

# **COLLECTIVE AGREEMENT**

**-between-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2007**

**-and-**

**BAY SIDE HOME CORPORATION**

**Effective to October 31, 2023**

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**THIS AGREEMENT is made this                    day of                    , A.D., 2023.**

-between-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2007,  
hereinafter called the "Union",

PARTY OF THE FIRST PART;

-and-

BAY SIDE HOME CORPORATION, Barrington, Nova Scotia,  
Hereinafter called the "Employer",

PARTY OF THE SECOND PART.

**ARTICLE 1                    PREAMBLE**

**1.01** It is the purpose of both parties to this Agreement:

- To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- To encourage efficiency in operations;
- To promote the morale, well being and security of all employees in the bargaining unit of the Union.

**1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

**ARTICLE 2                    MANAGEMENT RIGHTS**

**2.01** The Union recognizes that it is the right of the Employer to exercise the regular and customary function of Management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

**2.02** The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Subject to other provisions in this agreement, these rights shall not be used in a manner which would deprive any present employee of employment except for just cause.

### **ARTICLE 3            RECOGNITION**

- 3.01** The Employer recognizes the Canadian Union of Public Employees and its Local 2007, as the sole and exclusive collective bargaining agent for all of its employees, but excluding Registered Nurses, Licensed Practical Nurses, Executive Administrator, Supervisor, Program Director, Foreperson and those equivalent to the rank of foreperson and above, office employees, and those excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02** Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.
- 3.03** This Collective Agreement is fully applicable to all part-time, temporary or casual employees, unless otherwise specified, with the exception of summer students. Casual and temporary employees shall have monetary benefits pro-rated. Casual and temporary employees are covered by the Medical Plan and/or Pension Plan as set out in the Plan(s).
- 3.04** No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which violates the terms of this Collective Agreement.

### **\*ARTICLE 4            DEFINITIONS**

- 4.01** **Regular Full-Time Employees** - Regular full-time employees shall mean persons who have satisfactorily served the probationary period and who are employed in full time positions of a continuous nature consisting of eighty (80) hours biweekly.
- 4.02** **Regular Part-Time Employees** - Regular part-time employees shall mean persons who have satisfactorily served the probationary period and who are employed in regular part-time positions of a continuous nature and have designated hours less than full time. Regular part-time employees shall receive the wage rates, conditions of employment, and benefits specified in this Collective Agreement on a pro rata basis.
- 4.03** **Temporary Employees** - Temporary employees are those employees hired to carry out short-term jobs which require them to work the standard eight (8) hour or twelve (12) hour shift or who are filling in for a bargaining unit employee who will be absent for sometime, but who ceases to be employed when the specific

job for which they were hired has been completed or when the person for whom they are filling in returns to work. Temporary employees who are already members of the bargaining unit shall be covered under this Collective Agreement.

Regular employees working in Temporary positions shall be returned to their former position upon completion of the temporary position.

**4.04 Casual Employees** A casual employee is one who is called in on a day-to-day basis. This collective agreement applies to a casual employee where appropriate.

**4.05 Probationary Period** \* is that period for newly hired employees up to six hundred and forty (640) hours worked in the position. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. In the event that the probationary period is extended, the Union shall be consulted and participate in such meeting with the affected employee. In any case, the probationary period shall not be extended for more than an additional (640) hours.

**4.06 Working Day** - For the purposes of Article 12 and 13 only, a working day shall be defined as Monday to Friday during normal business office hours and excludes weekends and holidays.

## **ARTICLE 5 NO DISCRIMINATION**

**5.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his membership or activity in the Union.

## **\*ARTICLE 6 UNION MEMBERSHIP REQUIREMENT**

**6.01** All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment, become members in good standing in the Union not later than after forty (40) working days of continuous employment with the Employer.

## **6.02 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, with job title/classification)

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 CHECK-OFF OF UNION DUES**

- 7.01** The Employer shall deduct from every employee any dues, initiation fees, or assessments, all of which are uniformly applicable to all employees in the bargaining unit.
- 7.02** Deductions shall be made from the first payroll of each month commencing from date of employment and shall be forwarded to the National Secretary-Treasurer at 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7, not later than the 15th day of the month, accompanied by two (2) copies of the list of names, addresses and classifications of employees from whose wages the deductions have been made.
- 7.03** At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 8 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 8.01** The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- 8.02** On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward or Representative. The

Steward or Representative will provide the new employee with a copy of the Collective Agreement.

### **8.03 Notification of New Hires**

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, casual) and start date of all employees hired into the bargaining unit prior to their first day of employment. The Union shall advise the Employer of all changes to the local union executive within two (2) weeks of the change.

## **ARTICLE 9 CORRESPONDENCE**

**9.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or designate and the Recording Secretary of the Union.

## **\*ARTICLE 10 LABOUR MANAGEMENT COMMITTEE**

**10.01** \* A Labour Management Committee may be established, if deemed desirable, consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. The Local shall advise the Employer if their assigned CUPE representative will be in attendance, and the Employer shall advise the Union if they intend to have representation present.

**10.02** The committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (2) Improving and extending services to the public;
- (3) Promoting safety and sanitary practices;
- (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerning service);
- (5) Correcting conditions causing grievances and misunderstandings.

**10.03** The Committee shall meet at least 4 times per calendar year unless mutually agreed otherwise, or when necessary at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of regular earnings for time spent with this Committee. Meetings shall normally be held Monday to Friday between 8:00 a.m. and 4:00 p.m.

- 10.04** An Employer and a Union representative shall be designated as joint chairperson and shall alternate in presiding over meetings.
- 10.05** Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.
- 10.06** The Committee shall not have jurisdiction over wages, or any 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 of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 11    LABOUR MANAGEMENT BARGAINING RELATIONS**

- 11.01** The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee, or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 11.02** A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union's nominees to the Committee. A Management Bargaining Committee shall be elected or appointed and consist of not more than four (4) representatives of the Employer. The Employer shall advise the Union of the Employer nominees to the Committee.
- 11.03** All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 11.04** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

- 11.05** In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twelve (12) calendar days after the request has been given unless mutually agreed otherwise.
- 11.06** Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer may with permission of the Department Head attend bargaining meetings with the Employer, if during working hours, without loss of remuneration up to a maximum of twenty-one (21) shifts shared amongst the three (3) representatives.
- 11.07** The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.
- 11.08** The Employer agrees that before any final decisions are made relating policy or conditions of employment that would affect employees that the Union will be given an opportunity to express their concerns.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

- 12.01** 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. The Steward shall assist any employee which the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.
- 12.02** The Union shall notify the Employer in writing of the name of each Steward and the department(s) represented and the names of the Chief Steward, before the Employer shall be required to recognize any such Steward.
- 12.03** The Stewards selected shall constitute the Grievance Committee along with the officers of the Union and the Representative of the Canadian Union of Public Employees.
- 12.04** 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 as provided in this article. The Union recognizes that each steward is employed full time by the Employer and that each steward will not leave work during working hours except to perform duties under this agreement. Therefore, no steward shall leave work without obtaining

the permission of the immediate supervisor and such permission shall not be unreasonably withheld.

**12.05** A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement. Any such grievance proceeding must be initiated within twenty (20) working days from the time that the Union or the employee became aware of the matter giving rise to the grievance.

**12.06** An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to the Steward within ten (10) working days of the occurrence or discovery of the circumstances giving rise to the grievance. If the employee's steward is absent, the employee may submit the grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the Grievance procedure the grievor shall have the right to be present.

Step 2

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the grievor's supervisor.

Step 3

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render a decision within four (4) working days after receipt of such notice.

Step 4

Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Administrator. Where the parties agree, a meeting shall be held to discuss the grievance. The Administrator shall render a decision within ten (10) working days after receipt of such notice, or after the meeting described herein if a meeting is held.

