

COLLECTIVE AGREEMENT

Between

**The Inverness County
Municipal Housing Corporation,**
a body corporate under the laws of Nova Scotia, proprietors of

Foyer Père Fiset, Cheticamp, NS,

and

**The Canadian Union of Public Employee
Local 2031**

(Effective November 1, 2020 to October 31, 2023)

NOTE For ease of reference an asterisk (*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

Table of Contents

PREAMBLE.....	1
ARTICLE 1 - PURPOSE	1
ARTICLE 2 – DEFINITION *	1
ARTICLE 3 – MANAGEMENT *	2
ARTICLE 4 - RECOGNITION.....	3
ARTICLE 5 - CORRESPONDENCE	5
ARTICLE 6 - CONTRACTING OUT *.....	5
ARTICLE 7 - DUES CHECK-OFF	5
ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS COMMITTEE.....	6
ARTICLE 9 – DISCIPLINE *.....	6
ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURES	6
ARTICLE 11 – WAGES *	9
ARTICLE 12 - HOURS OF WORK *.....	10
ARTICLE 13 – OVERTIME	12
ARTICLE 14 – VACATIONS *	12
ARTICLE 15 – HOLIDAYS *	14
ARTICLE 16 - SICK LEAVE *.....	16
ARTICLE 17 - SENIORITY AND USE OF SENIORITY FOR PROMOTION *.....	18
ARTICLE 18 - LEAVE OF ABSENCE AND NOTICES *.....	21
ARTICLE 19 - SAFETY, HEALTH AND WELFARE *.....	25
ARTICLE 20 - NO DISCRIMINATION	26
ARTICLE 21 - EDUCATION.....	27

ARTICLE 22 - STRIKES AND LOCK-OUTS	27
ARTICLE 23 - JOB DESCRIPTIONS	28
ARTICLE 24 - PERSONAL LOSS	28
ARTICLE 25 - COST OF PRINTING AGREEMENT	28
ARTICLE 26 - STORMS.....	28
ARTICLE 27 - FEEDING OF RESIDENTS.....	29
ARTICLE 28 - RETIREMENT.....	29
ARTICLE 29 - AMALGAMATION, RECOGNITION AND MERGER PROTECTION ..	29
ARTICLE 30 - TERM OF AGREEMENT *	30
APPENDIX "A"- WAGE RATES (L2031)	31
November 1, 2020 – November 1, 2023	31
LPN Practice Premium *.....	37
MEMORANDUM OF AGREEMENT #1	40
Re: EI Premium Reduction *.....	40
MEMORANDUM OF AGREEMENT #2.....	41
RE: BOOT ALLOWANCE FOR MAINTENANCE WORKERS.....	41
MEMORANDUM OF AGREEMENT #3.....	42
RE: Long-Term Case Assistant – Classification	42
MEMORANDUM OF AGREEMENT #4.....	44
RE: Diversity, Equity and Inclusion in the Workplace Committee.....	44

PREAMBLE

Recognizing the common dependence of the Employer and its employees upon the welfare of the Nursing Home as a whole, and recognizing further that a relationship of good will and mutual respect between the Employer and Employees contributes greatly to the maintenance and increase of that welfare, the Parties to this Agreement have joined together in the following Agreement:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and its employees:

1. To define more clearly wages and conditions of employment which shall obtain between the employer and employee;
2. To provide an amicable method of setting grievances or differences which may arise from time to time;
3. To provide for the carrying on of the Employer's business under methods which will further to the fullest extent possible the safety and welfare of the employees, together with efficiency and economy of operation.

It is recognized by this Agreement to be the duty of both parties to co-operate fully, both collectively and individually for the promotion of the aforesaid conditions.

ARTICLE 2 – DEFINITION *

- 2.01 A "Permanent Full-time Employee" is an employee who occupies a regular on-going position in the bargaining unit and who normally works, or is normally paid for the work week prescribed by Article 10 of this Agreement.
- 2.02 A "Permanent Part-time Employee" is an employee who occupies a regular on-going position in the bargaining unit and who normally works, or is scheduled to work, a schedule of hours less than the hours of a full-time employee but has the option of picking up shifts to a full time equivalent. Permanent part-time employees must indicate on a quarterly basis their interest in picking up these extra shifts. Permanent part-time employees earn all benefits on a pro-rata basis.
- 2.03 A "Part-time Employee" is one who is employed on a regular basis, but not on a regularly-scheduled basis. Call-ins shall be on the basis of seniority. All benefits shall be on a pro-rated basis.

2.04 A "probationary employee" is an employee who has worked less than 480 hours. Paid sick leave and seniority rights shall not be accessible to the employee while on probation but all accumulations shall be based on the date of hiring and all total accumulations credited to the employee upon successful completion of probation.

*2.05A "casual employee" is one who works on a day to day basis and is not regularly scheduled. When a casual employee has completed 960 hours they will be reclassified to part time. Casual employees are:

- a) *not entitled to paid sick leave, court leave or bereavement leave benefits under this Agreement;
- b) compensated for holidays, overtime and vacation pay according to the *Labour Standards Act* of Nova Scotia;
- c) offered work as needed by the Employer with no guarantee of hours of work or schedule being made by the Employer;
- d) assigned as equitably as possible and on the basis of availability;
- e) not eligible for premium pay if called to work without advance notice;
- f) deemed terminated if they are not available for three (3) consecutive shifts without legitimate reason.

2.06 Benefit Calculation

For the purpose of calculating vacation benefits and sick leave credits, the employer agrees that all paid leaves of absence, time spent in negotiations and all education courses approved by the employer shall be considered days of work. For the purpose of calculating vacation benefits, up to 17 weeks of pregnancy leave shall be considered days of work.

2.07 Pro-rating of Benefits

Permanent part time and part time employees shall receive benefits on a pro-rata basis.

ARTICLE 3 – MANAGEMENT *

3.01 Management Rights

The Union agrees that it is the exclusive right of The Employer to manage the facility and, without limiting the generality of the foregoing; the Employer has the right to:

- 1) Maintain order, discipline and efficiency;
- 2) Operate and manage its business and direct the work force in accordance with its commitments and responsibilities;
- 3) Determine the work to be performed and establish standards, methods, procedures and schedules of operations;

- 4) Determine qualifications, select, hire, transfer, promote, classify, layoff, suspend, and discharge or otherwise discipline an employee for just cause;
- 5) Maintain reasonable rules and regulations to be observed by employees;
- 6) Exercise its residual management rights effectively, except as they may be specifically modified by this agreement.

The Employer agrees that Management's rights referred to in this Article shall be exercised in a manner fairly and reasonably and consistent with the terms of this Agreement. Nothing in this article shall, however, deprive an employee from exercising his full rights under the grievance procedure set out herein.

3.02 Cases of Disagreement

Cases of disagreement will be dealt with in accordance with this Agreement.

3.03 Policies or Procedures

New or amended policies or procedures dealing with conditions of employment will be made known to the Union prior to their introduction by the Employer. The Union may raise concerns or make suggestions regarding these new or amended policies or procedures and the Employer agrees to consider these concerns or suggestions before implementing the new or amended policies or procedures.

