.
- (d) Employees on pregnancy leave shall not accrue hours paid for the purpose of vacation, sick time or holidays and shall not have their seniority date altered as a result of the leave.

16.09 Parental Leave

- (a) Employees are entitled to parental leave in accordance with the *Labour Standards Code*.

- (b) Employees on parental leave shall not accrue hours paid for the purpose of vacation, sick time or holidays and shall not have their seniority date altered as a result of the leave.

16.10 Leave for Storm or Hazardous Conditions

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

- (i) take the absent time as unpaid; or
- (ii) deduct the absent time from accumulated overtime, holiday time or vacation;

16.11 Sick Leave for Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of forty (40) hours per annum (pro rated for Part-Time Employees) debited against sick leave credits in order to:

- (a) attend appointments for the Employee's personal preventative medical or dental care. An Employee shall advise their Department Manager when they become aware of the appointment for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Employee's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Employee's immediate family, as defined in Article 16.05(a)(i), who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;
 - (iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 16.10) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require verification of the condition claimed.

- 16.12** Any member of the bargaining unit that temporarily takes a non-union position with the Employer shall retain their seniority while in the non-

union position for a period of up to six (6) months. Once the member returns to their bargaining unit position they shall be returned to their former position.

16.13 Domestic Violence Leave

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

Article 17 Sick Leave

17.01 (a) Accumulation

Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred seventy-three (173.3) hours worked (not including sick time), to a cap of eight hundred eighty (880) hours, beginning the first date of employment in the bargaining unit.

(b) Use of sick leave

Sick leave is available to provide protection for an Employee from loss of earnings due to illness or injury for which compensation is not payable under the *Workers' Compensation Act*. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from scheduled duty due to illness or injury as described above. Scheduled duty includes any shift on the regular schedule or any extra shift that has been accepted more than forty-eight (48) hours in advance of the shift.

- (c) An Employee is entitled to sick leave with pay provided that the Employee is unable to perform their duties and provided satisfactory medical certificates are presented to the Employer if requested in advance or when the employee calls in sick, and provided they have the necessary sick leave credits. If such medical certificate is not produced within one (1) week, the Employee shall have no claim for pay in respect of their absence from work.
- (d) An Employee is not entitled to receive sick leave when they are on vacation, holiday, a leave of absence, workers' compensation, and any other leaves specified in this Collective Agreement.
- (e) Any unused sick leave benefits shall be cancelled on termination of employment.
- (f) Fraudulently applying for and obtaining sick leave shall be cause for discipline by the Employer.

- (g) If an Employee has been off for less than one work day due to illness or injury, their sick leave will be deducted by the number of hours they were unable to work on that day, rounded to the nearest hour.
- (h) Where an Employee knows that they will not be able to attend work due to illness or injury, the Employee must notify their Department Manager (or designate) as soon as possible but at least two (2) hours before the commencement of a scheduled shift.
- (i) Before reporting for duty after an absence of three scheduled work days due to illness or injury, an employee must notify their Department Manager or designate at least 24 hours before reporting for duty. Failure to do so may result in loss of pay.
- (j) The Employer can require satisfactory confirmation of a specialist appointment.

17.02 Probationary Employees

Employees can accumulate but cannot use sick leave credits during their probationary period.

Article 18 Vacations

18.01 Vacation Entitlement

Each year of service for the application of this Article shall be a period of twelve (12) months effective on the Employee's date of hire. Vacation credits shall accumulate to the Employee on the following basis:

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.33 regular hours paid. (6%) to a maximum of fifteen (15) days a year;
- (b) Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each thirteen (13) hours paid. Eight percent (8%) to a maximum of twenty (20) days a year;
- (c) Effective on the commencement of the twenty-fifth (25th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 hours paid ten percent (10%) to a maximum of twenty-five (25) days a year.

18.02 Vacation Scheduling

Because of the difficulty of staffing the Christmas and New Year's holidays, the parties agree that no Employee will take vacation between December 15th and January 10th.

18.03 No Waiver of Vacation Leave (Full-Time)

No Full-Time Employee shall be allowed to waive vacation and receive pay in lieu of vacation.

- 18.04 (a) Requests for vacation time off must be submitted by April 15th for vacations in the period of June 1st to September 30th, by August 15th for vacations in the period of October 1st to February 28, and by January 15th for the vacation period of March 1st to May 31st. The Employer will post the approved summer vacation schedules (June 1st through September 30th) no later than May 15th.
- (b) Subject to operational concerns, the Employer will determine the number of employees allowed off at any given time. The Employer will attempt to give preference in vacation scheduling to senior employees for one of their periods of vacation during the vacation year.
- (c) Seniority may not be exercised to displace a posted vacation.
- (d) Subject to operational requirements, an Employee may receive a two (2) week unbroken period of vacation between June 15th and September 15th unless mutually agreed upon between the Employee and the Employer. Where a conflict arises, seniority shall govern.