Step 5

Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration within fifteen (15) working days of the receipt of the decision of the Administrator.

**12.07** (a) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, Steps 1, 2, and 3 of this article may be by-passed and must be

submitted within twenty (20) working days from the time that the Union or the employee(s) became aware of the matter giving rise to the grievance.

- (b) The Employer may institute a grievance by delivering the same in writing to the President of the Local Union and the President shall answer such grievance within five (5) working days. If the answer is not acceptable to the Employer, the Employer may within fifteen (15) working days from the day the President gives their answer, refer the dispute to arbitration.

**12.08** The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2 and shall be submitted within twenty (20) working days from the time that the Union or the employee(s) became aware of the matter giving rise to the grievance.

**12.09** An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in Step 3 of the grievance procedure for preferred handling.

**12.10** Replies to grievances stating reasons shall be in writing at all stages.

**12.11** The Employer shall supply the necessary facilities for the grievance meetings.

**12.12** Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

**12.13** The time limits set out herein may be extended by mutual agreement.

**12.14** An arbitrator shall have the power to allow all necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision which they deems just and equitable.

### **ARTICLE 13 ARBITRATION**

**13.01** If a settlement is not reached in the steps above, either party may serve notice of intention to seek arbitration. Such notice must be given within fifteen (15) working days. The matter may then be referred to a sole arbitrator appointed by mutual consent. Should the parties fail to agree upon the arbitrator, the arbitrator shall be appointed by the Minister of Labour of the Province of Nova Scotia. The decision of the arbitrator shall be binding on both parties.

**13.02** The parties may mutually agree to refer any matter under Article 13.01 to a three (3) person Arbitration Board. Following such agreement, when either party requests that a grievance be submitted to an arbitration board, the request shall

be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then select an impartial chairperson.

- 13.03** If the party receiving the notice fails to appoint a nominee or if the two nominees fail to agree upon the selection of a chairperson within seven (7) days of their appointment, then the appointment shall be made by the Minister of Labour upon request of either party.
- 13.04** The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision as soon as is reasonably possible.
- 13.05** The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 13.06** Should the parties be unable to agree as to the meaning of the Board's decision, then either party may apply to the Chairperson of the Board for clarification by the Board. Such clarification shall be promptly rendered by the Board to the parties.
- 13.07** Each party shall pay:
- (1) The fees and expenses of the nominee it appoints;
  - (2) One-half (1/2) of the fees and expenses of the Chairperson or Sole Arbitrator.
- 13.08** The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.
- 13.09** At any stage of the grievance or arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Written statements of fact relating to a workplace matter may be submitted by either Party. All reasonable arrangements will be made to permit the conferring parties or the Arbitration Board or sole Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE**

- 14.01 (a)** In the event the Employer initiates a disciplinary action against an employee who has completed the probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed. Subject to article 5.01 herein, the Employer shall not be required to establish just cause in the event of the termination of a probationary employee.
- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary employee shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- 14.02** The employee shall be notified in writing of the action and/or penalty, with a copy to the Secretary of the Union.
- 14.03** In cases of discharge and discipline, the burden of proof of just cause for non-probationary employees shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee. A grievance concerning a suspension or discharge shall commence at Step 4 of the Grievance Procedure within twenty (20) working days of the date of the suspension or discharge.
- 14.04** Whenever the Employer or authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.
- 14.05** An employee covered by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.
- 14.06** The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer,

whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

- 14.07** An employee who has completed their probationary period may be disciplined but only for just cause. The Employer shall send a copy of any disciplinary letter to the Union within five (5) working days after it is issued. All formal disciplinary letters shall be removed from an employee's discipline record after a period of eighteen (18) months, provided there has been no recurrence of any further discipline during that time period.

Notwithstanding any other article of this agreement, the timelines to commence a grievance related to a disciplinary letter shall commence with the date of the discipline letter from the Employer.

- 14.08** When a disciplinary meeting is being held the employee shall have the right to have a steward or local union officer present.
- 14.09** A steward or local union officer shall have the right to consult with a C.U.P.E. staff representative who shall be entitled to be present at any discussion with supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 15 SENIORITY**

- 15.01** Seniority is defined as the length of service with the Employer in the Bargaining Unit and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining-unit-wide basis. Seniority and benefits for part-time and casual employees shall be on a pro-rata basis.

While on pregnancy leave, parental leave or unpaid sick leave, a part-time or casual employee shall continue to accrue seniority on the same pro-rata basis they were earning over the twelve (12) month period prior to the leave.

- 15.02 (a)** The Employer shall maintain a seniority list showing the hours of seniority for each employee. For employees hired prior to October 4, 1999 seniority will continue to be the date upon which that employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

- (b) The lists shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the lists may be forwarded to the Employer in writing, failing which the lists shall be deemed to be accurate and the Employer shall be entitled to rely on the list as posted or corrected.

**15.03** \*A newly hired employee will be required to serve a probationary period as defined in Article 4.05. The probationary period is for six hundred and forty (640) hours of work from the date of commencement of employment. After completion of the probationary period, seniority shall be effective from the original date of employment.

Employees having previously served their probationary period shall not be required to repeat their probationary period if re-hired within a period of eighteen (18) months.

**15.04** An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

- (1) The employee is discharged for just cause and is not reinstated;
- (2) The employee resigns in writing and does not withdraw within three (3) days;
- (3) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (4) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. An employee recalled for casual work or employment of short duration at a time when the employee is employed elsewhere shall not lose recall rights for refusal to return to work;
- (5) The employee is laid off for a period longer than two years.

**15.05** No employee shall be transferred to a position outside the bargaining unit without that employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during the trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, the employee shall be placed in a job consistent

with the employee's seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

**15.06** A Casual employee who is consistently unavailable when called shall lose seniority and be struck from the Casual list. Prior to taking such action, the employer shall send a letter to the employee's last known address giving notice that such action is being considered and seeking the employee's response within ten (10) working days. Where the employee has notified the Employer in advance of a period of unavailability not greater than three (3) months, unavailability during that time shall not count against the employee. An employee who has been struck from the Casual List as set out herein and who is later re-hired shall serve the probationary period.

## **\*ARTICLE 16 PROMOTIONS AND STAFF CHANGES**

**16.01** When a vacancy of 6 weeks or more occurs or a new position is created inside the Bargaining Unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards and the Bay Side Home News and Updates Face Book page for a minimum of one week, so that all members will know about the vacancy or new position. Positions shall be advertised as soon as possible. Jobs outside the Bargaining Unit shall be posted but no provisions of the Agreement apply.

**16.02** \* Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, designated hours, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to applicants of all genders".

**16.03** No outside advertisement for any vacancy shall be placed until the applications of present employees have been fully processed. The Employer may fill the position on a temporary basis up to six (6) weeks.

**16.04** \* Designated Positions

(a) 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.

(b) 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 the remainder of this Article 16.

**16.05** \* Both parties recognize:

- (1) The principle of promotion within the service of the Employer;
- (2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, or promotions involving posted positions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

**16.06** The successful applicant shall be notified within one (1) week following the end of the posting period. The successful applicant shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two months. 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, that employee shall be returned to the former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

**16.07** \* Consideration for promotion to a posted position will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee will be given a period of three (3) months to qualify and to revert to the former position if the required qualifications are not met within such time.

**16.08** Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified by the Employer of all appointments, hirings, lay-offs, transfers, recalls, termination of employment and all changes in classification.

**16.09** Any employee unable through injury or illness to perform the employee's normal duties shall be provided with alternate suitable employment, if such work is available. Such employee shall not displace an employee with more seniority. Classifications will be changed after twenty (20) working days accordingly.