ARTICLE 4 - RECOGNITION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 2031 as the sole collective bargaining agent for all employees of the Inverness County Municipal Housing Corporation and Foyer Père Fiset, but excluding Registered and Graduate Nurses, Administrator, Secretary to the Administrator, Administrative Assistant, Accountant, Department Heads and those excluded in paragraph (a) and (b) of Subsection 2 of Section 2 of the *Trade Union Act*.

4.02 All Employees to be Members

All employees of the Employer, subject to the Trade Union Act, as a condition of continuing employment shall become and remain members in good standing of the Union according to the constitution and By-laws of the Union.

4.03 Future Employees

All future employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing after thirty (30) days of employment with the Employer.

4.04 New Classification

Should a new classification be created Management and the Union Executive shall decide on the rate and designation.

4.05 No Other Agreement

No employee shall be asked or permitted to make any verbal or written agreement which may conflict with the terms of this Agreement.

4.06 Wages, Hours of Work and Conditions of Employment

Wages, hours of work and conditions of employment are recognized to be matters of agreement between the parties subject to Article 3.

4.07 Union Representatives

Union representatives shall have the right to visit the Home when the occasion requires it, provided that a reasonable notice is given to the employer of their desire to do so and the Union undertakes not to interfere with the work performed by any of the employees while visiting the Home. At any meeting with the Employer, the National Representative of the Union may attend, provided that sufficient notice is given to enable the Employer, should they desire to, to have an appropriate resource person also to attend the meeting.

4.08 Union Notices

The Union shall be permitted to post notices on the Employer's bulletin board and/or on the CUPE Local 2031 bulletin board. Notices posted on the Employer's bulletin board shall have the prior approval of the Employer.

4.09 Names of Stewards

The Union shall notify the Employer in writing of the names of each Steward and the Department(s) they represent and the members of the Local Executive before the Employer shall be required to recognize them.

4.10 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

4.11 * Employee/Member Contact Information

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 5 - CORRESPONDENCE

- 5.01 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass between the Administrator, or designate, and the Secretary of the Union or designate with a copy sent to the Local President.

ARTICLE 6 - CONTRACTING OUT *

*6.01 Work of the Bargaining Unit

Employees presently doing work within the bargaining unit shall suffer no loss of employment as the result of grants or work projects.

6.02 Staff Protection

No employee shall be laid off or suffer a deduction in pay or have his hours of work reduced as a result of the employer contracting out, subcontracting, leasing, transferring, or assigning any work or services of the bargaining unit, except in emergency situations.

ARTICLE 7 - DUES CHECK-OFF

7.01 Dues Deductions

The Employer shall deduct from every employee any monthly dues, initiations or assessments levied, in accordance with the Union constitution and/or Bylaws and owing by him to the Union.

7.02 Forwarding of Dues

Deductions shall be made from the payroll period bi-weekly, and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the month following, accompanied by a list of all employees from whose wages the deduction have been made. This list will also include the amounts, names and addresses of the employees. A copy of this list shall also be forwarded to the Secretary of the Union.

ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS COMMITTEE

8.01 Representatives on Committee

A Labour-Management Relations Committee shall be established consisting of up to four (4) representatives of the Union and up to four (4) representatives of the Employer. The Committee shall receive the full support of both parties to this Agreement in the interest of improving labour-management relations.

8.02 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the union or its members or the Employer to any decision or conclusions reached at their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.03 Meetings of Committee

The Committee shall meet every four (4) months or otherwise when mutually agreed.

ARTICLE 9 – DISCIPLINE *

9.01 The Employer agrees to copy the Secretary of the Local on any written discipline given to an employee with a copy sent to the National Representative of CUPE.

9.02 Records of disciplinary action, shall not be used against an employee after 24 months of their occurrence, provided the intervening period is free of disciplinary action.

9.03 An employee is entitled to access and review their personnel file by appointment during normal business hours and to have copies made of any documents in the file. Records relating to previous employment shall not be disclosed to the employee.

ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURES

10.01 Grievance Committee*

(a) The Union will appoint and the Employer will recognize a committee of shop stewards, one from each department who are permanent employees of the Employer, which shall be known as the Grievance Committee, to deal with complaints and grievances.

(b) 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 as provided in this article. The Union recognizes that each steward is employed by the Employer and that they will not leave their work during working hours except to perform duties under this agreement. No steward shall leave their work without obtaining the permission of their supervisor which permission shall not be unreasonably withheld.

10.02 A grievance is any dispute or difference arising out of the interpretation, application, or administration of this Agreement or any allegation that this agreement has been violated, or any question as to whether a matter is arbitrable.

10.03 Alleged complaints and grievances shall be dealt with in the following manner, and this procedure shall not be by-passed.

Step 1: The aggrieved employee or employees, with a Shop Steward, shall first discuss the complaint with the Department Head within five (5) days. The Department Head shall respond within five (5) days.

Step 2 If the alleged complaint is not settled by the Reply at Step 1, the Union within ten (10) days shall submit the grievance in writing to the Administrator. The grievance must state the details of the complaint and the Articles of the Collective Agreement being relied upon. The Administrator or their representative shall schedule a meeting with the steward and grievor within five (5) days. The Administrator shall respond to the grievance in writing within ten (10) days of the meeting.

Mediation

Failing satisfactory settlement being reached in Step two (2), if both parties mutually agree, the grievance shall be submitted to the Department of Labour and Advanced Education, Conciliation Services Section for Grievance Mediation. Time limits shall be suspended during this process. Any costs associated with an alternative dispute format will be shared equally.

10.04 For purposes of this article, "days" shall exclude any Saturday, Sunday, or Statutory Holiday recognized by this agreement. At any step of the Grievance or Arbitration Procedure, time limits may be extended by mutual consent of the Parties.

10.05 The Union shall have the right to file a grievance which affects a group of employees as a 'single grievance, listing the employees affected.

- 10.06 The Union may file a grievance on behalf of the Union which shall be known as a policy grievance and Step 1 of this article may be bypassed.
- 10.07 Any settlement of a grievance under this procedure shall be final and binding upon the Employer, the Union and the grievor, if signed by the grievor at the time of the settlement.
- 10.08 If the grievance procedure fails to resolve a grievable dispute between the parties, one or other of the parties shall have the right to refer the matter to arbitration within thirty (30) days, of the reply at Step 2 of the grievance procedure.
- 10.09 An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.
- 10.10 The Union and the Employer shall consult and select an Arbitrator or Board of Arbitration within ten (10) days of receipt of notice of arbitration by either party from the other. A single arbitrator will be used in all cases except those involving discharge, when, at the request of either party, a Board of Arbitration shall be used. Should the parties be unable to agree on the selection of an Arbitrator, a request will be made to the Minister of Labour for the Province of Nova Scotia to appoint an Arbitrator.
- 10.11 After an Arbitrator or Board of Arbitration is chosen the Arbitrator or Chairman shall convene a meeting to hear evidence from both parties with respect to the matter in dispute. Within fifteen (15) days of the hearing they shall render a decision which shall be final and binding on the parties.
- 10.12 When a Board of Arbitration is used, the decision of the majority shall be the decision of the Board or, if there is no majority decision, the decision of the chair shall be the decision of the Board. The decision of the Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator or Board of Arbitration shall not have the power to alter, modify or amend any of the provisions of this Agreement or to make decisions contrary to its provisions. If the incident causing a grievance includes a loss of earnings or loss of benefits, the Arbitrator or Board of Arbitration is empowered to order that such loss or part of such loss shall be reimbursed or restored to the employee(s) if the arbitration determines that mitigation of such loss is warranted based on the evidence submitted.
- 10.13 Each party shall pay one-half of the fees and expenses of the Arbitrator.

