

**COLLECTIVE AGREEMENT**

**Between:**

**SHANNEX INCORPORATED, carrying on business  
as Celtic Court, Sydney, Nova Scotia**

Employer

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 4965**

Union

**Term: November 1, 2020 – October 31, 2023**

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## **ARTICLE 1 – PREAMBLE**

1.01 The purpose of this agreement is to:

- (a) Outline the terms and conditions of employment;
- (b) Promote and maintain harmonious relationships between the Employer and all Employees;
- (c) Provide an amicable method of preventing and settling differences which may arise from time to time; and
- (d) Provide for the carrying on of the Employer's business which will further, to the fullest extent possible, efficiency and economy of operation while promoting the safety and welfare of Employees.

AND WHEREAS it is now desirable that methods of bargaining in all matters pertaining to the working conditions of the employees be drawn up in an agreement:

NOW THEREFORE, the parties agree as follows:

## **ARTICLE 2 - DEFINITIONS AND GENERAL**

2.01 The following definitions shall apply to the terms of this Agreement:

- (a) "Casual Employee" means a person who works "on-call" or on an "as-needed basis" but is not regularly scheduled;
- (b) "Employee" means a Full-Time Employee or a Regular Part-Time or Casual Employee at Celtic Court;
- (c) "Employer" or "Celtic" means Shannex Incorporated, carrying on business as Celtic Court, Sydney, Nova Scotia;
- (d) A "Full- Time Employee" is one who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a biweekly pay period;
- (e) "Hours Worked" includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence, but excludes overtime hours and any time on Workers' Compensation;

- (f) "Regular Part-Time Employee" means an Employee who is employed on a regular basis but who is regularly scheduled to work less than the regularly scheduled hours of a Full-Time Employee;
- (g) "Spouse" means a person:
  - (i) to whom an Employee is married; or
  - (ii) with whom the Employee is living in a common-law relationship of at least one year in duration

and includes a person of the same or opposite sex. A common-law relationship requires common co-habitation and representation in the community of a marital relationship. The term "spouse" also includes the term "partner" if the relationship meets the requirements of this sub-article;

- (h) "Temporary Position" is a Full-Time or Regular Part-Time position for a designated period in excess of ten (10) weeks. A Temporary Position may be terminated at any time. Full-Time and Regular Part-Time Employees who accept a Temporary Position will maintain their entitlement for Group Health Benefits and pension entitlement, but scheduling, sick leave accrual, statutory holidays and vacation benefits will be based on the Temporary Position;
- (i) "Working Day" means Monday to Friday (inclusive) but excluding the general holidays referred to in Article 19.
- (j) "Union" means the Canadian Union of Public Employees, Local 4965.

2.02 Throughout this document, the feminine includes the masculine, the plural includes the singular, and vice-versa, as the context require.

### **ARTICLE 3 – RECOGNITION**

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Employees working at Celtic Court, Sydney, Nova Scotia but excluding Registered Nurses and Licensed Practical Nurses represented by the Nova Scotia Nurses' Union, Managers, Supervisors, Maintenance Co-ordinator and Clinicians employed by the Employer under a Regional Reporting Structure and those persons excluded by Section 2(2)(a) of the Trade Union Act.

3.02 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

- 3.03 No individual Employee or a group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

#### **ARTICLE 4 - DUES, DEDUCTIONS AND UNION SECURITY**

- 4.01 All Employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing by the Union upon date of hire. The Employer shall deduct from every Employee any dues, initiation fees or assessments levied by the Union on its members.
- 4.02 The Union must advise the Employer in writing of the amount of regular monthly dues.
- 4.03 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Ottawa, Ontario K1G 0Z7, not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses, and classifications of employees from whose wages the deductions have been made.
- 4.04 The Union will save the Employer harmless from any claims that may arise from any deductions from wages in respect of deductions or monthly assessments or any action taken at the request of the Union.
- 4.05 At the same time the Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of Union dues paid by each Union member in the previous year.
- 4.06 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.
- 4.07 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Deductions.
- 4.08 A representative of the Union shall be given an opportunity to speak to new Employees during the orientation of new staff to the facility for the purposes of acquainting them with the benefits and duties of Union membership. The time for this presentation will be a maximum of one-half (½) hour and there shall be no loss of regular pay.

## **ARTICLE 5 - CORRESPONDENCE AND UNION REPRESENTATION**

- 5.01 All correspondence between the parties, arising out of this Collective Agreement shall pass to and from the Site Manager or designate and the Secretary of the Union. A copy of any correspondence between the Employer and any Employee in the bargaining unit pertaining to discipline shall be forwarded to the Secretary of the Union. A representative of the Union shall be given an opportunity to speak to new Employees for the purposes of acquainting them with the benefits and duties of Union membership.
- 5.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with negotiating with the Employer. Such Representative(s) shall, with permission, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Permission will not be unduly withheld. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the employer, without the consent of the Employer.
- 5.03 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars, workshops, and conferences.

## **ARTICLE 6 - LABOUR MANAGEMENT BARGAINING RELATIONS**

- 6.01 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 members on the Committee.
- 6.02 The Employer shall make available to the Union, on request, the following bargaining unit information required for collective bargaining purposes: Canadian Union of Public Employee wage rates, job descriptions and benefit plans.
- 6.03 Any representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the right to attend negotiation meetings for up to at least three (3) days held within working hours without loss of remuneration unless it is mutually agreed to extend the days.
- 6.04 The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) the name of each Employee; and
- (b) the mailing address and telephone number (if available) of each employee; and
- (c) the personal email address of each employee (if available); and
- (d) the employee's employment status (such as full-time, part-time, temporary, casual)

To ensure accurate information, all employees shall annually and no later than March 31<sup>st</sup> 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 - MANAGEMENT RIGHTS**

7.01 It shall be the exclusive right of the Employer, subject to the provisions of this Agreement, to manage the business and operation in all respects including, but not restricted to:

- (a) Operate and manage the business and operations of the Employer and all Employees and establish standards and procedures for the service, care, safety, welfare and comfort of clients of the Employer;
- (b) Maintain order and efficiency and to make or alter rules and regulations to be observed by Employees; and
- (c) Select, hire, direct, transfer, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge for just and proper cause or otherwise discipline Employees.