**16.10** An employee who, through advancing years is unable to perform the normal duties, shall be provided with alternate suitable employment, if such work is available. Such employee shall not displace an employee with more seniority. Classifications will be changed after twenty (20) working days accordingly.

**16.11** The Employer may inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this agreement.

**16.12** The Employer shall bulletin any Training Courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- (1) Type of course (subjects and material to be covered);
- (2) Time, duration, and location of the course;
- (3) Basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two weeks on Bulletin Boards to afford all interested employees an opportunity to apply for such training. The senior qualified applicant shall be selected, provided such employee requires the program.

## **ARTICLE 17 LAY-OFFS AND RECALLS**

**17.01 (a)** Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a reduction in a classification, the least senior employee in the affected classification shall be laid off. In the event that the least senior employee in the affected classification is not the least senior employee in the bargaining unit, they may displace a less senior employee of equivalent or less guaranteed hours and rate of pay if they are able to perform the regular duties of the position within a reasonable familiarization period.

(b) Prior to any affected employees being notified of layoff, the Employer will meet and inform the Union of such lay off. All specific information disclosed shall be treated as confidential by both Parties.

**17.02** Employees shall be recalled in the order of their seniority provided the more senior employee has the required qualifications, skills and ability to perform the regular duties of the job within a reasonable familiarization period.

**17.03** No new employees shall be hired until those laid off within a two year period have been given an opportunity of recall.

**17.04** Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the days for which work was not made available.

**17.05** The Employer agrees to pay the full premiums for all employee benefit plans for employees laid off for periods of less than one month. In the event of a longer lay-off employees shall have the right to continue this coverage in accordance with the terms of the respective plans, provided the employee pays 100% of the premiums.

**17.06** Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

#### **\*ARTICLE 18 HOURS OF WORK**

**18.01** The normal hours of work for full-time employees shall be eighty (80) hours per two (2) week period, averaged over the shift rotation, consisting of shifts that are either of (a) or (b) or a combination of (a) or (b):

(a) Eight (8) hour shifts inclusive of a one-half (1/2) hour paid meal break and of two (2) paid 15 minute rest breaks;

(b) Twelve (12) hour shifts inclusive of two (2) one-half (1/2) hour designated paid meal breaks and two (2) paid 15 minute rest breaks.

**18.02 (a)** Employees who are assigned eight (8) hour shift schedules shall receive four (4) days off in each bi-weekly period, two of which must be consecutive, unless mutually agreed otherwise between the Employer and the employee.

(b) Employees who are assigned twelve (12) hour shift schedules shall receive two (2) consecutive days off each week unless mutually agreed otherwise between the Employer and the employee.

(c) Employees required and/or scheduled to work a split shift shall receive a differential of two dollars (\$2.00) per split shift.

- (d) Employees shall be granted one weekend off in three whenever possible at the discretion of the Employer, however, at least one weekend off in four.
  - (e) Employees shall not be scheduled for more than four (4) twelve (12) hour shifts in a row without at least one day off.
- 18.03** (a) The work schedule shall be posted at least two (2) weeks in advance in an appropriate place.
- (b) Notwithstanding the foregoing, June 15<sup>th</sup> to Labour Day weekend, inclusive the Employer may post the work schedule for a longer period of time.
  - (c) The schedule for the month of December and the first week of January shall be posted not later than the third (3<sup>rd</sup>) Friday in November.
  - (d) Once the schedule is posted Management will not change the schedule unless mutually agreed between the Employer and the employee affected or in the event of an emergency arising beyond the control of Management.

**18.04** An employee shall be permitted a rest period of fifteen minutes in the first half and in the second half of a shift in an area made available by the Employer.

**18.05** Employees who are fifty-five (55) years or older may request reduced hours of work. Such reduced schedule may, after consultation with the Union, be mutually agreed between the employee and the Employer. Wages and benefits shall be paid on the basis of the reduced work hours.

Notwithstanding, full-time employees who have reduced their hours in accordance with this article, shall be entitled to use the pro-rated benefit in accordance with the rights of a full-time employee. The hours made available as a result of the reduction shall be posted as regular part-time hours, either permanent or term as appropriate.

**18.06** Notwithstanding Article 4.04, Casual employees may be scheduled in advance of the schedule being posted. Prior to scheduling a casual in accordance with this article the Employer shall first offer the shift(s) to Part Time employees in accordance with their seniority subject to their availability. The Employer shall not be obliged to incur overtime as a result.

**18.07** Subject to the approval of the Employer, Employees may exchange shifts where operational requirements permit, and there is no increase in cost to the Employer. Exchanged shifts must normally occur within the same pay period.

**18.08** \*All employees, whether existing or new hires, shall be paid on a regular bi-weekly basis and in accordance with the Hours of Work for all hours worked including time spent in orientation and on the job training.

## **ARTICLE 19 OVERTIME**

**19.01** All time worked beyond an eight (8) or twelve (12) hour shift, or beyond eighty (80) hours per pay period averaged over the shift rotation shall be paid for at the rate of time and one-half. For the purpose of calculating overtime only, all paid leaves of absence shall be deemed equivalent to hours worked. Time worked beyond the regular shift length shall be compensated at straight time rates for a period of less than fifteen (15) minutes. If the overtime amounts to fifteen (15) minutes or more, the overtime rate shall apply to the total period in excess of the shift. Receiving report ten (10) minutes or less prior to the shift shall be excluded.

**19.02** An employee required to work more than one hour overtime contiguous to their regular shifts shall be provided with a meal or an allowance by the Employer.

**19.03** An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

**19.04** Overtime shall be divided equally among employees who are willing and qualified to perform the available work.

**19.05** Overtime work shall be on a voluntary basis except in emergencies, and overtime shall be kept to a minimum.

In the event of a staff shortage, the Employer shall:

- (1) Call in part-time employees (by order of seniority) who are willing and qualified, provided no overtime is incurred;
- (2) Call in casual employees (by order of seniority) who are willing and qualified, provided no overtime is incurred;
- (3) Call in the employee designated on Standby, if any; and
- (4) Should the need not be filled after following steps 1 through 3 overtime shall be offered to full-time employees by order of seniority;

If the need is left unfilled, the Employer may designate the least senior qualified employee to work.

**19.06** There shall be no excessive and continuous overtime worked in any operation while there are available employees on lay-off able to perform the work.

### **19.07 Standby and Call Back**

- (a) Part-time and Casual Employees may indicate availability for Standby.
- (b) The Employer may create a Standby schedule consisting of a rotation of qualified part-time and Casual employees who have provided their availability for Standby.
- (c) Employees on Standby shall be paid \$1.00 per hour for each hour of Standby duty. An employee on Standby who is called in to work and who reports to work shall be paid at the applicable straight time or overtime rate for actual hours worked and to the Standby pay for the period on Standby.
- (d) A full-time employee who is called back to work outside regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

**19.08** Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and the Employer. However, no time less than one (1) hour may be banked.

### **19.09 Semi-Annual Time Change**

The changing of daylight saving time to standard time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours. The hour difference shall be evenly split between the employees completing their shift and those commencing their shift.

## **\*ARTICLE 20 SHIFT WORK AND IN-CHARGE PAY**

**20.01** The Employer shall provide at least sixteen (16) hours rest between eight (8) hours shifts, or twelve (12) hours rest between twelve (12) hour shifts which are being changed.

This shall not apply where overtime and/or a call-out has resulted in less than the required rest period before the employee's next regular shift commences. Such an employee shall be paid at their regular straight time rate during their next scheduled shift.

**20.02 (a)\*** Employees required to work rotating shifts (day, evening, night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is operationally possible.

(b) Shift work (rotation) shall be kept to an absolute minimum. The cook and/or the domestic staff will not normally be required to work as personal care staff on the evening or night shift.