ARTICLE 11 – WAGES *

11.01 Appendix "A"

The Employer agrees to pay and the Union agrees to accept the scale of wage rates attached to and forming part of this agreement as Appendix "A", which shall be hourly rates.

11.02 Temporary Assignment

Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own while there is no work available in their own classification, they shall be paid their regular rate. If an employee is assigned temporarily to perform work in a classification paying a higher rate, they shall receive the rate that goes with the classification. Any employee assuming responsibility for any classification not covered by this Collective Agreement shall be paid at 10% responsibility pay over and above their rate, or the current rate for the position, whichever is less. Such temporary assignment shall be for a period not exceeding thirty (30) days, and after such time will be reviewed and discussed with the employee and the Administrator.

11.03 Responsibility Pay

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

11.04 * LPN Facility Pay

- (a) 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.
- (b) No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay.
- (c) Any current compensation for responsibility for the facility which is greater shall be red-circled.

11.05 *Shift Differential

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, between 1900 hours and 0700 hours.

11.06 *Weekend Premium.

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

11.07 Portability of Service

In hiring Nursing staff, their starting salary will be determined in accordance with their previous experience.

11.08 Pyramiding of Pay

There shall be no pyramiding of premium pay, overtime pay and Holiday pay. In no event shall there be any pyramiding of benefits or payment paid except where the contract provides otherwise.

ARTICLE 12 - HOURS OF WORK *

12.01 The normal hours of work for a full time employee shall be 8 or 12 hour shifts averaging 80 hours per two week period. This does not preclude variable shift arrangements, which are mutually agreed between the employee and the Employer.

12.02 (a) Nursing Staff: 7:00 a.m. - 3:00 p.m.; 3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.; 7:00 a.m. - 7:00 p.m. and 7:00 p.m. - 7:00 a.m.

(b) Kitchen Staff: 7:00 a.m. - 3:00 p.m.; 10:30 a.m. - 6:30 p.m.
6:00 a.m. - 2:00 p.m.; 6:30 a.m. - 6:30 p.m.

(c) Laundry Staff: 8:00 a.m. - 4:00 p.m.

(d) Housekeeping: 8:00 a.m. 4:00 p.m.

(e) Break Period: Each six (6) hour shift shall include one (1) fifteen (15) minute and one (1) thirty (30) minute break, eight (8) hour shift shall include Two (2) 15-minute and 1 thirty (30) minute break. Each twelve (12) hours shift shall include 2 two fifteen (15) minute and two (2) thirty (30) minute breaks.

12.03 Time Between Shifts

There shall be at least twelve (12) hours between consecutive shifts worked by Full-Time and Permanent Part-Time Employees. This does not apply to Part-Time and Casual Employees, if mutually agreed.

12.04 Change in Hours of Work

The hours of work may be changed by mutual consent of the Parties herein. The Employees shall not work more than six (6) consecutive eight (8) or four (4) twelve (12) hour shifts. Casual and Part-Time Employees who want to work full-time hours, may work more than six (6) consecutive days, if mutually agreed, provided that some of those days are four (4) hour shifts.

12.05 Paid Time

Any paid time is considered time worked and all parts of this agreement apply.

12.06 Co-operation on Attendance

The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work.

12.07 Shift Change by Mutual Agreement

Subject to staffing requirements, adequate notice and written requests the Employer may permit two Employees to exchange shifts or part shifts to a minimum of two (2) hours. Requests properly submitted shall not be unreasonably refused.

12.08 Reporting Pay*

If an employee reports for work as scheduled or requested and an error in the scheduling of employees results in too many staff, the employee is entitled to a minimum of four (4) hours work at their regular hourly rate. This article does not apply to employees entitled to Call Back Pay pursuant to Article 13.04.

12.09 Scheduling

The Employer may schedule members of the Bargaining Unit to permanent night and evening shifts on a seniority basis at the request of members. The Union shall be notified of this process.

12.10 Daylight Savings

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, Employees shall be paid for the hours they worked at their straight hourly rate of pay for all such hours worked.

12.11 Assignment of Extra Shifts

Relief shifts becoming available after the posting of the schedule will be offered first to part-time employees in order of seniority except where there are no available part-time employees, in which case Casual employees will be offered such shifts based on equitable distribution.

Part-time employees shall not be assigned to work Additional Relief Shifts that would result in the employee working in excess of eighty (80) hours in a bi-weekly pay period except where operationally required.

Once a part-time or casual 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.

ARTICLE 13 – OVERTIME

13.01 Overtime Rate

Any work before or after the normal work day or in excess of eighty (80) hours in a two (2) week period shall be considered overtime and shall be compensated at one and one-half (1 ½) times regular pay or time off as mutually agreed. The Employer shall not require a Full Time Employee to take another day off within the pay period, to avoid paying overtime.

13.02 Double Time

Any employee who is required to work seven (7) consecutive eight (8) or twelve (12) hour shifts shall be paid at the rate of double time (2x) for the seventh (7th) shift.

13.03 Equal Workload

The Employer shall schedule the workload in such a manner that employees shall receive an equal amount of weekends off. Any permanent employee required to work for four (4) weekends in a row shall be paid at the rate of time and one-half (1 1/2) for the fourth (4th) weekend.

13.04 Call Back. Pay Guarantee *

An employee who is called back to work outside their regular hours shall be paid for a minimum of three (3) hours at overtime rates, or time off as mutually agreed. Such overtime rates shall apply once in a 24-hour period.

13.05 Call Back Travel Allowance

An employee called back to work shall be paid a travel allowance of four dollars (\$4.00) per occurrence.

ARTICLE 14 – VACATIONS *

14.01 (a) Vacation Entitlement

Permanent Full-time Employees covered by this Agreement shall receive the following vacations, provided they have been paid for 2080 regularly-

scheduled hours in the year. Where less than 2080 hours have been paid, the vacation shall be pro-rated.

Three (3) weeks after one (1) year

Four (4) weeks after four (4) years

Five (5) weeks after (10) years.

One (1) additional day per year after completion of the 16th, 17th, 18th and 19th year of service to a maximum of thirty (30) days.

Six (6) weeks after twenty (20) years.

(b) Calculating Service for Vacation Purposes

Permanent Full-time and Permanent Part-time Employees earn one year of service for each calendar year following appointment to the regular full time or permanent part time position.

All employees, including Casual Employees, hired prior to April 1, 1987 earn one year of service for each calendar year following appointment to the regular full time or permanent part time position.

Part-time and Casual Employees hired on, or after, April 1, 1987 earn one year of service for each 2080 hours worked, This accumulated service is carried with them should they take a Permanent Full-time or Permanent Part-time position.