7.02 All Employees are expected to follow Operating Procedures which are established by the Employer from time to time and which will be available in the workplace. These Operating Procedures are developed to ensure that the Employer is in the best position to provide the highest service and care possible to residents and to meet the requirements of the law.

7.03 The Employer reserves the right, subject to the provisions of this Agreement, to change any provision of its Operating Procedures and will provide notice to all Employees of both the timing and the content of any changes.

## **ARTICLE 8- DISCRIMINATION/HARASSMENT**

- 8.01 The Employer and all Employees agree that there shall be no discrimination, interference, restriction or coercion expressed or practiced with respect to any Employee by reason of age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity or an Employee's association with another individual or class of individual having characteristics referred to above or any other prohibition or protective characteristic of the Human Rights Act of Nova Scotia.
- 8.02 The Employer strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind and may discipline any Employee considered to be involved in committing such conduct.
- 8.03 "Harassment" is defined in the Workplace Harassment Policy of the Employer. The Workplace Harassment Policy of the Employer outlines the method for an Employee to access help if an Employee feels that they are being harassed. All Employees are encouraged to read and review the Workplace Harassment Policy.

## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

- 9.01 (a) A Labour Management Committee ("Committee") will be established consisting of two (2) employees appointed by the Union, two (2) representatives of the Employer. An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

If requested by the Union, the National Representative may attend the meeting of the Committee provided that such attendance does not cause undue delay in scheduling the meeting.

- (b) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of four (4) meetings per year unless the parties request additional meetings up to six (6) per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.

- (c) Employee representatives shall not incur any loss of pay for time spent at meetings of the Committee.
- (d) The Committee shall concern itself with matters of the following general nature:
  - (i) identification and resolution of common problems;
  - (ii) the facilitation of communications between Employees and the Employer; and
  - (iii) development of viable solutions to identified problems and the recommending of proposed solutions to problems.
- (e) The Committee shall not have any jurisdiction over salary or any term or condition of employment. The Committee may make recommendations to the Employer and the Union with respect to its discussions and conclusions but cannot bind either party to any decision or conclusion reached.
- (f) Minutes shall be prepared and signed prior to posting by representatives of each of the parties who attended a meeting of the Committee as promptly as possible after the meeting.

## **ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE**

10.01 A grievance under this Agreement shall be defined as any difference or dispute arising out of the interpretation, application or administration of this Collective Agreement.

10.02 The Employer will recognize a Grievance Committee of the Union who shall have the responsibility to deal with complaints and grievances.

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

10.04 **Policy Grievance** – It is agreed that in the case of any general allegation by the Union that the Employer has violated this Agreement in a manner that affects broad principles, rather than specific individuals, the Union may present the grievance, in writing, directly to the General Manager (or designate).

Subsequent action will be governed by Steps 3 and 4 of the normal grievance procedure.

10.05 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. Grievances or complaints arising under this Agreement shall be adjusted or settled as follows:

**Step One:** Within ten (10) working days from the time the circumstances upon which the grievance is based where known, or should reasonably be known, the Employee, together with a Union Representative shall first discuss the Employee's grievance with the Employee's immediate Supervisor (or designate). The Supervisor shall give a decision within five (5) working days.

**Step Two:** Should the decision of the Supervisor (or designate) not be acceptable to the Employee, the grievance shall be referred in writing to the Site Manager (or designate) within ten (10) working days from the receipt of the decision of the immediate Supervisor (or designate) at Step One. The Site Manager (or designate) shall convene a meeting with the Employee and the Union Representative within five (5) working days following receipt of the grievance. The Site Manager (or designate) shall render a decision in writing within five (5) working days from the date of the meeting.

**Step Three:** If the decision of the Site Manager (or designate) at Step Three is not acceptable, the Union may refer the grievance to arbitration by notice in writing within twenty (20) working days from the date of the receipt of the decision at Step Three.

Time limits in this Article may be extended by mutual agreement in writing between the parties.

10.06 In the event that a grievance is submitted to arbitration, the grievance shall be heard by a single arbitrator. The Union and the Employer shall attempt to agree on the appointment of the arbitrator and if they are unable to agree within twenty (20) working days, either party may request that the Minister of Labour appoint the arbitrator.

10.07 The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall pay its own costs and the fees and expenses of its witnesses.

10.08 The decision of the Arbitrator will be final and binding upon the parties and Employees affected by the decision. The Arbitrator shall not have jurisdiction or the authority to add, delete or modify any provisions of this Agreement. Where the Arbitrator determines that an Employee has been disciplined or discharged

by the Employer for just cause, the Arbitrator has power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

#### **10.09 Grievance Mediation**

The Parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a Mediation Officer from the Nova Scotia Department of Labour and Advanced Education.

Any discussions by the parties, or recommendations of the Mediator shall be made without the prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding on either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through Mediation.

### **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

11.01 No Employee shall be disciplined or discharged without just cause.

11.02 Employees shall be notified in writing of the reasons for discipline/discharge within 5 working days.

11.03 A Union Representative shall be present when an Employee is being disciplined.

11.04 Notwithstanding Article 11.01, Casual Employees may be terminated for unreasonable lack of availability.

### **ARTICLE 12 - PROBATIONARY PERIOD**

(a) The first six hundred forty (640) hours of employment as an Employee holding a Full-Time or Regular Part-Time position, excluding orientation hours, shall be considered as the Probationary Period. The first six hundred and forty (640) hours of employment as an Employee holding a Casual position, excluding orientation hours, shall be considered as the Probationary Period.

(b) In the event that a Casual Employee has completed six hundred forty (640) hours and takes a Full-time or Regular Part-time position, the Employee will be deemed to have completed the Probationary Period.

- (c) A Probationary Employee shall have the right to grieve. If a Probationary Employee is disciplined or dismissed at any time during the Probationary Period it shall be deemed to be for just cause and the Arbitrator shall not have the power to substitute any lesser discipline or penalty unless the Employer has acted unreasonably. A Probationary Employee shall be evaluated regularly during the Probationary Period.
- (d) The terms of this Agreement shall apply to Probationary Employees in accordance with their status as Full-time, Regular Part-time and Casual.