18.07 Bereavement Leave During Vacation

Where an Employee qualifies for Bereavement Leave during their period of vacation there shall be no deduction from vacation entitlement for such absence. The period of vacation so displaced shall be added either to the vacation period or reinstated for use at a later date.

- 18.08 Any vacation credits earned but not used by Regular Part-Time Employees shall be paid out in the first pay in December.

Article 19 Holidays

- 19.01 (a) Thirteen (13) paid holidays shall be granted to Full-Time and Regular Part-Time employees, as follows:

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

- (b) Each Full-Time and Regular Part-Time Employee is eligible for any holiday applicable to this workplace proclaimed by the Federal, Provincial or Municipal Government.

19.02 Holiday Pay

- (a) A Full-Time Employee who is not scheduled to work on the above holidays shall receive banked time equal to eight (8) hours at their regular hourly rate of pay subject to article 19.05.
- (b) A Regular Part-Time Employee who does not work on the holidays mentioned in article 19.01 shall receive holiday pay subject to article 19.05 on a pro-rated basis.

19.03 Work on a Holiday

When a Full- Time or Regular Part-Time Employee is required to work on any of the holidays listed in Article 19.01 (a) the Employer shall pay the Employee for all hours worked on the holiday at the rate of one and one-half times (1.5x) their regular rate of pay.

19.04 For purposes of determining holiday pay, an Employee shall be paid for their hours worked on the actual holiday (i.e. from 12:00 a.m. to 11:59 p.m. on the actual holiday).

19.05 To be eligible for holiday pay, a Part-Time Employee must be employed at least thirty (30) calendar days and have worked on the employee's scheduled shift before and after the holiday.

19.06 Full-Time and Regular Part-Time Employees shall be granted either Christmas Day and Boxing Day or New Year's Eve and New Years' Day off on an alternating basis. Notwithstanding; that if there is an excess of Employees whose turn it is to work Christmas or New Year's, that the excess employees with the highest seniority have the option of taking their holiday off. The master time schedule shall be waived during the period December 15 to January 10. Adequate staffing must be maintained at all times. Subject to the efficient operation requirements of the home, the Employer will provide three (3) consecutive days off for Christmas or New Years and will endeavour to schedule up to five (5) consecutive days, where possible, for Full-Time Employees. Such practice shall not be unreasonably withheld.

Article 20 Payment of Wages and Allowance

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

20.02 The Employer shall deposit the salaries and wages of an Employee to a financial institution of the Employee's choice. On each pay day, each Employee shall be provided with an itemized statement of wages, overtime, accumulated vacation and other supplementary pay and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement or as

authorized in writing by the Employee. Should the pay day fall on Christmas Day, Employees shall be paid the day before.

20.03 When an Employee is temporarily assigned by the Employer to perform work in a classification inside the bargaining unit paying a higher rate, they shall receive the rate of the higher classification for the hours worked in the higher classification.

20.04 If the Employee receives an overpayment in wages or error in deductions of more than eight (8) hours' pay, the Employer shall permit the Employee to pay back the amount in two (2) equal installments over the next two (2) pay periods. For amounts less than eight (8) hours' pay, the Employee will repay the amount in one installment.

20.05 Shift Premium

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

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

20.06 Weekend Premium

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

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

20.07 When employees are working when the clocks change due to daylight saving time/standard time, employees shall be paid for the number of hours they actually worked.

Article 21 Job Classification and Reclassification

21.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. A copy of the above mentioned job descriptions shall be forwarded to the Recording Secretary of the Local Union.

21.02 The rate of pay for any position in the bargaining unit not covered by Appendix "A" which shall be established during the life of this Collective Agreement may be subject to discussions between the Employer and the Union. If the parties are unable to agree on the rate of pay for the proposed new position and the Employer establishes the new position, then either the rate shall be the rate for such a position in the nursing homes in Nova Scotia represented by CUPE

or, if there is no comparable position, then the rate shall be determined by an arbitrator.

Article 22 Accommodations

22.01 Space shall be provided for Employees to have their meals and keep a reasonable amount of clothing.

22.02 The Employer shall provide a designated Bulletin Board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings. The Union shall obtain the approval of the Employer prior to posting any material on the Bulletin Board that may have an adverse effect on residents and staff. The Employer reserves its right to remove any such material.