Effective April 17, 2023.

**20.03** \*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, for all hours worked between the hours of 1800 and 0600.

Effective April 17, 2023.

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

**\*ARTICLE 21 HOLIDAYS**

**21.01** \* The Employer recognizes the following thirteen (13) calendar dates as paid holidays and any other day proclaimed as a general holiday by the Federal, Provincial or Municipal Government:

- |                        |   |
|------------------------|---|
| New Year's Day         | Labour Day                                |
| Heritage Day           | National Day for Truth and Reconciliation |
| Good Friday            | Thanksgiving Day                          |
| Easter Monday          | Remembrance Day                           |
| Victoria Day           | Christmas Day                             |
| July 1                 | Boxing Day                                |
| First Monday in August |   |

For the purposes of Article 21.01, a holiday is an eight (8) hour day.

In order to qualify for any of the holidays set out herein, the employee must have worked on the last scheduled work day prior to, and on the first scheduled work day following the holiday. An exception to this requirement shall be made in the case of bona fide illness or injury where such illness or injury is reported to, verified and authorized by the Employer. Notwithstanding this provision, an employee shall not be paid for holidays beyond a three (3) month period while in receipt of WCB benefits or unpaid sick leave.

**21.02** If an employee is scheduled to work on the calendar date of the holiday, the employee will be compensated at the rate of one and one-half (1 ½ x) times the employee's hourly rate for all hours worked on the date of the holiday. Full-time employees shall either be paid the additional ½ time earned or may bank it for

use at a future date as indicated by the employee. Where the banked time is to be taken off, such time off shall be by mutual agreement between the Employer and the employee. Full-Time employees will receive an additional eight (8) hours of banked holiday leave credits to be used at a mutually agreeable time between the Employer and the employee provided that such day off does not incur overtime in scheduling a replacement employee for that shift.

**21.03** If a full time employee is called to work on a holiday which is on the employee's normal day off, the employee shall be compensated by receiving a day off at a later date plus two times straight time for all hours worked, provided that if notice has been given 72 hours prior to the holiday, the employee will be paid one and one-half (1 ½) times for all hours worked.

**21.04** Full-time employees shall be granted either Christmas or New Year's off consisting of four calendar days including holidays and days off. The employer may schedule one (1) of the days off as a "stat" day and pay the time off from the employee's accumulated holiday lieu time. Where the employee has insufficient stat time the employer may schedule the employee three (3) calendar days off.

The Employer will attempt to grant part-time employees either Christmas or New Year's consisting of four (4) calendar days including holidays and days off. The employer may schedule one (1) of the days of as a "stat" day and pay the time off from the employee's accumulated holiday lieu time.

Any employee who is granted the time off at Christmas one year, shall be entitled to New Year's off the following year, and vice versa.

For the purposes of this Article, employees who are scheduled to be off Christmas or New Year's, shall have December 24<sup>th</sup> or December 31<sup>st</sup> respectively, scheduled off, where operationally possible.

**21.05** Part-time employees shall be entitled to statutory holiday pay calculated on a prorated basis. The formula used for this calculation is that 20 hours paid entitles the employee to one (1) hour of Holiday pay earned. Holiday credits in excess of that needed to grant the time off described in Article 21.04 pay for part-timers shall be paid at the time of the first pay in December of each year. Where part-time employees acquire a regular full-time position, accrued holiday credits earned to date shall be credited to the employee's holiday bank or paid immediately, as indicated by the employee.

**21.06** For Full Time employees and those employees who have reduced their hours in accordance with Article 18.04, accumulated paid holiday leave credits shall be scheduled as paid hours off at a time mutually agreed. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay

out any unscheduled holiday credits in excess of thirty-two (32) hours save and except what is needed to grant the time off described in Article 21.04.

## **ARTICLE 22 VACATION**

**22.01** An employee shall receive an annual vacation with pay in accordance with years of service as follows:

- |     |                                    |                      |
|-----|------------------------------------|----------------------|
| (1) | Less than one year of service..... | 6.66 hours per month |
| (2) | One year or more of service....    | 80 hours             |
| (3) | Two years or more of service...    | 120 hours            |
| (4) | Ten years or more of service...    | 160 hours            |
| (5) | 18 years or more of service...     | 200 hours            |

Part time employees shall receive paid vacation on a pro-rated basis.

Any employee who is absent from work beyond one (1) year, shall not be entitled to vacation pay, except for employees in receipt of Workers' Compensation benefits who shall accrue vacation credits in accordance with Article 32.06.

**22.02** If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed between the employee and the employee's immediate supervisor.

**22.03** An employee terminating employment at any time in the employee's vacation year, before the employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

**22.04** Vacation requests will be submitted by March 31<sup>st</sup> of each year. Vacation schedules shall be posted by May 1<sup>st</sup> of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Seniority shall be the determining factor for all vacation requests submitted by March 31<sup>st</sup>. Vacation requests submitted after March 31<sup>st</sup> must be requested at least three (3) working days in advance of the vacation date, and will be considered on a first come first served basis. Vacations shall commence immediately following an employee's regularly scheduled days off, or immediately following an employee's regularly scheduled long weekend off, if requested by the employee.

**22.05** An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. Notwithstanding this provision, a maximum of three (3) consecutive weeks' vacation can be taken between June 15<sup>th</sup> and Labour Day weekend, inclusive.

- 22.06** An employee after six (6) months of employment may use accumulated vacation time, if the employee so chooses. Employees shall inform the Employer of when they want vacation by May 1<sup>st</sup> of each year if possible.
- 22.07** Where an employee becomes hospitalized during the period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for later use at a mutually agreed time.
- 22.08** Should an employee be seriously ill or injured at the time the employee's annual vacation was scheduled to commence to the extent that the employee was unable to work, the Employer shall give reasonable consideration to the substitution of sick leave, and vacation shall be rescheduled to a mutually agreed time.
- 22.09** Employees may request single vacation days and such request will not be unreasonably denied by the Employer, provided the employee has given reasonable notice and based upon the operational needs of the Employer. Such employees shall be paid for the hours the employee would normally have worked on their scheduled shift, provided they have those hours in their vacation bank.

**22.10 Bereavement Leave While on Vacation**

When an employee is entitled to bereavement leave under Article 24.05 during a period of vacation time, the employee may choose to be granted leave under Article 24.05 and set aside the equal number of vacation days to be taken at a future time to be mutually agreed between the employee and Employer.

- 22.11** Employees may carry up to forty (40) hours of vacation beyond March 31 of the following year. The excess shall be paid out.

NOTE: This limitation to vacation carry over shall only apply to vacation hours earned after the date of signing.

**\*ARTICLE 23 SICK LEAVE**

- 23.01** \* Sick leave means the period of time an employee is absent from work by virtue of bona fide sickness or disability, or because of an accident for which compensation is not payable under the Workers' Compensation Act and shall be payable from the first day of illness where the illness prevents the employee from performing the full duties of their position, subject to available sick leave credits.
- 23.02** (a) One hundred forty-four (144) hours of sick leave per year shall be earned by all full-time employees at the rate of twelve (12) hours of sick leave for every month during which an employee is employed, to a maximum accumulation of nine hundred and sixty (960) hours.

Notwithstanding this provision, an employee shall not earn sick leave while:

- (1) on lay-off beyond one (1) month;
- (2) in receipt of WCB benefits beyond three (3) months;
- (3) off work on unpaid sick leave beyond three (3) months; and
- (4) on a leave of absence (excluding pregnancy/parental) beyond three (3) months.

- (b) Entitlement to sick leave for part-time employees shall be calculated on the basis of every one hundred and sixty (160) hours worked entitles the employee to receive twelve (12) hours of sick leave credit to a maximum of nine hundred and sixty (960) hours.