### **ARTICLE 13 - SENIORITY**

13.01 Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Collective Agreement. Seniority shall operate on a bargaining unit-wide basis.

13.02 Upon successful completion of the Probationary Period, an Employee shall have the Employee's seniority established as their most recent date of hire.

13.03 (a) A seniority list shall be prepared and posted in January of each year.

(b) Within the thirty (30) days following a posting of the seniority list, an Employee in disagreement with their seniority thereon must indicate her disagreement in writing to their Supervisor and the Employer will copy the Union with the seniority list. Within five (5) working days following, the Supervisor shall respond to the Employee in respect of the problem raised. Failing satisfactory response, or in the absence of a response, the Union may submit a grievance on the Employee's behalf at Step two (2) in accordance with the provisions of Article 10 - Grievance Procedure, starting from the date the Supervisor gave or should have given their response.

(c) In the event that more than one (1) Employee commences work on the same date, all such Employee shall have their seniority determined by a draw in the presence of all such Employees and a Union Representative. Results of such draw are to be acknowledged in writing and signed off by the affected Employees

13.04 Seniority shall cease and employment shall be deemed to be terminated for any of the following reasons:

(a) if an Employee is discharged for just cause and is not reinstated;

- (b) if an Employee voluntarily resigns and does not rescind within twenty-four (24) hours;
- (c) if an Employee is absent for more than three (3) consecutive scheduled working days without a reasonable excuse;
- (d) if an Employee fails to report to work at the expiration of a leave of absence or maternity leave unless the Employee has advised the Employer of their inability to return to work with a reasonable excuse;
- (e) if after receiving notice of recall from a layoff, the Employee has failed to notify the Employer as to whether or not the Employee will accept the recall within seven (7) calendar days;
- (f) if an Employee transfers out of Celtic Court for more than twelve (12) months;
- (g) if an Employee is laid off for twenty-four (24) consecutive months; or
- (h) if an Employee retires.

#### **ARTICLE 14 - LAYOFF AND RECALL**

14.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of a Full-Time Employee or a Regular Part-Time Employee.

14.02 In the event of a layoff, Employees shall be laid off in reverse order of seniority provided the remaining Employees have the immediate skill and ability to effectively perform the work that is available.

14.03 Employees on layoff shall be recalled in order of seniority when work becomes available provided they have the immediate skill and ability to effectively perform the work that is available.

14.04 Notwithstanding 14.01 and 14.02, Employees may not benefit from a layoff; e.g. a Regular Part-Time Employee may not displace a Full-Time Employee, however a Full-Time Employee may displace a Regular Part-Time Employee provided there are no Full-Time positions available as a result of the layoff.

14.05 It is the obligation of each Employee on layoff to keep the Employer advised at all times of the Employee's current address and phone number.

14.06 The Employer shall give notice of recall by phone or mail to the last known phone number or address of the Employee. An Employee is expected to return to work on the date requested by the Employer. The Employee may, if their personal circumstances require, extend their date for a return to work for a maximum of fourteen (14) calendar days.

14.07 **Notification and Notice of Lay-off**

- (a) The Union executive shall be notified of all lay-offs.
- (b) Twenty-one (21) calendar days written notice of lay-off shall be given to the Union and the Employees except lay-offs which result from emergencies which adversely affect the operation of the facility and which is beyond the control of the Employer at which time as much notice as possible will be given.

14.08 No new Employees shall be hired until all those laid-off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

**ARTICLE 15 - JOB POSTING**

15.01 When a Full-Time or Regular Part-Time position is created, or a Full-Time or a Regular Part-Time vacancy occurs within a job classification which the Employer intends to fill (including a Temporary Position expected to last more than 8 weeks) the Employer shall post notice on a designated bulletin board for a minimum of seven (7) calendar days.

15.02 Each posting shall contain at a minimum the following information: the nature of the position, the location, rotation, qualifications, required education and hours of work, anticipated duration will be included for temporary positions.

15.03 If an Employee is interested in applying, an application , in writing, must be submitted directly to the General Manager (or designate).

15.04 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in their ability, skills, qualifications and demonstrated work performance to perform the required duties of the position. Preference will be given to Full-time and Regular Part-time candidates prior to Casual employees. On request, an unsuccessful candidate (who has more seniority than the successful candidate) will be advised of the reason(s) why they were not successful.

15.05 No applications received from persons outside Celtic Court shall be considered until the applications of present Employees have been fully considered.

15.06 If an Employee is not successful in an application for a position, the Employer will, on request, meet with the Employee and explain the reason(s) why the Employee was not successful.

15.07 **Trial Period**

Should the successful candidate be an existing Employee, they shall be placed on a trial period for one hundred sixty (160) hours worked in their new position. If the Employer determines that they are unsatisfactory in their new position, or if the Employee feels that they are unable to perform their duties or the employee wishes to return to their former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of position shall be returned to their former position and salary. Employees may only request to leave a new position within one hundred sixty (160) hours worked if they have not requested to leave another position within the one hundred sixty (160) hours worked within the preceding eighteen (18) months .

15.08 Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on designated Bulletin Boards.

15.09 **Restrictions on Applications for Posted Positions**

- (a) A Full-time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded. However, if a permanent vacancy arises the Employee may apply.
- (b) A Regular Part-Time or Casual Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded or unless the temporary position is for a greater number of hours or for a longer period of time than the original temporary position. However, if a permanent vacancy arises the Employee may apply.

#### **15.10 Transfers out of the Bargaining Unit - Restrictions and Rights**

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

The Employee shall have the right to return to the bargaining unit within eighteen (18) months of the date that the Employee left the bargaining unit to take the vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon the Employee's return to the bargaining unit, the Employee's seniority which they previously held shall be re-instated to the level that existed at the time the Employee left the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties. Such extensions will not be unreasonably withheld. Failing to return to the bargaining unit within the time stipulated will result in the permanent deletion of seniority.