Article 23 Discharge, Suspension, Discipline and Resignation

23.01 The Employer reserves the right to discipline, suspend or discharge employees for just cause. The burden of proving that such disciplinary action was for just cause rests with the Employer. Just cause includes, but is not limited to, the following:

- (i) dishonesty or theft from the Employer, fellow employees, or residents;
- (ii) wilfully damaging the Employer's property;
- (iii) physical or verbal abuse of a resident or fellow employee;
- (iv) disclosure of confidential information relating to residents or the operations of the Employer;
- (v) insubordination;
- (vi) habitual lateness or repeated unexcused absence;
- (vii) abuse of sick leave; and/or,
- (viii) bullying of a co-worker.

23.02 (a) In the event that the Employer disciplines an Employee, the Employee shall be notified in writing of the disciplinary decision, with a copy of the written disciplinary notice sent to the Secretary of the Union.

- (b) Any letter of adverse reports in an Employee's file shall not be used against their after eighteen (18) months from the event giving rise to the entry in the Employee's file, provided there is no reoccurrence of a similar nature during the} eighteen (18) month period unless the adverse report relates to proven resident abuse in which case it may be used against the employee at any point.

23.03 An Employee shall have the right to have their Steward present at any discussion with supervisory personnel when a written warning, disciplinary suspension or termination is being imposed. The supervisor will give reasonable notice to the Employee to allow the Employee to contact a Shop Steward. There shall be no undue delay in disciplinary action because of the unavailability of a Steward or Union representative.

23.04 In the event that an Employee is suspended pending investigation, the Employee shall be notified in writing of the reason for the investigation within twenty-four (24) hours of the suspension. A copy will be sent to the Secretary of the Union.

23.05 Where possible, it is expected that an Employee will give two (2) weeks written notice prior to resignation, unless mutually satisfactory arrangements are made otherwise.

Article 24 Present Conditions and Benefits

24.01 (a) All provisions of this Collective 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 Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Collective Agreement for negotiation.

Article 25 Personnel Files and Performance Appraisals

25.01 Upon request and with at least forty-eight (48) hours' notice, an Employee shall be permitted to review their personnel file once a year or if a matter involving the employee is referred to arbitration. The review of their personnel file will be in the presence of management. The Employee shall be provided with copies of documents there upon request.

Article 26 Supplemental Benefits

26.01 The Employer agrees to maintain a group insurance plan (which includes a health benefit plan, AD&D, life insurance and LTD) during the life of this Collective Agreement for participation by all Full-Time and Regular Part-Time Employees, subject to eligibility requirements. Participation by eligible full-Time and Regular Part-Time Employees, who have completed their probationary period, is mandatory except as provided by the Plan.

26.02 The Employer shall pay sixty-five percent (65%) of the premiums of the health benefit plan (excluding AD&D and life insurance) and the Employee shall pay thirty-five percent (35%) of the premium. The premium of the AD&D and life insurance benefit shall be cost shared fifty-fifty (50% - 50%) between the Employer and the Employee.

Article 27 Pension Plan

27.01 All Full-time and eligible Regular Part-time employees shall participate in the Nova Scotia Health Employees Pension Plan (NSHEPP). Levels of contribution by the Employer and the Employee shall be governed by the

Plan. This article is not intended to include those bargaining unit members who have previously been exempted from the Plan.

Article 28 Workers' Compensation

- 28.01 (a) An Employee shall continue to accrue seniority while in receipt of workers' compensation benefits.
- (b) An Employee shall accrue vacation credits while in receipt of workers' compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (c) The Employer and the Employee shall continue to cost share the premiums of the group health benefit plan, group life insurance, LTD and pension plan while an Employee is in receipt of workers' compensation benefits, subject to plan rules and requirements. 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.
- (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 WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

Article 29 Contracting Out

In the event of a contracting out of services, the Employer will work to minimize the impact on Full-Time and Regular Part-Time Employees of any resulting layoff or reduction in hours.

Article 30 No Strike or Lockout

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

Article 31 Benefit & Binding

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

Article 32 Term of Agreement

32.01 (a) This Collective Agreement shall be effective from date of signing to October 31, 2020~~3~~, except for wages which shall be retroactive to the dates contained in the wage grid in Appendix A. The Collective Agreement shall continue from year to year after October 31, 2020~~3~~, unless either party to this Collective Agreement, within the period of two (2) months prior to the termination of the Collective Agreement, gives notice to bargain in writing to the other party.