**23.03** A deduction shall be made from accumulated sick leave of all scheduled hours absent for sick leave. An employee shall not be paid sick leave if they are otherwise receiving pay for the day. Any notification for sick leave shall be made personally by the employee unless incapacitated.

**23.04** \* An employee may be required to produce a certificate from a medical practitioner for any illness in excess of seven (7) consecutive calendar days, certifying that the employee was unable to carry out the full duties of their position due to illness. If an employee is required by a medical practitioner to pay for a medical certificate, the employee shall be reimbursed by the employer the cost of said certificate. The Employer may request a medical prognosis regarding ability to meet the requirements of the job and/or to provide regular attendance. Such prognosis would first be obtained from the employee's own physician.

In unusual circumstances where the absenteeism record is consistently in excess of the average and/or when the Employer has reasonable grounds to question the validity of a particular claim, the Employer may require a medical prognosis from an independent recognized Employment Medical Specialist. All such costs, including regular wages, travel expenses, medical fees, etc., shall be paid by the Employer.

**23.05** The Employer shall make available on-line to all employees the amount of sick leave accrued to the employee's credit.

**23.06** Where no other person than the employee can provide for the needs during illness of a spouse, child or parent living in the same household, an employee shall be entitled after notifying the supervisor to use a maximum of forty (40) hours accumulated sick leave per annum for this purpose, a medical certificate may be required, if the absence exceeds three (3) days.

### **23.07 Medical/Dental; Family**

Employees, with sufficient sick leave credits, shall be allowed paid leave of absence of up to twenty-four (24) hours per fiscal year (pro-rated for employees based on regular hours paid) debited against accrued sick leave credits in order to:

- (a) engage in and facilitate the employee's personal preventative medical or dental care which cannot be arranged outside the employee's scheduled shift. Employees shall advise their immediate supervisor as soon as appointments are made and not less than 3 days in advance.
- (b) attend specialist appointments with dependents living in the same household. Employees shall advise their immediate supervisor as soon as appointments are made and not less than 3 days in advance.

### **\*ARTICLE 24 LEAVE OF ABSENCE**

**24.01** Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

**24.02** Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

**24.03** \* Upon request to the Employer, an employee elected or appointed to represent the Union at conventions will be allowed leave of absence without pay and benefits if operationally possible. Not more than two (2) employees shall be granted such leave for any single period. Periods during which an employee is on a leave of absence for Union business shall be deemed to be time worked and paid for the purpose of Seniority and Service. Such leave of absence shall allow employees to attend meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

At the request of the Canadian Union of Public Employees, Local 2007, the Employer will maintain pay at the regular rates and benefit coverage for those employees who have been granted leaves of absence without pay for Union business and the Employer will invoice the Canadian Union of Public Employees, Local 2007, the employees' regular rate of pay plus the Employer's portion of the benefits within sixty (60) days of the completion of the leave of absence. The Canadian Union of Public Employees, Local 2007, shall pay the invoice within thirty (30) days of receipt of the invoice.

**24.04** (1) 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 loss of benefits so that the employee may be candidate in federal, provincial or municipal elections.

- (2) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the term of office.
- (3) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during the term of office. Such employee shall receive pay and benefits as provided for in this agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

#### **24.05 Bereavement Leave**

Immediate Family includes: the employee's spouse (common-law); child (step-child); parent (step-parent); sibling (step-sibling); grandchild.

The "in-law" and "step-relative" relationships referred to in this provision will only be considered as legitimate absences in cases where it is a current relationship at the time the benefit is claimed.

- (a) In the event of a death in the employee's Immediate Family, the employee shall be granted five (5) consecutive days' leave of absence effective midnight following the death. If the death occurs while the employee is at work or scheduled to go to work on the same day, the employee shall be granted Bereavement Leave with pay for the shift of remainder of the shift, whichever is appropriate. The employee shall be paid for all shifts they would normally be scheduled to work during those five (5) days' leave if the death had not occurred.
- (b) In the event of a death of the employee's grandparent, mother-in-law or father-in-law the employee shall be granted up to four (4) consecutive calendar days' bereavement leave with pay effective midnight following the death. The employee shall be paid for all shifts they would normally be scheduled to work during those four (4) days' leave if the death had not occurred.
- (c) Up to one (1) calendar day bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew provided that such day is the employee's normally scheduled working day.
- (d) If an employee is on vacation at the time of the bereavement leave, the employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation credits.

- (e) An employee who would be on a Leave of Absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (f) An employee when for any reason other than bereavement leave would not be considered at work, if a death in the Immediate Family should occur, shall not be eligible for bereavement leave with pay.
- (g) In the event that the funeral for any of the persons listed in Article 24.05 (a) and (b) does not take place within the period of Bereavement Leave, the employee may defer a day of their Bereavement Leave without loss of regular pay until the day of the funeral.

**24.06** The Employer shall grant leave of absence without pay, but without loss of seniority, for pregnancy and parental leave in accordance with the applicable provisions of the *Labour Standards Code*. The Employer cannot deny employment to any employee during pregnancy. The Employer may require medical verification of the employee's condition prior to such leave of absence and also may require further medical verification at the conclusion of the period of the leave of absence that the employee is physically able to resume normal duties upon return. Maternity leave may be extended for a period of one (1) year upon the recommendation of a Medical Practitioner. Any employee going on maternity leave shall notify the Employer four (4) months before going on leave of absence and two weeks before returning. Upon return to work, the employee shall be placed in the former position if available.

**24.07** The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment the employee receives for jury services or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the appropriate rate of pay.

**24.08** \*Domestic Violence

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

**24.09** An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade employment qualifications.

**24.10** An employee may request a leave of absence without pay and without loss of seniority. Such requests shall be in writing and approval shall not be unreasonably denied by the Employer.

**24.11** Employees shall be granted four (4) hours leave of absence without loss of wages to attend a funeral as a pallbearer. Leave shall be limited to two (2) employees on any one shift.

**24.12** Employees shall be allowed leave of absence without pay and without loss of seniority for the following reasons:

<u>REASON</u>	<u>LEAVE OF ABSENCE</u>
Employee's own Wedding	Day of the wedding
Marriage of employee's child, Brother or sister	Day of the wedding
Birth of spouse's child, or arrival of adopted child	Two days
Serious fire or flood in employee's home	Up to three days
Moving employee's household	Maximum of one day per year.

**24.13 Compassionate Care Leave**

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

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

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

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

- (b) The employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:
- the recipient of the care or support dies, or
  - the expiration of the twenty-six (26) week period.

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

- (c) The Employer shall grant to the employee the option of maintaining membership in the benefit plans in which the employee participated before the beginning of the leave (subject to the eligibility requirements of the Plan(s)) and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.
- (d) Where the employee opts in writing to maintain membership in the benefits plans the employee shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

#### **24.14 Leave for Storm Conditions**

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

1. take the absent time as unpaid;
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 absent time as scheduling allows.

## **ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES**

**25.01** The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an accurate itemized statement of wages, overtime and other supplementary pay and deductions. Pay day shall be every 2<sup>nd</sup> Thursday. Payment shall be made by direct deposit. Any verified error in an employee's pay will be paid on the next pay unless the employee requests it earlier, in which case it shall be paid within three (3) business days of the date the employee raises the issue. Any net amount less than one hundred dollars (\$100) will be paid on the following pay-day.

**25.02** Employees shall receive equal pay for equal worth, regardless of sex.

**25.03** The Employer shall provide each employee with counsel for their defense, as well as any Court costs, for any action initiated as a result of the employee's legitimate performance of their duties while acting within the scope of such authorized duties. The employee shall have the right to retain additional counsel of their own choice at their own expense.