#### **15.11 Diversity**

The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with qualified designated person, the position will be reposted and filled in accordance with Article 15.

### **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

**16.01** The hours of work for a Full-Time Employee will average eighty (80) hours bi-weekly.

**16.02** (a) The work schedule for all Employees shall be posted in an appropriate place at least two (2) calendar weeks in advance. Notwithstanding; such

posting shall be made at least three (3) calendar weeks prior to Christmas Day, with a copy to the Union Secretary.

- (b) The Employer will endeavour to provide twenty-four (24) hours notice to an Employee when the Employee's hours of work as posted have to be changed. If the hours of work are changed without twenty-four (24) hours notice and without the agreement of the Employee, the Employee shall receive overtime compensation for all the hours worked which have been changed. This Article applies only to a change in the posted schedule and not call-ins.
- (c) The Employer recognizes that regular Full-Time Employees want and deserve as much regularity and predictability in their hours of work as possible. The Employer agrees that there will be no arbitrary or unreasonable changes in shifts.
- (d) Shift rotations will be part of the schedule.
- (e) When any major change is being considered by the Employer in the shift schedule, the Employer agrees that there will be prior consultation with the Employees affected and the Employer will take into consideration the preferences of a clear majority of the Employees' affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer.

16.03 The following breaks will occur during each shift of eight (8) hours or more, but less than twelve (12) hours:

- (a) A paid meal break of 30 minutes; and
- (b) Two (2) paid breaks of 15 minutes each.

16.04 Each twelve (12) hour shift shall be inclusive of three (3) thirty (30) minute paid breaks in an area made available by the Employer.

16.05 For Employees working shifts of four (4) hours, there will be a paid break of fifteen (15) minutes.

16.06 (a) Employees who are regularly scheduled to work a twelve (12) hour shift rotation shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a twelve (12) hour shift in any one day and in excess of eighty-four (84) hours in a bi-weekly period.

- (b) Full-Time Employees who are regularly scheduled to work an eight (8) hour shift rotation shall be paid an overtime of 1.5 times the Employee's regular rate for all hours worked in excess of an eight (8) hour shift and eighty (80) hours in a bi-weekly pay period.
- (c) Full-Time Employees who are regularly scheduled to work a mix of eight (8) and twelve (12) hour shifts shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a twelve (12) hour shift in any one day and in excess of eighty (80) hours in a bi-weekly pay period.
- (d) All other Employees will be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of twelve (12) hours on any day or eighty-four (84) hours worked in a bi-weekly paid period.

16.07 Hours worked for the purpose of overtime entitlement include paid sick time, paid leave time, paid vacation, or hours for which Workers' Compensation is paid.

16.08 Management must authorize overtime in advance. Overtime will not be claimed for less than 15 minutes of work at the end of a shift.

16.09 Nothing in this Article 16 shall be construed as a guarantee by the Employer to any Employee of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.

16.10 Employees may exchange shifts provided that:

- (a) twenty-four (24) hours notice is provided to the Employer and the Employer authorizes the shift exchange; and
- (b) there is no increased cost to the Employer;
- (c) the shift exchange is for the same number of hours; and
- (d) the shift exchange is in the current or following pay period.

16.11 **Weekends Off**

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

- (b) Full-Time Employees will be granted two (2) weekends off in four (4) weekends.
  - (c) Regular Part-Time Employees may be required to work four (4) weekends in every six (6) weekends.
- 16.12 (a) Employees who are regularly scheduled to work eight (8) hour shifts shall have at least sixteen (16) hours rest between regularly scheduled shifts, or unless otherwise mutually agreed.
- (b) Employees who are regularly scheduled to work twelve (12) hour shifts or a mix of eight (8) and twelve (12) hour shifts shall have at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed.
- 16.13 (a) Two weeks prior to the posting of the schedule, a Regular Part-Time Employee shall indicate to the Employer, in writing, the Employee's availability to work additional shifts. Regular Part-Time Employees shall have preference for additional shifts in accordance with seniority. For greater clarification, if the senior Regular Part-Time Employee does not indicate their availability to work additional shifts in accordance with this Article, any additional shifts shall be assigned to the next senior Regular Part-Time Employee. Once a Regular Part-Time Employee has indicated their availability to work and has been scheduled for a shift, they must be available and must work shifts, as assigned. Any remaining shifts then to be scheduled shall be offered to Casual Employees in accordance with seniority and availability.
- (b) All other shifts which become available following the posting of the schedule shall be offered by seniority.
- 16.14 The Employer will distribute overtime by seniority Employees in the classification who have declared their availability; however if no Employee is willing to work the overtime, the Employee(s) with the least seniority will be required to attend at work. Once the least senior Employee has been mandated to work a shift, they shall not be mandated again in the same pay period. The next least senior Employee will be required to attend.
- 16.15 (a) When a Full-Time Employee is recalled to work outside their scheduled working hours, the Employee shall be paid for not less than four (4) hours; and
- (b) Casual Employees shall be paid at straight time for the hours worked when posted except for when they are called to work outside their

scheduled working hours when they shall be paid for not less than four (4) hours.

16.16 For Employees scheduled to work twelve (12) hour shifts, the following shall apply:

- (a) For Full-time Employees and Regular Part-time Employees working eight (8) hour shifts, not schedule more than five (5) consecutive days; and
- (b) For Full-time Employees and Regular Part-time Employees working twelve (12) hour shifts, not schedule more than three (3) consecutive days unless the shift schedule for all such Employees has, as part of the schedule, four (4) consecutive days of work.

16.17 A Full-Time Employee who is required by the Employer to work on their scheduled day off will be paid at the rate of time and one-half for hours worked.

16.18 (a) Should an Employee be required to work a double shift that is two (2) consecutive eight (8) hour shifts, the Employee shall be granted a thirty (30) minute paid break prior to commencing the second shift.

(b) If an Employee works a double shift the Employee will be paid a meal allowance of twelve dollars (\$12.00) by the Employer.

(c) When an Employee has to work a double shift in an emergency, that Employee may have the next day off, if scheduled to work, provided that a replacement can be found for the Employee.