(b) Either or both parties will have ninety (90) days from the date of the notice of bargain to propose changes to this Agreement. If changes are not proposed within the time limit by either party or if notice to bargain as specified in 31.01 is not given, then wages will be the only item for negotiation.

32.02 Any changes deemed necessary in this Agreement may be made by mutual written agreement at any time during the existence of this Agreement.

32.03 Retroactive Pay for Terminated Employees

Former members of the bargaining unit who have resigned since November 1, 2020 will have thirty (30) days from the date of signing of this Agreement to apply in writing for the retroactive wage increase.

SIGNED AT LUNENBURG, NOVA SCOTIA this 15th day of August, 2023.

Paula Stewart
CUPE, Local 4919

J. McLeary CEO
Harbour View Haven

Sherry Church

Dina Wright

Schedule "A" Wages

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 1.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Food Service Worker	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
Housekeeping Worker	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Laundry Worker													
Seamstress	Probationary Rate	\$17.0429	\$35,449	\$17.2986	\$35,981	\$17.5581	\$36,521	\$18.4956	\$38,471	\$19.0504	\$39,625	\$19.1457	\$39,823
	Regular Rate	\$17.3327	\$36,052	\$17.5926	\$36,593	\$17.8565	\$37,142	\$18.7940	\$39,092	\$19.3579	\$40,264	\$19.4546	\$40,466

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 1.0%		% 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
Personal Care Worker without certification	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5363	\$40,635	\$20.1224	\$41,855	\$20.2230	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker without certification" as per the MOA re: CCAs, signed April 22, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker (with PCW/CCA course)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$21.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5363	\$40,635	\$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: 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	Jun.22-23 Hourly Rate	Jun.22-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	\$26.5566	\$55,238	\$26.9550	\$56,066	\$27.3593	\$56,907	\$28.1801	\$58,615	\$28.1801	\$58,615	\$28.3210	\$58,908
	After 1 year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8256	\$59,957	\$28.8256	\$59,957	\$28.9697	\$60,257
	After 2 years	\$27.7520	\$57,724	\$28.1683	\$58,590	\$28.5908	\$59,469	\$29.4485	\$61,253	\$29.4485	\$61,253	\$29.5958	\$61,559
	After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3833	\$61,117	\$30.2648	\$62,951	\$30.2648	\$62,951	\$30.4161	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4807	\$65,480

***Re: 25 Year Service Salary Increment - LPNs: Effective June 22, 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: 2.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Ward Clerk	Probationary Rate	\$18.8409	\$39,189	\$19.1235	\$39,777	\$19.4103	\$40,373	\$19.9926	\$41,585	\$20.0926	\$41,793
	Regular Rate	\$19.1612	\$39,855	\$19.4486	\$40,453	\$19.7403	\$41,060	\$20.3325	\$42,292	\$20.4342	\$42,503
Activity Worker (with PCW/CCA course)	Probationary Rate	\$18.1245	\$37,699	\$18.3963	\$38,264	\$18.6723	\$38,838	\$19.2315	\$40,004	\$19.3286	\$40,204
	Regular Rate	\$18.4323	\$38,340	\$18.7090	\$38,915	\$18.9896	\$39,498	\$19.5593	\$40,683	\$19.6571	\$40,887
	After 1 year	\$18.8093	\$39,124	\$19.0915	\$39,710	\$19.3779	\$40,306	\$19.9592	\$41,515	\$20.0590	\$41,723
	After 2 years	\$19.1929	\$39,930	\$19.4853	\$40,529	\$19.7776	\$41,137	\$20.3709	\$42,371	\$20.4728	\$42,583
	After 3 years	\$19.5841	\$40,735	\$19.8780	\$41,346	\$20.1761	\$41,966	\$20.7814	\$43,225	\$20.8853	\$43,441
	After 4 years	\$19.9838	\$41,566	\$20.2836	\$42,190	\$20.5878	\$42,823	\$21.2055	\$44,107	\$21.3115	\$44,328
Maintenance Staff (I)	Probationary Rate	\$20.7098	\$43,077	\$21.0205	\$43,723	\$21.3358	\$44,378	\$21.9759	\$45,710	\$22.0858	\$45,938
	Regular Rate	\$21.0688	\$43,829	\$21.3878	\$44,487	\$21.7086	\$45,154	\$22.3598	\$46,508	\$22.4716	\$46,741
Cook (Non-Journeyman)	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0707	\$43,827	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739
Maintenance Staff (II)	Probationary Rate	\$21.3030	\$44,304	\$21.6193	\$44,968	\$21.9436	\$45,643	\$22.6019	\$47,012	\$22.7149	\$47,247
	Regular Rate	\$21.6652	\$45,071	\$21.9939	\$45,747	\$22.3238	\$46,434	\$22.9935	\$47,827	\$23.1085	\$48,066
Activity Worker (Therapeutic Assistant) (Diploma)	Probationary Rate	\$22.2348	\$46,249	\$22.5684	\$46,942	\$22.9069	\$47,646	\$23.5941	\$49,076	\$23.7121	\$49,321
	Regular Rate	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153