## **ARTICLE 26 JOB CLASSIFICATION AND RECLASSIFICATION**

**26.01** The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within 30 days.

**26.02** Existing classifications shall not be eliminated without prior agreement with the Union.

**26.03 (a)** When duties or volume of work in any classification are substantially changed or increased during the life of this contract or when a position not covered in Appendix "A" is established during the terms of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**(b)** Where the Union feels the employee is incorrectly classified, the Union shall notify the Employer of the reason and the parties shall attempt to resolve the issue. If the parties are unable to resolve the issue, the matter may be submitted as a grievance. Any adjustment to the rate shall be retroactive to the time the employee was incorrectly classified.

**26.04** When an employee is temporarily assigned to perform work in a bargaining unit classification paying a lower rate than their own, they shall be paid their own classification rate. If an employee is assigned to perform work in a bargaining unit classification paying a higher rate, they shall receive the rate that goes with the classification for all hours worked in that classification provided they performs the core duties and responsibilities of the higher classification.

## **ARTICLE 27      EMPLOYEES BENEFITS**

- \*27.01** (a) \* The Employer agrees to continue to provide a group insurance plan (which includes a health benefit plan, AD&D, life insurance, dental coverage, and LTD). The plan may be reviewed annually by the Labour Management Committee.
- (b) The Employer shall pay sixty-five percent (65%) of the premiums of the health benefit plan and the employee shall pay thirty-five percent (35%) of the premium. The premium for AD&D and life insurance is paid 100% by the employee. The premium for dental coverage and LTD benefit shall be cost shared fifty-fifty (50% - 50%) between the Employer and the employee.
- (c) This plan is compulsory for all eligible employees. Employees with spouses covered by medical and/or dental plans may opt out of the medical and/or dental portion of the group insurance program. Any employee no longer covered by a spouse's plan will be required to notify the Employer as soon as reasonably possible, at which time the employee will be required to join the plan.
- \*(d) The Employer shall continue to pay its share of the benefit plan cost for employees on approved Pregnancy or Parental leave for a period of up to twelve (12) months. Employees who opt to take more than twelve (12) months combined Pregnancy or Parental leave may continue their benefits for a further six (6) months by paying both the employer and employee share of the cost, and provided such participation is allowed by the terms of the benefit plan.
- (e) Employees not in receipt of pay from the Employer or Workers' Compensation and who are on an approved leave of absence may continue to participate in the Benefit plans, provided the employee pays both the Employer and employee share of the cost and provided such participation is allowed by the terms of the benefit plan.
- 27.02** An employee with ten years or more of service, who decides to retire at age 60, or is retired because of mental or physical incapacity, shall receive one month's

salary at the current rate as severance pay. In the event of the death of an employee who has reached age 60 and has been employed for ten years or more the severance pay shall be paid to the beneficiary or the employee's estate.

Notwithstanding Article 27.02, the *Public Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.

Employees will have the option to obtain an early payout of their Retirement Allowance who had accrued ten (10) years of service as of March 31, 2015, or receive payout on death or retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015. If Employees receive an early payout, the salary used to calculate the amount of the Retirement Allowance shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the Employee is receiving at retirement or death. Employees who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

### **27.03 NSAHO Pension Plan**

All members of the bargaining unit represented by the Canadian Union of Public Employees shall be members of the Nova Scotia Health Employees Pension Plans (NSHEPP), subject to the eligibility provisions of the Plan.

## **ARTICLE 28 SAFETY AND HEALTH**

**28.01** The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

**28.02** A Safety and Health Committee shall be established and composed of two representatives appointed by the Employer, and two representatives appointed by the Union.

**28.03** The Safety and Health Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.

**28.04** Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

**28.05** The parties are committed to following the *Occupational Health & Safety Act* as amended from time to time.

**28.06** The Safety and Health Committee shall be notified of each accident or injury and shall investigate and report to the Union as soon as possible on the nature and cause of the accident or injury.

**28.07** Serious consideration shall be given to Union members of the Health and Safety Committee to be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by Government agencies or the Union for instruction and upgrading of Health and Safety matters.

**28.08** The Employer will reimburse employees for taking a recognized first aid course upon being presented with a certificate of completion and appropriate receipts. The Employer will assume all reasonable costs, if any, of this course.

**\*28.09 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 29 JOB SECURITY**

**29.01** In order to provide job security for the members of the bargaining unit, the Employer agrees that no employee shall suffer a loss of employment or a reduction of their regular hours of work as a result of the employee's services being subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

**ARTICLE 30 GENERAL CONDITIONS**

**30.01** The Employer shall provide an area for employees to keep foot / outer wear and a staff room for employees to have their meals. The cost of the meal is borne by the employee.

**30.02** The Employer shall provide a bulletin board in the staff rooms upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

**30.03** Employees required to use their own cars for other Home business subject to prior approval by the Employer shall be paid pursuant to provincial guidelines. This amount shall be updated should the Provincial allowances be changed.

- 30.04** Whenever the singular masculine or feminine is used in this agreement it shall be considered as if the plural, feminine or masculine has been used where the context so requires.
- 30.05** Any information contained in the personnel file of a member of the bargaining unit will be open for inspection upon the employee's request. Personnel files shall be kept confidential and access shall be limited to those who have an operational need. Medical information regarding employees shall be kept separate from the personnel file and access shall be limited to the Administrator and Director of Care. Such details as are necessary to properly manage absences and administer benefits, such as the duration or expected duration of the absence, the fitness of the employee to return to work, any limitations associated with the fitness of the employee to return to work, and whether the illness or injury is bona fide may be shared with the employee's manager.
- 30.06** The Employer shall endeavour to forward to the Union copies of all motions, resolutions and by-laws or rules and regulations, adopted by the Board of Directors or Bay Side Home Corporation, which directly affect members of this Union.
- 30.07** Meal Allowance - The Employer shall pay approved meal allowances in accordance with the established approved rate. This amount shall be updated should the Provincial allowance be changed.
- 30.08** Damaged Items - Employee clothing, glasses, or hearing aids damaged by residents in the normal course of work shall be repaired or replaced at the expense of the Employer. The Employer will reimburse the Employee for the actual replacement or repair cost of the damaged property. Such damage must be reported at the time of the incident with full details provided in the incident report. This provision shall only apply to personal property which the employee would reasonably have in their possession during the performance of their duty.
- 30.09** 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.

**ARTICLE 31           PRESENT CONDITIONS AND BENEFITS**

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

**31.02** All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted invalidates part of this Agreement the whole shall not be invalidated. Existing rights, privileges and obligations of the parties shall continue and either party, upon notice to the other, may reopen the pertinent parts of the agreement for negotiation.

**31.03 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the Employer will try as far as legislation will allow, to ensure that:

- (1) Employees shall be credited with all seniority rights with the new Employer;
- (2) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- (3) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employer;
- (4) No employee shall suffer a loss of employment as a result of merger. This does not preclude the employee from exercising rights under lay-off provisions;
- (5) Preference in location of employment in the merged Municipality shall be on the basis of seniority.

**ARTICLE 32           WORKERS' COMPENSATION**

**32.01** An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the regular rate of pay, without reduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive

pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

- 32.02** Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Employer.
- 32.03** When an employee is being compensated under the Worker's Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Worker's Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first (2) two days of an injury or an accident for which an employee receives Worker's 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 Worker's 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 Worker's Compensation Benefits.
- 32.04** The Employer and the employee shall continue to cost share the premiums of the group medical plan and pension plan while an employee is in receipt of Workers' Compensation benefits. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

This amendment shall take effect on date of ratification.

- 32.05** An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 32.06** 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.
- 32.07** An employee shall not accrue any other benefits while on Workers' Compensation.