(c) Daily Increments

An employee may take up to five (5) vacation days in one-day increments. Intent to do so must be indicated prior to March 31 of each year when vacation requests are being submitted. Requests for the dates to take these individual vacation days must be requested before the 1st of the month preceding, so that they can be incorporated into the monthly schedule. After that time requests will be granted only as the posted schedule permits.

14.02 * Vacation Period

The vacation period shall be from January 1st to December 31st and all accruals shall occur during this period. Vacations shall be allotted on the seniority basis. Vacation notice shall be posted in ample time for employees to make their selection and employee requests for vacation preference shall be indicated not later than March 31st each year. Vacations may only be scheduled and taken after it has been earned by the employee.

Vacation shall normally not be granted during the pay periods where Christmas and New Year's Day fall. However, in extraordinary circumstances and subject to operational requirements the Employer may grant an exception.

Employees unable to use all their vacation time prior to December 31 may carry over up to five (5) vacation days which must be used before March 31 of the next calendar year.

Any vacation not used or scheduled by March 31 will be paid out in the last pay period before the end of the fiscal year.

14.03 Permanent Part Time & Part Time Employees

Permanent part time, and part time employees shall receive vacation on a pro-rated basis or time off as mutually agreed upon between the employee and Employer.

14.04 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer. If an employee works during their vacation they shall be paid regular pay plus one-half (1/2) of a day's pay for each day worked, and credited with vacation allotment used.

14.05 Vacation Relief

The parties agree to meet after March 31st of each year and prior to June 1st to discuss vacations scheduled and relief requirement for staffing.

14.06 Illness Prior To or During Vacation

Where it can be established by the employee that they suffered a serious illness or accident that confines the employee for a period greater than five (5) days under a Medical Doctor's order prior to going on a scheduled vacation, the vacation time will be rescheduled. If the serious illness or accident occurs during the vacation period and a medical assessment by a Doctor during the vacation confirms in writing that the employee is confined for a period greater than five (5) days, the vacation time lost as a result shall be rescheduled.

ARTICLE 15 – HOLIDAYS *

15.01 * Holidays Recognized *

The Employer recognizes the following as paid holidays:

New Year's Day	National Day for Truth and Reconciliation
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floating Holiday
Labour Day	

The Floating Holiday is granted in lieu of the first Monday in August and may be taken at any time by mutual agreement between the Employer and the employee. All requests for a Floating Holiday shall be granted with two (2) weeks advance notice, but where such notice is not possible, a request shall not be unreasonably withheld.

Any other day proclaimed as a Holiday by the Federal, Provincial or County of Inverness Governments shall be added as a paid holiday.

Employees required to work on any of the above Holidays shall be compensated at a rate of time and one half (1 ½ x) their regular hourly rate and eight (8) hours shall be banked to take off at a mutually agreed time.

15.02 * Holiday Scheduling

The above-named Holidays shall be given to the employees either on the day of the Holiday or on a mutually agreed day during the period of time between thirty (30) days prior to the day the Holiday is earned and the last week of March). The Employer agrees that no day of the week shall be exempted for this use, when scheduling permits. Unused or unscheduled holidays will be paid out at the end of the fiscal year.

15.03 Holidays Falling on Weekends

When any of the above-noted Holidays fall on a Saturday or Sunday the following Monday shall be deemed to be a Holiday for the purpose of this Agreement.

15.04 * Holidays on Days Off *

When any of the above-noted Holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer and scheduled in accordance with Article 15.02.

15.05 Work on Scheduled Day off

Any permanent full time employee required to work on their regular scheduled day off shall be paid time and one-half (1 ½) for the hours worked plus an additional day off without pay. This does not apply to permanent part time employees who are picking up extra shifts.

15.06 Provisions for Year End Holidays

- (a) Each Full Time and Permanent Part Time employee shall be entitled to five consecutive days off during the yearend holiday period. These consecutive days off shall include Dec. 24, Dec. 25 and Dec. 26 or Dec. 31, Jan. 1 and Jan. 2. Seniority shall be the determining factor in the selection of such time off, unless otherwise mutually agreed.
- (b) Part Time and Casual employees shall not be required to work both Christmas Day and New Year's Day.
- (c) Employees shall alternate between Christmas and New Year's.

15.07 * Holidays for Permanent Part-time Employees

Permanent Part-time Employees shall indicate to management at the beginning of the year how they want to be compensated for the holidays to which they are entitled: either paid out or scheduled in accordance with Article 15.02. They shall inform the Employer they wish to receive payment on a prorated basis in December of each year. This of course does not include Christmas day, Boxing Day, New Year's Day, or the Float Holiday. The other nine holidays are included for accumulation purposes. The Employer reserved the right to limit the number of employees who may elect to accumulate their holidays for payment at year end.

15.08 Holidays for Part-time Employees

Part-time Employees shall be paid for their holidays in December of each year according to their eligibility.

ARTICLE 16 - SICK LEAVE *

16.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under the *Workers' compensation Act*. The Employer may require a Doctor's certificate.

16.02 Accumulation

All employees shall receive a sick leave allowance of 18 working days per year. Paid sick leave will accumulate at the rate of one and one-half (1-1/2) days per month until a maximum of 120 days has been reached.

16.03 Indemnity Benefit

Sick leave is an indemnity benefit and shall be earned to cover only eligible absences from work.

16.04 Payment on Cessation of Employment

Sick leave accumulated prior to August 1, 2003 has been identified. This accumulated sick leave is available for use on a day for day basis, or for payment on retirement, discharge, or termination of employment at 50% of the accumulated value. Use of any sick leave from this accumulation will reduce the future amount payable.

16.05 Report to Employer

Employees shall keep the Employer posted at least weekly concerning status of their illness and probable date of return to work. Employees failing to do so will be posted as soon as possible after they notify the Employer that they intend to return to work.

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

b) WCB - Cost Sharing of Pension Contributions

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 NSHEPP Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Dental 50/50%) 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. The amendment to include this pension contribution is effective on the date of ratification of this agreement.

c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

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

16.07 Death Benefit

In the event of the death of the employee, payment of any benefits due to the employee shall be made to the spouse or the Estate of the deceased.

16.08 Medical Examination

Any medical examinations(s) or test(s) required by the Employer shall be provided free of charge to the employees. The Employer will arrange such appointments as required.

16.09 * Medical and Dental Plans

A basic medical plan and a basic dental plan are provided for eligible members of the bargaining unit. Eligibility is determined by the benefits provider. Subject to eligibility requirements of the plans selected by the employer, participation in the plans will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. Premiums for the medical plan are shared 65% by the employer and 35% by the employee; premiums for the dental plan are shared 50% by the employer and 50% by the employee.

ARTICLE 17 - SENIORITY AND USE OF SENIORITY FOR PROMOTION *

- 17.01 *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 17.01(b).

17.02 (a) Seniority and Staff Changes

In lay-off, rehiring or in the promotion to a higher position, the seniority of the employee concerned consistent with the ability to perform the work required as determined by the Employer shall be the determining factors.

(b) Job Postings

When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the Employer's main bulletin boards for a minimum of one (1) week. Such notice shall be posted as soon as possible after the Employer has knowledge a vacancy will occur.

(c) Outside Advertising

Any outside advertisement for any vacancy, inside or outside the bargaining unit may not be placed before the vacancy is posted within the community residence.