16.19 Where an Employee is called in to work for a regular shift and reports for work and the Employer decides not to retain the Employee for the shift the Employee will work for a minimum of four (4) hours or if the Employer decides to send the Employee home the Employee will be compensated for four (4) hours.

16.20 Where an Employee is called in to work a regular shift one-half (1/2) hour or less prior to the commencement of the shift, and arrives within one (1) hour of the call, then the Employee will be paid for the full shift provided that they work until the normal completion of the shift. An Employee called into work after commencement of the shift and arrives within one (1) hour of the phone call shall be paid from the time of the call.

## **ARTICLE 17 - LEAVES OF ABSENCE**

17.01 Bereavement Leave

- (a) In the event of the death of an immediate family member and where the Employee has completed the probationary period, the Employee shall be granted five (5) consecutive days leave of absence with pay effective midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave and the last day will be deferred. Immediate family shall be defined as being the Employee's:

- (i) spouse (which includes current common law spouse);
- (ii) parent;
- (iii) child;
- (iv) step-child;
- (v) step-parent;
- (vi) brother;
- (vii) sister;
- (viii) grandchild;
- (ix) grandparent;
- (x) mother-in-law;
- (xi) father-in-law;
- (xii) son-in-law; or
- (xiii) daughter-in-law.

- (b) In the event of the death of a non-immediate family member, being the Employee's:

aunt or uncle;  
niece or nephew;  
brother-in-law;  
sister-in-law; or  
legal guardian.

A Full-time or Regular Part-time Employee who has completed their probationary period will be granted up to two (2) days with pay at the Employee's basic hourly rate, of paid bereavement leave on any one death.

The leave shall start no later than at midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave and the last day will be deferred.

- (c) In the event that the funeral is held more than 400 km from Sydney or out of province, two (2) additional unpaid days may be requested.
- (d) In the event of a death of a fellow worker, the Union may have at least one (1) person from the department involved and one Union representative attend the funeral in town and surrounding areas up to 100 km radius, without pay, provided adequate staffing is maintained.

#### **17.02 Personal Leave**

- (a) An Employee may request a personal leave of absence without pay from the Site Manager.
- (b) All requests for personal leaves of absence shall be made in writing to the General Manager and be submitted forty-five (45) days prior to the start date, except in emergency situations. The request must contain an expected date of return.
- (c) The decision whether to grant the request for leave shall be in the sole discretion of the Employer which shall not be unreasonably denied;
- (d) Personal leaves will not be granted for the purpose of maintaining other employment;
- (e) Benefit coverage may be continued for any period of personal leave provided that the Employee prepay to the Employer the full costs of the benefits for the period of the leave;
- (f) Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

#### **17.03 Jury Leave**

- (a) Leave of absence with pay shall be given to every Employee for each scheduled day of work the Employee serves on jury duty, other than an Employee already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the Employee for any scheduled day of work for such jury duty will be paid over to the Employer provided that the Employee receives the greater amount;
- (b) Leaves of absence with pay shall be granted by the Employer for each scheduled day of work when an Employee is required to attend as a

witness in Court with respect to a matter arising in the course of employment, but all compensation received by the Employee for any scheduled day of work for such appearance will be paid over to the Employer provided that the Employee receives the greater amount. "Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding.

- (c) An Employee shall notify their supervisor as soon as possible when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness and the amount of payment received.

#### **17.04 Pregnancy and Parental Leave**

- (a) Employees will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the Nova Scotia Labour Standards Code, R.S.N.S. 1989, c. 246, as amended (available from the Employer on request).
- (b) The Employee shall resume their former position and salary upon return from leave. Employees on pregnancy leave shall not accrue hours worked for the purposes of vacation, sick time or holidays. Employees on pregnancy leave shall continue to accrue seniority and service for the duration of the leave.

#### **17.05 Compassionate Care Leave**

Employees will be entitled to unpaid leave in accordance with the Compassionate Care Leave provisions in the Nova Scotia Labour Standards Code, R.S.N.S. 1989, c. 246, as amended (available from the Employer on request).

#### **17.06 Union Leave**

- (a) Upon request to the Employer and subject to operational requirements, no more than one (1) employee elected or appointed to represent the Union at annual conventions shall be allowed a leave of absence with pay and benefits. Upon request to the Employer and subject to operational requirements, a second such Employee may be granted an unpaid leave of absence. Such Employee shall receive the pay and benefits provided for in this Agreement when on such an unpaid leave of absence and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120 percent of the Employee's rate.

- (b) Upon request to the Employer, not more than two (2) Employee elected or appointed to represent the Union at recognized labour educational courses shall be allowed an unpaid leave of absence. Paid educational leave shall not total more than seven (7) days in any one calendar year (up to a maximum of 200 hours). An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.
- (c) Upon request to the Employer and where operational requirements permit, an unpaid leave of absence shall be allowed for up to two (2) Employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work and the Union shall reimburse the Employer for all pay and benefits during the period of absence. An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.
- (d) An Employee who is elected or selected for a Full-Time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without benefits for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office.

**17.07 Leave for Public Office**

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

**17.08 Sick Leave**

- (a) Full-Time, Regular Part-Time, and Employees in a Temporary position can accumulate paid sick time credits and can only use sick leave credits after successful completion of the probation period.
- (b) Paid sick leave credits will accumulate at the rate of twelve (12) hours per one hundred and seventy-three and three tenths (173.3) hours worked, effective the first day of employment as a Full-time, Regular Part-time or employment in a Temporary position. The maximum amount of accumulation shall be six hundred forty (640) hours.
- (c) An illness or injury for which Workers' Compensation is payable shall be deemed not to be a personal illness or injury for which an Employee is eligible to receive sick leave pay from the Employer or a Third Party Insurer.
- (d) An Employee may be required to produce a certificate from a medical practitioner for any illness (normally only for absences in excess of two (2) working days) certifying that the Employee was unable to carry their duties due to illness.
- (e) Where an Employee is required by the Employer to submit detailed medical certificates or reports, the Employer shall be responsible for paying the direct cost of any such examinations, medical certifications, forms or reports which are not covered by medical insurance.
- (f) Employees who are off work and insured by Workers' Compensation Benefits must keep the Employer aware of their progress/change and condition.
- (g) When an Employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the Employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the Employee's net pre-accident earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an Employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstance shall an Employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the Employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's accumulated sick leave credits

are exhausted, the supplement shall cease and the Employee shall be paid only the Workers' Compensation benefits.