**32.08** 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 33 TERM OF AGREEMENT**

**33.01** \* 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.

The term "negotiation" as used in the body of the collective agreement shall not be construed to re-open the collective agreement.

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

**33.03** Wages for all employees shall be retroactive to November 1, 2020 or the date of hire, if later. Former employees (prior to the signing of this Agreement) shall be entitled to retroactivity upon giving the Employer notice within sixty (60) days of the signing of this Agreement. The Employer shall process retroactive payments in as expeditious a manner as possible. Retroactive wages shall be made by separate deposit and shall be accompanied by a written statement detailing the employee's retroactive calculation.

**ARTICLE 34 BENEFIT AND BINDING**

**34.01** This agreement and everything herein contained shall enure to the benefits of and be binding upon the parties hereto, their successors, and assigns respectively.

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

SIGNED at Barrington, Nova Scotia, this 16 day of August, A.D., 2023

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

*P. Stratfield*  
.....

*T. Smith*  
.....

*W. Atwood*  
.....

*Nelissa Smith*  
.....

*R. Atkinson*  
.....

*Erica Cox*  
.....

WITNESS

WITNESS

**SCHEDULE "A"**  
**Annual Wage Rates**

October 1, 2020 – October 1, 2023

**NOTE: All hourly rates are based on 2080 hours.**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 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 Services Worker	Probationary Rate	\$14.4144	\$31,142	\$16.66	\$37,611	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4751	\$38,429
Housekeeper	Regular Rate	\$16.697	\$34,722	\$16.9437	\$35,24	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Laundry Aide													

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
				Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
PCW (without certification)	Start	\$17.2220	\$35,821	\$17.4801	\$36,359	\$17.7423	\$36,904
	After 1 year	\$17.5696	\$36,544	\$17.8330	\$37,093	\$18.1005	\$37,649
	After 2 years	\$17.9160	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2561	\$37,972	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.5968	\$38,682	\$18.8763	\$39,263	\$19.1594	\$39,852

\*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed April 11, 2022 and appears in this wage appendix for retroactivity purposes, only.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Personal Care Worker/CCA (without certification)	Start	\$17,5621	\$36,529	\$17,8255	\$37,077	\$18,0928	\$37,633	\$18,6356	\$38,762	\$18,7288	\$38,956
	After 1 year	\$17,9157	\$37,265	\$18,1844	\$37,824	\$18,4572	\$38,391	\$19,0109	\$39,543	\$19,1059	\$39,740
	After 2 years	\$18,2687	\$37,999	\$18,5428	\$38,569	\$18,8209	\$39,147	\$19,3855	\$40,322	\$19,4824	\$40,523
	After 3 years	\$18,6097	\$38,708	\$18,8887	\$39,288	\$19,1720	\$39,878	\$19,7472	\$41,074	\$19,8459	\$41,280
	After 4 years	\$18,9631	\$39,443	\$19,2476	\$40,035	\$19,5364	\$40,636	\$20,1224	\$41,855	\$20,2231	\$42,064

**\*\* Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker/CCA without certification" as per the MOA re: CCAs, signed April 11, 2022.**

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
CCA (certified)	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	\$19,5364	\$40,636	\$23,2784	\$48,419	\$23,9767	\$49,872	\$24,0966	\$50,121

**Note: It is agreed and understood that any employee, regardless of their job classification, who is qualified as a PCW/CCA (either with or without certification) may from time to time be required to perform PCW/CCA duties when operationally necessary.**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% 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
Recreation Assistant	Probationary Rate	\$18.1246	\$37,699	\$18.3963	\$38,264	\$18.6723	\$38,838	\$19.2325	\$40,004	\$19.3286	\$40,204
	Regular Rate	\$18.4324	\$38,340	\$18.7090	\$38,915	\$18.9896	\$39,498	\$19.5593	\$40,683	\$19.6571	\$40,887
	After 1 year	\$18.8055	\$39,124	\$19.0915	\$39,710	\$19.3779	\$40,306	\$19.9592	\$41,515	\$20.0590	\$41,723
	After 2 years	\$19.1917	\$39,921	\$19.4808	\$40,520	\$19.7730	\$41,128	\$20.3662	\$42,362	\$20.4680	\$42,574
	After 3 year	\$19.5842	\$40,735	\$19.8780	\$41,346	\$20.1761	\$41,966	\$20.7814	\$43,225	\$20.8853	\$43,441
	After 4 years	\$19.9837	\$41,566	\$20.2836	\$42,190	\$20.5878	\$42,823	\$21.2055	\$44,107	\$21.3115	\$44,328
Physiotherapy Aide (without training)	Probationary Rate	\$18.2866	\$38,033	\$18.5591	\$38,603	\$18.8375	\$39,182	\$19.4027	\$40,358	\$19.4997	\$40,559
	Regular Rate	\$18.5912	\$38,679	\$18.8746	\$39,259	\$19.1577	\$39,848	\$19.7325	\$41,044	\$19.8311	\$41,249
	After 1 year	\$18.9758	\$39,470	\$19.2605	\$40,062	\$19.5494	\$40,663	\$20.1359	\$41,883	\$20.2366	\$42,092
	After 2 years	\$19.3626	\$40,274	\$19.6532	\$40,879	\$19.9480	\$41,492	\$20.5464	\$42,737	\$20.6491	\$42,950
	After 3 years	\$19.7574	\$41,095	\$20.0537	\$41,712	\$20.3545	\$42,337	\$20.9652	\$43,608	\$21.0700	\$43,826
	After 4 years	\$20.1604	\$41,933	\$20.4627	\$42,562	\$20.7697	\$43,201	\$21.3928	\$44,497	\$21.4997	\$44,719
Maintenance I	Probationary Rate	\$20.6971	\$43,050	\$21.0075	\$43,696	\$21.3226	\$44,351	\$21.9623	\$45,682	\$22.0721	\$45,910
	Regular Rate	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
Journeyman Cook	Probationary Rate	\$22.6417	\$47,095	\$22.9814	\$47,801	\$23.3261	\$48,518	\$24.0259	\$49,974	\$24.1460	\$50,224
	Regular Rate	\$23.0267	\$47,895	\$23.3721	\$48,614	\$23.7226	\$49,343	\$24.4343	\$50,823	\$24.5565	\$51,078

\*It is agreed and understood that all persons filling these positions may from time to time be required to perform PCW's/CCA's or Long Term Care Assistant duties.

**\*NOTE:** All hourly rates are based on 2080 hours.  
All increases/adjustments are based on the annual rate of pay.

**LETTER OF AGREEMENT #1**

**Interpretation of Article 3.02 of Collective Agreement**

It is hereby agreed by the Parties to the Collective Agreement signed on September 11, A.D., 2006, that Supervisor is deemed to be "...mutually agreed upon" and therefore the prohibition does not apply.

SIGNED at Barrington, Nova Scotia, this 16 day of August, A.D., 2023.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

*Ad. Hatfield*

*J. Smith*

*W. Wood*

*Melissa Smith*

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

**LETTER OF AGREEMENT #2**

**Work Loads**

The Employer will consider extra staff as required due to unusually heavy work loads.

This letter dated at Barrington, N.S., this 16 day of August, 2023.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

*P. Hatfield*.....

*T. Smith*.....

*W. Wood*.....

*Melissa Smith*.....

*[Signature]*.....

WITNESS

*Erica Cox*.....

WITNESS

**LETTER OF AGREEMENT #3**

**Attendance Incentive**

Employees who have not claimed sick leave for the twelve (12) month period prior to December 15th of each year shall receive two (2) days pay (8 or 12 hours depending upon normal shift schedule) in recognition for attendance at work. Such payment shall be included with the last pay prior to Christmas. Such attendance incentive shall not apply to casual employees and be pro-rated for Part-time employees.