NOTE:

General Economic Increases

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

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

Classification Adjustments

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

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

LPN Practice Premium

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

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

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

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

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

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

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

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the

course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

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

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

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

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

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

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an "in-service" either scheduled or ad hoc in nature.

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

F. E-LEARNING (5 POINTS)

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

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

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

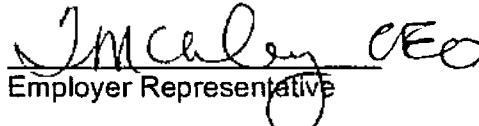
Letter of Understanding #1

LPN

Where there is no Registered Nurse available and the Employer directs an LPN to be in charge of the building it is presently the Employer's practice to add an LPN to the roster, and to schedule the charge LPN in advance. The parties recognize that there will be circumstances in which the employer will not, despite its efforts, be able to accomplish these goals. Both parties recognize this will be the exception.

SIGNED at Lunenburg, Nova Scotia, this 15th day of August, 2023.


Union Representative


Employer Representative


Union Representative


Employer Representative

Union Representative

Employer Representative

Witness

Letter of Understanding #2

Casual Employees

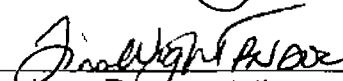
The Employer agrees that, when it offers employment to a casual employee, it will stipulate in writing its expectations on the casual to be available to work days, nights and every other weekend (unless the casual agrees otherwise) and at least one of the two Christmas holidays. These expectations may be modified on an individual basis to accommodate academic requirements or other requirements of pre-existing employment.

SIGNED at Lunenburg, Nova Scotia, this 15th day of August, 2023.


Union Representative

 CEO
Employer Representative


Union Representative


Employer Representative

Union Representative

Employer Representative

Witness

Memorandum of Agreement #3

Joint Provincial Committee - WCB

A joint provincial committee will be struck to develop guidelines for how employees should be compensated under the existing language. These guidelines would include instructions for the correct application of the top-up while in receipt of WCB benefits. The guidelines would be used by Employers to correctly apply the WCB language.

SIGNED at Lunenburg, Nova Scotia, this 15th day of August, 201923.

[Signature]
Union Representative

[Signature] CEO
Employer Representative

[Signature]
Union Representative

[Signature]
Employer Representative

Union Representative

Employer Representative

Witness


MEMORANDUM OF AGREEMENT #4

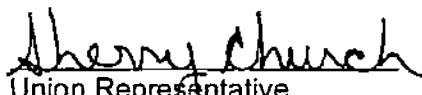
Journeyman Cook


The parties acknowledge that the Employer is considering the introduction of a Journeyman Cook classification. If the Employer introduces the classification during the term of this collective agreement, the Employer shall pay the rate approved and funded by the Department of Health for that classification.

SIGNED at Lunenburg, Nova Scotia, this 15th day of August, 201923.


Union Representative


Employer Representative


Union Representative


Employer Representative

Union Representative

Employer Representative

Witness

MEMORANDUM OF AGREEMENT #5


Re: Dental Plan

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

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

SIGNED at Lunenburg, Nova Scotia, this 15th day of August, 201923.


Union Representative


Employer Representative


Union Representative


Employer Representative

Union Representative

Employer Representative

Witness

MEMORANDUM OF AGREEMENT #5

Re: Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and inclusion in the workplace:

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.**
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of the LTCCSCC).**
- (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.**
- (d) The Committee will formalize terms of reference and determine its own procedure and processes.**
- (e) The Committee will meet on an as needed basis, but no less than quarterly.**
- (f) The Committee shall, among other things:**
 - Consult with and seek input from representatives from diverse and under-represented groups as it relates to work within Long Term Care in Nova Scotia.**
 - Research and, where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.**
 - Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion in the workplace.**

The Committee is advisory in nature and does not have the authority to bind an Employer or Union.