The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSAO Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

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.

An Employee shall not accrue any other benefits while on Workers' Compensation.

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.

- (h) Employees on long-term leave of absence for illness shall be permitted up to twenty-four (24) months in which they may return to their former position, but an Employee shall give at least two (2) weeks' notice of their intention to return to work. The period of illness shall commence with the first day of illness. In the event the illness exceeds twenty-four (24) months, the period in which the Employee may return to work may be extended only by mutual agreement. When an Employee has been on leave for a period in excess of six (6) months, the Employee may be required to attend a one (1) day period of orientation with pay upon return to work. Any return to work from long-term leave of absence shall be subject to the following:
  - (i) prior to the Employee's return to work, satisfactory medical documentation must be provided by the Physician of the Employee to the Employer. Such information is to be adequate for the

Employer to make a determination as to the ability of the Employee to return to full duties; and

- (ii) once an Employee is cleared to return to work by the Employer after being on long-term leave of absence for illness, the Employee will have the right to return to a position equivalent to the Employee's former position within two (2) weeks from the clearance date. The Employee may return at an earlier or later date if mutually agreeable.
- (i) Each calendar year an Employee may use up to forty-eight (48) hours of their sick leave for specialist appointments, medical/dental appointments, serious illness in the immediate family or other serious family emergencies (such use of sick leave shall not be considered by the Employer in the application of its Attendance Management Policy/Program).

#### **17.09 Notification of Sick Time Accrued**

The present practice of notifying Employees in writing of their sick time accrued, at the close of each calendar year, shall continue.

#### **17.10 Leave for Storm or Hazardous Conditions**

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

- (a) Take the absent time as unpaid; or
- (b) Deduct the absent time from the accumulated holiday time or vacation; or
- (c) When the Employee has no entitlement to accumulate a paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

#### **17.11 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.

### **17.12 Domestic Violence Leave**

The Employer will provide Domestic Violence Leave in accordance with the Nova Scotia Labour Standards Code as may be amended from time to time.

## **ARTICLE 18 – VACATION**

**18.01** Paid vacation leave shall be earned on the basis of regular hours paid. Regular hours paid for the purposes of this Article shall include regular hours worked, paid vacation hours, paid sick leave, paid holidays, paid leave of absence, and paid union leave but excludes overtime and WCB. Vacation credits shall be paid to Full-Time and Regular Part-Time Employees on the following basis:

- (a) During the first 10,400 hours worked, at the rate of one (1) hour of vacation for each  $17 \frac{1}{3}$  (17.33) hours worked (up to 120 hours per year);
- (b) After 10,400 hours worked up to 31,200 hours worked, at the rate of  $1 \frac{1}{3}$  (1.333) hours of vacation for each  $17 \frac{1}{3}$  (17.33) hours worked (up to 160 hours per year); and
- (c) After 31,200 hours worked, at the rate of  $1 \frac{2}{3}$  (1.667) hours of vacation for each  $17 \frac{1}{3}$  (17.33) hours worked (up to 200 hours per year).

**18.02** Only under specific circumstances and with written approval of the Site Manager (or designate), may an Employee be permitted to carry over vacation to the next calendar year. In any case the maximum vacation to be carried over will be forty (40) hours and must be used during that year.

**18.03** The Employer shall post a vacation request schedule by February 1st of each year. Employees shall select their respective vacation period by March 1st. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests. Employees who have not indicated their preference by March 1st shall not be permitted to displace junior Employees who have made their selection in

accordance with the time frames outlined in this Article. The Employer shall post no later than April 1st a finalized list upon which the Employee's vacation dates shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected Employees. The Employer will endeavor to allow as many employees as possible to have their vacation.

18.04 Employees who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise "bumping rights" over Employees who have conformed, but may, by mutual agreement with the Employer, request dates that remain available; such request will not be unreasonably denied.

18.05 Upon termination of employment, an Employee's earned vacation entitlement during the year will be calculated and paid out on the final pay check.

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

## **ARTICLE 19 – HOLIDAYS**

19.01 (a) Paid holidays are:

New Year's Day;  
Heritage Day (3<sup>rd</sup> Monday in February);  
Good Friday;  
Easter Monday;  
Victoria Day;  
July 1<sup>st</sup>;  
First Monday in August;  
Labour Day;  
National Day of Truth and Reconciliation;  
Thanksgiving Day;  
Remembrance Day;  
Christmas Day; and  
Boxing Day.

(b) Each Employee shall receive any holiday proclaimed by the Provincial Government.

19.02 All Employees shall only qualify for their above holiday pay if the Employee has worked on their regular scheduled working day immediately preceding and

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

19.03 Full-Time Employees will receive eight (8) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 19.02.

Regular Part-Time and Casual Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 19.02. The calculation for prorating will be based on their hours worked in the previous thirty (30) days.

- 19.04 (a) When a Full-Time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) the Employee's regular rate of pay and grant the Employee eight (8) hours off with pay subject to paragraph (c) of this Article 19.04. The time off must be mutually agreed upon between the Employer and the Employee where operational requirements permit or used to provide paid time off for Christmas or New Year's as per Article 19.06;
- (b) When a Regular Part-Time or Casual Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) the Employee's regular rate of pay. Based on the pro rata formula in Article 19.03 the Employee shall also be granted time off with pay at a time mutually agreed upon between the Employer and the Employee where operational requirements permit or used to provide paid time off for Christmas or New Year's as per Article 19.06; and
- (c) If mutual agreement on time off with pay cannot be reached within the fiscal year of the Employer (April 1 – March 31) after the date of the holiday, an Employee shall be paid out holiday pay for the holiday.