This letter dated at Barrington, N.S., this 16 day of August, 2023.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

*P. Stetfield*

*T. Smith*

*L. Wood*

*M. Smith*

*[Signature]*

WITNESS

*E. Cox*

WITNESS

**LETTER OF AGREEMENT #4**

**BETWEEN: BAY SIDE HOME CORPORATION**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2007**

**RE: Recreation Meal Allowance**

The Parties agree that recreation staff often engage in outings over traditional meal times with residents. Subject to any carry over as described herein, the employer agrees to pay to a recreation staff member up to two meal allowances per month, subject to a receipt being submitted, in order to defray the costs associated with this activity. If not claimed in a month this meal allowance entitlement may be carried over to the next month, however, no more than eighteen (18) will be paid in a year.

SIGNED this 16 day of August, 2023 at Barrington, Nova Scotia.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

Pd Matfield

TJ Smith

W. Howard

Melissa Smith

[Signature]

Witness

Erica Cox

Witness

**LETTER OF AGREEMENT #5**

**Employees Hired Prior to October 1999**

The practices for work assignments/wage level for employees hired prior to October 4, 1999 will remain as past practice.

SIGNED this 16 day of August, 2023, at Barrington, Nova Scotia.

Bay Side Home Corporation

Canadian Union of Public  
Employees, Local 2007

Od Hatfield

TJ Smith

Waltwood

Melissa Smith

Waltwood  
Witness

Eneca Lee  
Witness

**MEMORANDUM OF AGREEMENT #1**

**Work Schedule**

- 1) The Employer shall update the work schedule at least once per week, showing the additional shifts which have been assigned after the original schedule was posted.
- 2) The Parties agree to meet and discuss any difficulties which may arise related to the updating of the work schedule and may make such amendments to the process of posting as are mutually agreed.

SIGNED at Barrington, Nova Scotia, this 16 day of August, A.D., 2023.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

*P. Stetfield*

*J. Smith*

*W. Wood*

*Melissa Smith*

*Mathison*  
WITNESS

*Enea Core*  
WITNESS

**MEMORANDUM OF AGREEMENT #2**

**Benefit Comparison**

At least every three (3) years commencing in 2020, the Employer shall have a benefits comparison done of its present plan including at least the NSAHO extended health plan in the comparison. The comparison shall be shared with the Labour Management Committee.

If, following the comparison, the Employer is willing to move to the NSAHO plan, CUPE will canvass its bargaining unit members as to whether they want the NSAHO plan. If both parties agree, the Employer will move to the NSAHO plan.

SIGNED at Barrington, Nova Scotia, this 16 day of August, A.D., 2023.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

*P. Donatfield*.....

*T. Smith*.....

*W. Whitwood*.....

*Melissa Smith*.....

*W. Macinnis*.....

*Erica Cox*.....

WITNESS

WITNESS

## MEMORANDUM OF AGREEMENT #3

### **Job Posting**

To expedite the process of filling vacancies in appropriate circumstances, the Parties have agreed to the following process for posting and filling vacancies. The terms of this MOA are intended to supplement the existing provisions of the collective agreement.

- 1) Where the Employer determines it is expeditious to utilize this process for filling potential job vacancies of the same classification that arise from the filling of a vacancy from within the bargaining unit, the Employer shall include the following notice on the job posting for the initial vacancy:

"Any employee wishing to be considered for any vacancy of the same classification resulting from the filling of this posting must apply by the closing date of this posting."

- 2) After the closing date the Employer shall make a list of all of the qualified internal applicants, in descending order of seniority, and shall offer the posted position to the most senior qualified applicant, descending the seniority list until the job is filled in the usual manner.
- 3) A vacancy of the same classification as the original vacancy which results from the filling of the original vacancy shall be offered to the most senior qualified of the remaining applicants, descending the seniority list until the job is filled in the usual manner.
- 4) The process in paragraph 3 above shall be repeated until all resulting vacancies of the same classification have been filled, or until there are no more qualified internal applicants.
- 5) Bargaining unit members in a different classification may apply and be considered as indicated above. However, notwithstanding paragraph 4 above, any vacancy resulting from such employees accepting a position must be posted separately, as it will be for a different classification than that originally posted through this process.

SIGNED at Barrington, Nova Scotia, this 16 day of August, A.D., 2023.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2007

*Paul Hatfield*

*T. Smith*

*W. Otwood*

*Melissa Smith*

*Matthews*

*Erica Cox*

WITNESS

WITNESS

## **MEMORANDUM OF AGREEMENT #4**

### **BAY SIDE HOME CORPORATION**

#### **Expression of Interest Process**

**October 10, 2017**

The following is the process the Employer will use to allow more flexibility and efficiency during the job posting process. This process is meant to compliment the collective agreement process.

The Employer retains and reserves its present rights to manage and direct its workforce, including the right to schedule, locate and direct staff. This process is to allow staff who wish to change shift rotation to express interest in a permanent vacancy in the same classification and minimum hours but which presently has a different rotation.

1. Where the Employer determines there is a vacancy for a permanent position, the Employer will, for a reasonable time before or concurrent with posting of the vacancy, seek expressions of interest ("EOI") from bargaining unit members of the same classification and FTE as the vacancy, to determine interest in working the vacant rotation and/or work area, if applicable.
2. Where the Employer receives expressions of interest as described in paragraph 1 the Employer will schedule the most senior employee who submitted an EOI to the rotation (and/or work area, if applicable) described in the EOI.
3. The successful applicant for the vacancy will be scheduled to work the rotation (and/or work area, if applicable), the Employer deems appropriate.
4. Where the Employer does not receive expressions of interest as described in paragraph 1 the Employer will fill the vacancy in the usual manner and schedule the successful candidate to work as the Employer deems appropriate.
5. This process shall not give rise to an estoppel, nor limit or restrict the Employer's rights to direct the workforce, including the movement of staff or changes to the schedules and/or work areas of employees, including those involved in the EOI process.
6. This process does not give any employee a right to work in a particular rotation (and/or work area, if applicable).

SIGNED at Barrington, Nova Scotia, this 16 day of August, A.D., 2023.

BAY SIDE HOME CORPORATION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2007

.....Pd. Hatfield.....

.....J. Smith.....

.....L. Oldwood Rev.....

.....Melissa Smith.....

.....K. Atkinson.....

WITNESS

.....Erica Coe.....

WITNESS

**\*MEMORANDUM OF AGREEMENT #5**

**Recognition of Previous Experience**

**WHEREAS** the Employer had experienced challenges recruiting existing CCAs (PCW with Course);

**THEREFORE** the parties agree to the following arrangements to recognize previous CCA experience for the purpose of initial placement on the increment scale as follows:

When a CCA (PCW with course) has produced proof or evidence of their previous satisfactory recent experience as a CCA, placement on the salary scale in Appendix "A" shall be in accordance with the following provisions. Recognition of previous experience will only be deemed as satisfactory and recent where the CCA has not been away from working in the role of CCA for more than (5) years.

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

Any newly hired CCA will be assessed in accordance with the above at the time of initial hire and has 60 days from the date of hire to provide proof/evidence of their previous experience.

**AND WHEREAS** the Employer also wishes to also recognize previous experience for existing CCAs (PCW with Course);

**THEREFORE** the parties agree to the following arrangements to recognize previous CCA experience for the purpose of adjusting placement on the increment scale as follows:

Any current CCA who is not at the top of scale for their classification will have 60 days from the signing of this MOA to provide proof or evidence of previous CCA experience to have their rate adjusted to recognize previous experience. This adjustment will occur effective November 1, 2021.

Dated at Barrington, Nova Scotia, this 16 day of August, 2023.

P. Watfield  
For the Employer

J. Smith  
For the Union

## **\*MEMORANDUM OF AGREEMENT #6**

### **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.