(d) Temporary Vacancy

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The vacant hours or shifts shall be assigned to Permanent Part-Time and Part-Time Employees before being assigned to Casuals.

(e) * Temporary Job Postings

A temporary vacancy which occurs, that is anticipated to be for more than six (6) weeks will be posted, stating that the position is temporary and shall indicate the estimated duration of the temporary vacancy. Upon termination of a temporary position, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting unless the other temporary position will provide greater hours of work each week or an increase in wages for that employee. However, if a permanent vacancy arises, they may apply.

17.03 Commencement of Seniority

Seniority shall commence with the employment and shall apply after completion of probationary period and shall be forfeited if an employee leaves or is discharged and the discharge is upheld.

17.04 Seniority List

The Employer agrees to post a seniority list on an annual basis.

17.05 * Transfers and Seniority Outside the Bargaining Unit

a) Permanent Position

*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 his seniority accumulated up to the date of leaving the unit for a period of sixty (60) working days but will not accumulate any further seniority.

b) Temporary Position *

No employee shall be transferred to a temporary position outside the bargaining unit without the employee's written consent. If an employee does accept a temporary position outside the bargaining unit, they lose all seniority that they previously held, and they will not be allowed to accrue seniority or be required to pay dues while outside the bargaining unit.

The employee shall have the right to return to the bargaining unit within eighteen (18) months of the date that they left the bargaining unit to take the vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority, which they previously held, shall be reinstated to the leave that existed at the time he left the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties. Failing to return to the bargaining unit within the time stipulated will result in the permanent deletion of seniority.

17.06 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position wage or salary rate, without loss of seniority.

17.07 Loss of Seniority

An employee shall lose their seniority if the employee:

1. is discharged for just cause and not reinstated ;
2. resigns and does not withdraw the resignation within 48 hours;
3. fails to return from layoff within five (5) days of recall, or within two (2) weeks of recall if they have obtained other employment. Notice of recall is to be delivered by Registered Mail and all employees shall keep the Employer informed of their current address;
4. is laid off or on uncompensated sick leave for longer than two (2) years;
5. fails, without legitimate cause, to return from an approved leave of absence on the day set out when the leave was approved.

ARTICLE 18 - LEAVE OF ABSENCE AND NOTICES *

18.01 Leave of Absence

- (a) Subject to the requirements of the Employer, leave of absence without pay may be arranged by mutual consent of the Employer and employee for education, or for other legitimate personal reasons. This leave shall not exceed two (2) years.
- (b) The Employer agrees to continue the normal wages and benefits of employees who are required to be absent on union business for national or provincial meetings or provincial negotiations, or who are in collective bargaining with the Employer. The Union agrees to reimburse the Employer for such wages and benefits, including mandatory payroll deductions and accrued vacation and sick leave benefits incurred during this period.

18.02 Leave of Absence for Personal Business

The Employer will grant to the employee an unpaid leave of absence for personal business; such leave will be limited to a maximum of six (6) days per year.

18.03 Notice of Lay-off or Termination

It is mutually agreed that the Employer shall give at least two (2) weeks notice or pay in lieu thereof, to any employee who is being laid off except employees discharged for cause. Employees shall give a minimum of two (2) weeks notice if they intend to leave the service of the Employer. Failure of employees to give adequate reasonable notice of termination may place former union members in

poor standing with the Management and the Union and could also prejudice future employment with the Nursing Home: each case will be judged on its own merits.

18.04 Pregnancy and Parental Leave

Pregnancy and parental leave shall be provided in accordance with the *Labour Standards Code*, R.S.N.S., c.246, as amended.

Pregnancy Leave *

- a) The Employer may, prior to approving such leave, request a certificate from a legally-qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- b) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date they will begin or end their pregnancy leave. The employee may amend the notice by:
 - (i) changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
 - (ii) changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- c) Where notice as required under b) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of their leave or their return to work.

Rights/Benefits of Employees on Pregnancy or Parental Leave

- d) * The Employer shall not terminate the employment of an employee because of their pregnancy.
- e) * The Employer may require an employee to commence a leave of absence without pay or from accumulated sick leave where the employee's position cannot be reasonably performed by a pregnant person or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing their ability to work.
- f) * Should an employee become ill prior to the commencement of their pregnancy leave or during their pregnancy leave, they shall be granted sick leave pay in accordance with the provisions of Article 16.

- g) * When an Employee reports for work upon the expiration of the period of pregnancy or parental leave, they shall resume work in the same position they held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave.
- h) * Seniority shall continue to accrue for the duration of a pregnancy or parental leave. Any coverage under the Employer's group insurance plans will continue to be provided during the leave provided the employee pays their portion of the premiums each month while on leave. Vacation shall accrue during pregnancy leave to a maximum of seventeen (17) weeks. No other benefits shall accrue.

'18.05 * Leave for Medical (mental or physical), Dental and Special Appointments

The Employer agrees to allow employees up to two (2) days per year for immediate family to attend to out-of-town appointments, dental, glasses or special medical appointments which will be deducted from the employee's sick leave.

The Employer agrees to allow employees up to three (3) days per year for medical, dental and special appointments or medical emergencies: these days to be deducted from accumulated sick leave credits.

18.06 Compassionate Care Leave

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.

18.07 Bereavement Leave *

Bereavement leave shall be granted to employees in the event of a death in their immediate or extended families. Bereavement leave shall begin on the day following the death, or the notification thereof.

Employees who have completed their probationary period shall not suffer loss of pay or benefits during the period of the leave; they will be paid for the days they would normally have been scheduled to work and their benefits will continue.

The In-Law and Step-Relative Bereavement Leave provisions of this Agreement are applicable only to relationships which are current at the time of the bereavement.

- (a) *Immediate Family: An employee shall be granted up to five (5) consecutive days leave in the case of the death of a spouse, common-law spouse, child, step child, daughter-in-law, son-in-law, parent, parent-in-law, step-parent, grandparent, grandchild, brother, or sister. Seven (7) days shall be granted if attending a funeral outside Cape Breton Island.

- (b) * Extended Family:
An Employee shall be granted up to two (2) consecutive days in the case of the death of a brother-in-law, sister-in-law, aunt, uncle, niece, or nephew or any person with whom the employee permanently resides, or who permanently resides with the employee.
- (c) * The employee may defer one (1) day of the bereavement leave in respect of (a) or (b) if the funeral or service occurs outside the period immediately following the death to attend the funeral. Notice of the deferral shall be given at the time of the initial bereavement leave.
- (d) * Where an employee defers one (1) day of leave to attend a funeral and that employee is scheduled for an overnight shift, the employee shall advise the employer as soon as possible whether they would like their bereavement leave shift to be the shift ending prior to, or beginning immediately after, the funeral or service.
- (e) Leave to be Pallbearer: Employees shall be allowed appropriate time off with pay, to a maximum of one day, to be a pallbearer at a local funeral, but arrangements concerning such time off shall be made with the Administrator at least twelve (12) hours in advance, unless extenuating circumstances do not allow.
- (f) * Substitution of Bereavement: If the death of a member of an employee's immediate family [as defined in (a)] occurs during an employee's vacation or holiday, bereavement leave shall be granted and the vacation or holiday shall be rescheduled.
- (g) Death Occurring While Employee is at Work:
If a death for which bereavement leave is provided occurs while an employee is at work, the employee shall be entitled to leave work without loss of pay for the balance of the shift and bereavement leave will commence at midnight following notification. If an employee is scheduled to work, but has not yet reported for work, and is notified of a death for which bereavement leave is provided, that day will be considered the first day of bereavement leave.