19.05 All the provisions of Article 19 do not apply to an employee during the probationary period except that a probationary employee who works on a calendar date of the holidays listed in the Article will be compensated at the rate of time and a half (1.5 x) the employee's regular hourly rate for hours worked on the calendar date of the holiday.

**19.06 Christmas and New Year Period**

All Full-Time and Regular Part-Time Employees shall be scheduled either Christmas Day and Boxing Day or New Year's Eve and New Years' Day off on an alternating basis. The master time schedule shall be waived during the period December 15 to January 10. Adequate staffing must be maintained at all times. Subject to operational requirements of the home, the Employer will provide five (5) consecutive days off for Christmas or New Years' (The Employer will endeavor to schedule Christmas Eve part of the five (5) consecutive days, where possible) for Full-Time Employees and three (3) days off for Regular Part-Time Employees. Holiday time will be used to schedule the consecutive days off. Such practice shall not be unreasonably withheld.

**ARTICLE 20 - WAGES**

**20.01** Employees shall be paid the rate of pay set out in the salary scale attached to this Agreement as Appendix "A".

**20.02** (a) Payment of wages will be on a bi-weekly basis and is on a direct deposit system. The pay period is two weeks

(b) If an Employee has a shortfall in their pay of more than four (4) hours' pay, the Employer shall pay the shortfall to the Employee within three (3) business days of being notified by the Employee.

**20.03** Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than their own, the Employee shall be paid their classification rate. If an Employee is assigned to perform work in a higher classification, the Employee shall receive the rate for the higher classification. This Sub-Article does not apply to Employees who chose to work in a classification with a lower rate

**20.04 Error in Payment of Wages**

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

**20.05 Shift Premium**

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

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective May 1, 2023, and shall be applicable to all hours worked, including overtime hours worked.

**20.06 Weekend Premium**

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

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective May 1, 2023, and shall be applicable for all hours worked, including overtime hours worked.

**ARTICLE 21 - JOB CLASSIFICATIONS**

**21.01 Job Descriptions**

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

**21.02 Rates of Pay and Job Classification**

The Employer shall prepare a new job description whenever a job is created. When a new job is created or established, 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 for the new job, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

## **ARTICLE 22 - SUPPLEMENTAL BENEFITS**

### **22.01 Pension Plan**

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

### **22.02 Group Insurance**

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

#### **Cost Sharing**

- (b) The Employer shall pay sixty-five (65%) of the cost of the premiums for the extended health and drug plan in 22.02, excluding life and ADD which are fifty percent (50%) paid for by the Employer.

The Employer shall pay fifty (50%) of the cost of premiums for the dental plan in Article 22.02.

### **22.03 Mandatory Participation**

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

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

The Employee must arrange a time to meet with the representative of the Employer upon completion of the probationary period to complete the necessary enrollment forms or to establish coverage under a spousal or common law spousal plan. Failure to do so within a 30 days shall result in the Employee being enrolled in a plan as a single participant.

### **ARTICLE 23 - EMPLOYEE HEALTH AND SAFETY**

23.01 The Employer, the Employees and the Union will comply with and abide by the provisions of the Occupational Health and Safety Act of Nova Scotia.

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

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

23.04 The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

### **ARTICLE 24 - PERSONNEL FILE**

24.01 A personnel file shall be maintained for all Employees. Upon request and with at least forty eight (48) hours' notice, the Employee shall be permitted to view their personnel file. References and appraisals from outside the Employer's workplace shall not be shown to the Employee. Any disagreement as to the inclusion of letters of reprimand or any adverse reports contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

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

24.03 The record of an Employee shall not be used against the Employee at any time after twenty-four (24) months, excluding proven client resident abuse, following a suspension or disciplinary action, including letters of reprimand or any adverse reports, excluding discipline in respect to proven resident abuse.

#### **ARTICLE 25 - NON-INTERRUPTION OF WORK**

25.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike and the Employer agrees that there will be no lockout, in the Trade Union Act and Regulations.

#### **ARTICLE 26 - APPLICABLE LAWS**

26.01 (a) All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights privileges and obligations to the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

#### **ARTICLE 27 - TERM OF AGREEMENT**

27.01 This Agreement shall be in effect from the date of signing to October 31, 2023. Wages shall be retroactive to November 1, 2020. The Agreement 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.

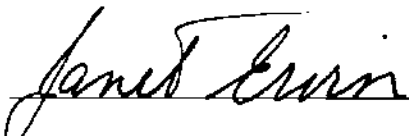
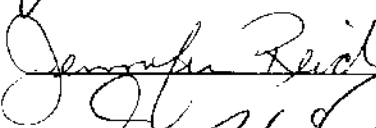

27.02 Any changes deemed necessary in this Agreement may be made by mutual written agreement at any time during the existence of this Agreement.

**27.03 Retroactive Pay for Terminated Employees**


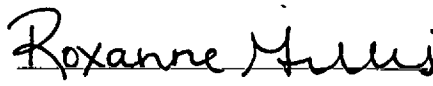
An Employee who has resigned their employment between November 1, 2020, and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages provided the Employee requests the retroactivity of any increase in wages, in writing, within 30 days of the date of signing the Collective Agreement.

**DATED** at Sydney, Nova Scotia this **29<sup>th</sup>** day of **MAY**, 2023.

**FOR THE UNION:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Beth McDonald  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A" – WAGES**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
<b>Support Services Attendant</b>	Probationary Rate	\$14.6667	\$30,507	\$14.8867	\$30,964	\$15.1100	\$31,429	\$16.0475	\$33,376	\$16.5290	\$34,380	\$16.6116	\$34,552
	Regular Rate	\$14.9159	\$31,025	\$15.1398	\$31,491	\$15.3669	\$31,963	\$16.3044	\$33,913	\$16.7936	\$34,931	\$16.8775	\$35,105
	After 2080 hours	\$15.6991	\$32,654	\$15.9344	\$33,144	\$16.1734	\$33,641	\$17.1109	\$35,591	\$17.6243	\$36,658	\$17.7124	\$36,847
	After 4161 hours	\$16.1962	\$33,688	\$16.4391	\$34,193	\$16.6857	\$34,706	\$17.6232	\$36,656	\$18.1519	\$37,756	\$18.2426	\$37,945
	After 6243 hours	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate
<b>PCW (no certificate)</b>	Start	\$17.2219	\$35,822	\$17.4803	\$36,359	\$17.7425	\$36,904
	After 2080 hours	\$17.5695	\$36,544	\$17.8330	\$37,093	\$18.1005	\$37,649
	After 4161 hours	\$17.9158	\$37,265	\$18.1845	\$37,824	\$18.4573	\$38,391
	After 6243 hours	\$18.2561	\$37,972	\$18.5299	\$38,542	\$18.8078	\$39,120
	After 8323 hours	\$18.5968	\$38,683	\$18.8763	\$39,263	\$19.1595	\$39,852