18.08 Court Leave *

- (a) Leave of absence without loss of regular pay or seniority benefits shall be given to an employee who would normally have been scheduled and have been available for work, other than one on leave of absence without pay, or under suspension, who is required:
 - i) to serve on a jury; or

ii) by subpoena, summons to attend as a witness in any employment-related proceedings held:

(i) in or under the authority of a court or tribunal; or

(ii) before an arbitrator or a person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it;

(b) The Employer will continue the employee's regular pay during the period of absence required by the court on those days they would have normally been scheduled to work, provided the employee remits the amount of their Court pay to the Employer. The employee shall retain any Court reimbursement for expenses.

(c) The employee must present proof of court service and of the amount of pay received.

18.09 Domestic Violence Leave *

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

ARTICLE 19 - SAFETY, HEALTH AND WELFARE *

19.01 Common Concern

The parties acknowledge their common concern for the health and safety of the employees of and visitors to the Company's operations and agree to cooperate towards the prevention of accidents and the promotion of safety and health within the framework of the *Occupational Health and Safety Act* of Nova Scotia.

19.02 Reasonable Provisions

The Employer shall make reasonable provisions to ensure the health and safety of employees, including orienting all new employees with respect to health and safety aspects of the workplace.

19.03 Committee

A Joint Occupational Health and Safety Committee shall be constituted in accordance with the provisions of the *Occupational Health and Safety Act* of Nova Scotia. The committee shall be made up of a minimum of two (2) each of union and management employees. Union employees shall make up not less than fifty percent (50%) of the committee, it shall meet monthly, or more or less frequently by mutual agreement, to review matters of common interest, to review safety incidents, and to make recommendations to management concerning workplace health and safety. Minutes shall be taken of all meetings of the

Committee, shall be signed by a member representing the Union and one representing the Employer, and posted in the workplace.

19.04 Committee Members' Pay

Members of the Joint Occupational Health and Safety Committee shall not suffer any loss of pay for attending committee meetings or participating in its authorized activities on the Employer's premises. A member who is not at work at a time when a safety meeting or authorized committee activity takes place shall be paid at his regular straight time rate for time in attendance at the meeting or activity.

19.05 Pay for balance of Shift

Any employee injured on the job to the extent that they have to seek medical attention will be paid for the time required, up to the end of their scheduled shift.

19.06 Orientation

The Employer agrees that safety policies and practices shall be part of the orientation of new employees.

19.07 Rehabilitation

Without detracting from the rights and obligations of the parties in other provisions of this agreement, the employer and union agree to co-operate in encouraging employees afflicted with alcoholism or drug addiction to undergo co-ordinated treatment programs directed at their rehabilitation.

19.08 Protective Clothing

The Employer agrees that protective gloves will be provided to all employees, free of charge.

19.09 * Right to Refuse

An employee may exercise the right to refuse work in accordance with the *Occupational Health and Safety Act*.

19.10 * Workplace Violence

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 20 - NO DISCRIMINATION

20.01 The Employer agrees that there shall be no discrimination practices against any employee because of race, colour, creed, gender identity, gender expression, family status, marital status, physical or mental disability, source of income,

religion or political belief or affiliation because of the enforcement of any provision of this agreement or because of union activity or any other prohibition of the *Human Rights Act* of Nova Scotia, as amended.

ARTICLE 21 - EDUCATION

21.01 On-the-Job Training

When an employee of this bargaining unit is selected for on-the-job training, the Employer agrees that the employee shall suffer no loss of benefits or wages during the training period.

21.02 In-Services

Employees who are not at work and come in for in-services shall be paid at their straight time rates for the time in attendance only if the Employer required their attendance.

21.03 Required Education

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

ARTICLE 22 - STRIKES AND LOCK-OUTS

22.01 The Union agrees that there shall be no walk-out during the term of this Agreement. The Employer agrees that there shall be no lockout during the term of this agreement. In the event that there is to be a strike, both parties agree to sit down and agree upon essential services that are to be maintained.

ARTICLE 23 - JOB DESCRIPTIONS

23.01 The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

ARTICLE 24 - PERSONAL LOSS

- 24.01 (a) * Subject to clauses (b) and (c) where an employee in the performance of their duty, suffer any personal loss and where such loss was not due to the employee's negligence, the Employer will compensate the employee for any loss suffered subject to a maximum of three hundred dollars (\$300.00).
- (b) All incidents of loss suffered by an employee shall be reported immediately to the RN Supervisor on duty.
- (c) * This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duty.
- (d) * The Administrator or their designated representative shall indicate to the employee the means of replacement or compensation within three (3) working days.
- (e) Such loss shall be of a nature and kind not covered as an act of nature.
- (f) If, in the performance of their normal duties, staff members should damage, by accident a personal belonging of the resident, the Employer agrees that such employee will not be liable and if replacement is necessary will replace such item.

ARTICLE 25 - COST OF PRINTING AGREEMENT

25.01 The Employer and the Union agree to each pay fifty percent (50%) of cost of printing the Collective Agreement.

ARTICLE 26 - STORMS

26.01 It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions when such arrival is

impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:

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

ARTICLE 27 - FEEDING OF RESIDENTS

27.01 The Employer agrees that only the nursing home staff who are presently trained in feeding residents and for whom this is part of their job description will be involved in such feeding of residents. The Union agrees that, in cases of emergency, employees will assume these duties to the best of their ability. Family members who occasionally come in to feed relatives shall not be in violation of this article.

ARTICLE 28 - RETIREMENT

28.01 An NSHEPP (Nova Scotia Health Employees' Pension Plan) defined-benefit pension plan is provided for employees. The terms of eligibility and the levels of contribution are as required by the plan.

ARTICLE 29 – AMALGAMATION, RECOGNITION AND MERGER PROTECTION

29.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

1. Employees will be credited with seniority rights with the new employer.
2. All service credits relating to vacation with pay, sick leave, and other benefits will be recognized by the new employer.
3. All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.

4. Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
5. No employee shall suffer a loss of employment as a result of merger.
6. Preference in location of employment in the merged facility shall be on the basis of seniority.

ARTICLE 30 - TERM OF AGREEMENT *

30.01 *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.

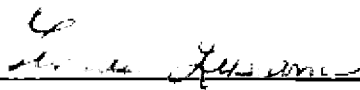
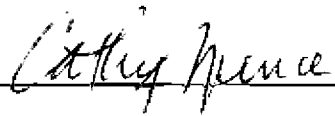
30.02 *Wages for all employees shall be retroactive to November 1, 2020 or the date of hire, if later, Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this agreement.

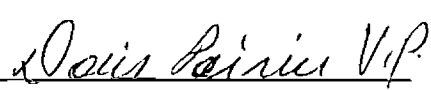
IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement under the hands of their respective officials this 21 day of August, 2023.

Signed on behalf of:

Inverness County Municipal Housing Corporation (Foyer Père Fiset)

Canadian Union of Public Employees, Local 2031,



APPENDIX "A"- WAGE RATES (L2031)

November 1, 2020 – November 1, 2023

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	1.5%		1.5%		3.0%		0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Recreation Assistant / Programmer (without PCW/CCA course)	Probationary Rate	\$18.1246	\$37,699	\$18.3963	\$38,264	\$18.6723	\$38,838	\$19.2325	\$40,004	\$19.3286	\$40,204
	Start	\$18.4287	\$38,339	\$18.7086	\$38,914	\$18.9893	\$39,498	\$19.5589	\$40,683	\$19.6567	\$40,886
	After 1 year	\$18.8093	\$39,124	\$19.0916	\$39,710	\$19.3780	\$40,306	\$19.9593	\$41,515	\$20.0591	\$41,723
	After 2 years	\$19.1899	\$39,921	\$19.4808	\$40,520	\$19.7730	\$41,128	\$20.3662	\$42,362	\$20.4680	\$42,574
	After 3 years	\$19.5842	\$40,735	\$19.8779	\$41,346	\$20.1760	\$41,966	\$20.7813	\$43,225	\$20.8852	\$43,441
	After 4 years	\$19.9838	\$41,566	\$20.2833	\$42,189	\$20.5875	\$42,822	\$21.2052	\$44,107	\$21.3112	\$44,327
Physiotherapy Assistant (with PCW/CCA course)	Probationary Rate	\$18.2892	\$38,033	\$18.5595	\$38,604	\$18.8379	\$39,183	\$19.4031	\$40,358	\$19.5001	\$40,560
	Start	\$18.6001	\$38,680	\$18.8750	\$39,260	\$19.1581	\$39,849	\$19.7329	\$41,044	\$19.8315	\$41,250
	After 1 year	\$18.9753	\$39,470	\$19.2606	\$40,062	\$19.5495	\$40,663	\$20.1359	\$41,883	\$20.2366	\$42,092
	After 2 years	\$19.3613	\$40,274	\$19.6529	\$40,878	\$19.9477	\$41,491	\$20.5461	\$42,736	\$20.6489	\$42,950
	After 3 years	\$19.7580	\$41,095	\$20.0536	\$41,712	\$20.3544	\$42,337	\$20.9651	\$43,607	\$21.0699	\$43,825
	After 4 years	\$20.1654	\$41,933	\$20.4627	\$42,562	\$20.7697	\$43,201	\$21.3928	\$44,497	\$21.4997	\$44,719

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	1.5%		1.5%		3.0%		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
Physiotherapy Assistant (with P.A. Training Program or Degree)	Probationary Rate	\$19.8330	\$41,263	\$20.1358	\$41,882	\$20.4378	\$42,511	\$21.0509	\$43,786	\$21.1562	\$44,005
	Start	\$20.1761	\$41,965	\$20.4779	\$42,594	\$20.7851	\$43,233	\$21.4086	\$44,530	\$21.5157	\$44,753
	After 1 year	\$20.7658	\$43,185	\$21.0732	\$43,832	\$21.3893	\$44,490	\$22.0310	\$45,825	\$22.1412	\$46,054
	After 2 years	\$21.3875	\$44,489	\$21.7099	\$45,157	\$22.0356	\$45,834	\$22.6966	\$47,209	\$22.8101	\$47,445
	After 3 years	\$22.1273	\$46,016	\$22.4549	\$46,706	\$22.7917	\$47,407	\$23.4754	\$48,829	\$23.5928	\$49,073
	After 4 years	\$22.8025	\$47,432	\$23.1459	\$48,144	\$23.4931	\$48,866	\$24.1979	\$50,332	\$24.3189	\$50,583

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
Dietary 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
Caterer													
Environmental Services 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
Ward Aide													
LTCA **													

** Note: Effective date of ratification - please see MDAWage

Maintenance I	Probationary Rate	\$21.3030	\$44,310	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254
	Regular Rate	\$21.6652	\$45,063	\$21.9901	\$45,739	\$22.3199	\$46,425	\$22.9895	\$47,818	\$23.1044	\$48,057
Cook (non-journeymen)	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0704	\$43,827	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	1.5%		1.5%		3.0%		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
Chief Cook (non-journeyman)	Probationary Rate	\$21.7521	\$45,247	\$22.0798	\$45,926	\$22.4110	\$46,615	\$23.0833	\$48,013	\$23.1987	\$48,253
	Regular Rate	\$22.1273	\$46,016	\$22.4549	\$46,706	\$22.7917	\$47,407	\$23.4754	\$48,829	\$23.5928	\$49,073
Journeyman Cook	Probationary Rate	\$22.6418	\$47,094	\$22.9811	\$47,801	\$23.3259	\$48,518	\$24.0256	\$49,973	\$24.1458	\$50,223
	Regular Rate	\$23.0278	\$47,895	\$23.3719	\$48,614	\$23.7225	\$49,343	\$24.4342	\$50,823	\$24.5564	\$51,077
Activity Worker (with 2-yr community college diploma in recreation)	Probationary Rate	\$19.6294	\$40,840	\$19.9291	\$41,453	\$20.2281	\$42,074	\$20.8349	\$43,337	\$20.9391	\$43,553
	Start	\$19.9724	\$41,535	\$20.2681	\$42,158	\$20.5722	\$42,790	\$21.1893	\$44,074	\$21.2953	\$44,294
	After 1 year	\$20.5835	\$42,817	\$20.8938	\$43,459	\$21.2072	\$44,111	\$21.8434	\$45,434	\$21.9526	\$45,662
	After 2 years	\$21.2589	\$44,220	\$21.5786	\$44,883	\$21.9023	\$45,557	\$22.5593	\$46,923	\$22.6721	\$47,158
	After 3 years	\$21.9343	\$45,625	\$22.2639	\$46,309	\$22.5979	\$47,004	\$23.2758	\$48,414	\$23.3922	\$48,656
	After 4 years	\$22.6097	\$47,028	\$22.9487	\$47,733	\$23.2929	\$48,449	\$23.9917	\$49,903	\$24.1117	\$50,152

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	1.5%		1.5%		3.0%		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
Activity Worker (with PCW/CCA course)	Probationary Rate	\$18.1246	\$37,699	\$18.3963	\$38,264	\$18.6723	\$38,838	\$19.2325	\$40,004	\$19.3286	\$40,204
	Start	\$18.4393	\$38,339	\$18.7086	\$38,914	\$18.9893	\$39,498	\$19.5589	\$40,683	\$19.6567	\$40,886
	After 1 year	\$18.8093	\$39,124	\$19.0916	\$39,710	\$19.3780	\$40,306	\$19.9593	\$41,515	\$20.0591	\$41,723
	After 2 years	\$19.2004	\$39,921	\$19.4808	\$40,520	\$19.7730	\$41,128	\$20.3662	\$42,362	\$20.4680	\$42,574
	After 3 years	\$19.5842	\$40,735	\$19.8779	\$41,346	\$20.1760	\$41,966	\$20.7813	\$43,225	\$20.8852	\$43,441
	After 4 years	\$19.9838	\$41,566	\$20.2833	\$42,189	\$20.5875	\$42,822	\$21.2052	\$44,107	\$21.3112	\$44,327

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.08-23 Hourly Rate	May.08-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	\$26.5566	\$55,238	\$26.9551	\$56,067	\$27.3594	\$56,908	\$28.1802	\$58,615	\$28.1802	\$58,615	\$28.3211	\$58,908
	After 1 year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8255	\$59,957	\$28.8255	\$59,957	\$28.9697	\$60,257
	After 2 years	\$27.7520	\$57,724	\$28.1682	\$58,590	\$28.5907	\$59,469	\$29.4484	\$61,253	\$29.4484	\$61,253	\$29.5957	\$61,559
	After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3832	\$61,117	\$30.2647	\$62,951	\$30.2647	\$62,951	\$30.4160	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4806	\$65,480

***Re: 25 Year Service Salary Increment - LPNs: Effective May 8, 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	Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
PCW I / Orderly (without PCW/CCA course)	Start	\$17.2173	\$35,822	\$17.4803	\$36,359	\$17.7425	\$36,904
	After 1 year	\$17.5710	\$36,556	\$17.8387	\$37,104	\$18.1062	\$37,661
	After 2 years	\$17.9141	\$37,265	\$18.1845	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2571	\$37,972	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.6001	\$38,682	\$18.8760	\$39,262	\$19.1592	\$39,851

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed April 13, 2022 and appears in this wage appendix for retroactivity purposes, only.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	1.5%		1.5%		3.0%		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/Orderly 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	\$18.1847	\$37,824	\$18.4574	\$38,391	\$19.0112	\$39,543	\$19.1062	\$39,741
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,123
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker/Orderly without certification" as per the MOA re: CCAs, signed April 13, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	1.5%		1.5%		3.0%		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
PCW II / Orderly (with PCW/CCA course)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,560	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1847	\$37,824	\$18.4574	\$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	\$18.8211	\$39,148	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

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.

Physiotherapist and Occupational Therapist

The annual salary for the Physiotherapist and Occupational Therapist from the start to after 5 years will adjusted to match the Health Authority annual salary effective date of ratification.

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.

Notes to Appendix "A"

1. The hourly rates shown are based on 2080 hours per year.
2. Where a classification has a salary scale, advancement shall be on the first full pay period following the calendar anniversary of an employee's seniority date.
3. As per the rate-matching exercise, the Oct. 31, 2011 rates for Activity Worker with community college diploma are adjusted to match those with university degree and those for Physio Assistant without PCW/CCA course are adjusted to match those with the course.

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.

E-LEARNING (5 POINTS)

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

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

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

MEMORANDUM OF AGREEMENT #1

Re: EI Premium Reduction *

Between:

Foyer Père Fiset

And

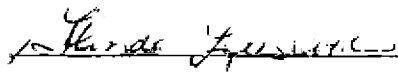
**The Canadian Union of Public Employees, Local 2031,
Foyer Pere Fiset Employees**

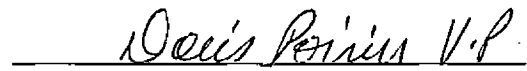
The employer agrees to pay to the Employee, on a biweekly basis on the payroll cheque, that portion of the Employment Insurance reduction that is attributable to employees who are CUPE members.

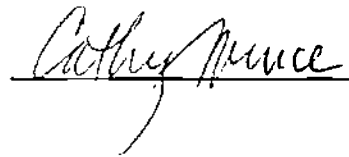
Signed 28 day of August, 2023.

Inverness County Municipal Housing Corporation (Foyer Père Fiset)

Canadian Union of Public Employees, Local 2031,







MEMORANDUM OF AGREEMENT #2

Between

FOYER PÈRE FISET

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2031
Foyer Père Fiset Employees**

RE: BOOT ALLOWANCE FOR MAINTENANCE WORKERS

Employer will reimburse each of the workers in the Maintenance classification up to \$150.00 per fiscal year to purchase a pair of safety boots. Receipts must be submitted for reimbursement by April 1st of each year.

It is expected by all parties that the Maintenance Workers wear safety boots for all safety-sensitive maintenance work, including but not limited to lawn mowing.

Signed 23 day of August, 2023.

Inverness County Municipal Housing Corporation (Foyer Père Fiset)

Canadian Union of Public Employees, Local 2031,

James Anderson

Denis Poirier U.P.

Cathy Mance

MEMORANDUM OF AGREEMENT #3

RE: Long-Term Case Assistant – Classification *

BETWEEN

Foyer Père Fiset, Cheticamp, NS

(the “Employer”)

And

The Canadian Union of Public Employees, Local 2031

(“Local 2031”)

WHEREAS the Parties have recognized that there are new workload pressures on the workforce Long-Term Care Facilities in Nova Scotia due to measures implemented to reduce the risk of exposure and infection during the Covid-19 pandemic;

AND WHEREAS the Employer has decided to add Long-Term Care Assistant (LTCA) as a temporary measure to mitigate the strain and pressures on its workforce resulting from the additional COVID-19 measures;

AND WHEREAS the Employer acknowledges that these LTCA positions are bargaining unit positions, and that Canadian Union of Public Employees, Local 2031, is the certified bargaining agent;

AND WHEREAS the Parties have agreed to the rate of compensation applicable to the LTCA classification, the terms of which they wish to set out in writing in this Memorandum of Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Under prior collective agreements, the LTCA classification was be paid a rate as follows:
 - a) The probationary rate shall be \$16.41/hour; and
 - b) The regular rate shall be \$16.69/hour.
2. Wage adjustments and economic increases for the LTCA classification following ratification of the November 1, 2020 – October 31, 2023 Collective Agreement will be identical to those set down for the Dietary/Environmental Service workers in Appendix A.
3. The Employer does not intend to hire LTCAs on a permanent basis, nor as a replacement for or in lieu of any vacant Continuing Care Assistant (“CCA”) positions. The addition of LTCA positions by the Employer has been for the

purpose of supporting the work of the bargaining unit generally, and specifically to address workload pressures arising from additional work related to COVID-19 and mitigating risks related to COVID-19 in long-term care.

4. Employees in LTCA positions are required by the Employer to perform duties specific to COVID-19, including but not limited to: active screening of all entrants to the facility, temperature checks, and assisting residents with visits, whether online or in person, and to assist in the recreation department.

5. Nothing in this MOA shall be deemed to impose an obligation on the Employer to hire LTCA positions on a permanent or temporary basis in future. The LTCA positions can be cancelled at any time at the sole discretion of the Employer or at any time if approval for use of the positions for the positions ceases.

Signed 25 day of August, 2023.

Inverness County Municipal Housing
Corporation (Foyer Père Fiset)

Canadian Union of Public Employees,
Local 2031,

Stéphanie Gendron

Doris Poirier

Cathy Ponce

MEMORANDUM OF AGREEMENT #4

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.

Signed 25 day of August, 2023.

Inverness County Municipal Housing Corporation (Foyer Père Fiset)

Canadian Union of Public Employees, Local 2031,

Jana Hudson

Doris Perin V.P.

Cathy Bruce