**\*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 25, 2022 and appears in this wage appendix for retroactivity purposes, only.**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Uncertified CCA	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 2080 hours	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 4161 hours	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 6243 hours	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 8323 hours	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

**\*\*Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Uncertified CCA" as per the MOA re: CCAs, signed March 25, 2022.**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Continuing Care Assistant (with course)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$27.1153	\$46,000	\$22.2259	\$46,230
	After 2080 hours	\$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 4161 hours	\$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 6243 hours	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 8323 hours	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
<b>Activity Aide (2 Year Community College Diploma - Recreation)</b>	Probationary Rate	\$19.6244	\$40,819	\$19.9188	\$41,431	\$20.2176	\$42,053	\$20.8241	\$43,314	\$20.9282	\$43,531
	Regular Rate	\$19.9580	\$41,513	\$20.2574	\$42,135	\$20.5613	\$42,767	\$21.1781	\$44,051	\$21.2840	\$44,271
	After 2080 hours	\$20.5712	\$42,788	\$20.8799	\$43,430	\$21.1931	\$44,082	\$21.8289	\$45,404	\$21.9380	\$45,631
	After 4161 hours	\$21.2456	\$44,191	\$21.5643	\$44,854	\$21.8877	\$45,526	\$22.5444	\$46,892	\$22.6571	\$47,127
	After 6243 hours	\$21.9205	\$45,595	\$22.2493	\$46,278	\$22.5830	\$46,973	\$23.2605	\$48,382	\$23.3768	\$48,624
	After 8323 hours	\$22.5959	\$46,999	\$22.9348	\$47,704	\$23.2789	\$48,420	\$23.9772	\$49,873	\$24.0971	\$50,122
<b>Activity Aide (with degree)</b>	Probationary Rate	\$19.6348	\$40,840	\$19.9293	\$41,453	\$20.2282	\$42,075	\$20.8350	\$43,337	\$20.9392	\$43,554
	Regular Rate	\$19.9689	\$41,535	\$20.2684	\$42,158	\$20.5724	\$42,791	\$21.1896	\$44,074	\$21.2955	\$44,295
	After 2080 hours	\$20.5849	\$42,817	\$20.8937	\$43,459	\$21.2071	\$44,111	\$21.8433	\$45,434	\$21.9525	\$45,661
	After 4161 hours	\$21.2598	\$44,220	\$21.5787	\$44,884	\$21.9024	\$45,557	\$22.5595	\$46,924	\$22.6723	\$47,158
	After 6243 hours	\$21.9347	\$45,624	\$22.2637	\$46,308	\$22.5976	\$47,003	\$23.2756	\$48,413	\$23.3920	\$48,655
	After 8323 hours	\$22.6096	\$47,028	\$22.9487	\$47,733	\$23.2929	\$48,449	\$23.9917	\$49,903	\$24.1117	\$50,152
<b>Physiotherapy Assistant (with diploma)  Physiotherapy Assistant (with degree)</b>	Probationary Rate	\$19.8383	\$41,264	\$20.1358	\$41,883	\$20.4379	\$42,511	\$21.0510	\$43,786	\$21.1563	\$44,005
	Regular Rate	\$20.1754	\$41,965	\$20.4779	\$42,594	\$20.7851	\$43,233	\$21.4086	\$44,530	\$21.5157	\$44,753
	After 2080 hours	\$20.7621	\$43,185	\$21.0734	\$43,833	\$21.3895	\$44,490	\$22.0312	\$45,825	\$22.1413	\$46,054
	After 4161 hours	\$21.3891	\$44,489	\$21.7100	\$45,157	\$22.0356	\$45,834	\$22.6967	\$47,209	\$22.8102	\$47,445
	After 6243 hours	\$22.1229	\$46,016	\$22.4547	\$46,706	\$22.7916	\$47,406	\$23.4753	\$48,829	\$23.5927	\$49,073
	After 8323 hours	\$22.8039	\$47,432	\$23.1460	\$48,144	\$23.4932	\$48,866	\$24.1980	\$50,332	\$24.3190	\$50,583

## **Appendix "B"**

### **Memorandum of Agreement – Joint Provincial Committee – WCB**

#### **Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:**

##### **Top Up Supplement on Benefits**

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (herein after referred to as "TERB") received by WCB to the net pre accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

##### **Waiting Period**

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two (2) days associated with the WCB claim. The two (2) initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five(5) weeks, the Employee will be paid by WCB for the initial two (2) unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the two (2) sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that two (2) day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the two (2) days, the Employer will

adjust the payment entitlements in accordance with the collective agreement language.

6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two (2) day waiting period.
7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in their sick leave bank and the total hours or dollars of sick time used to provide top up during the Employee's absence on WCB.

### **Appendix "C"**

#### **Memorandum of Agreement – 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.

**Appendix "D"**

**Memorandum of Agreement – Transition of Casual Employees**

All current Casual Employees who have completed six hundred forty (640) hours will be deemed to have completed their probationary period and will be placed on the Seniority List based on their most recent date of hire.

Where a current Casual Employee is placed on the Seniority List and has the same date as an Employee currently on the Seniority List, the Casual Employee will be placed below the Employee already on that list.

Any future Casual Employee will be placed on the Seniority List in accordance with the process in Article 13.03 (c).

**Appendix "E"**

**Memorandum of Agreement – Scheduling and Availability**

The parties agree to meet within sixty (60) days of the date of signing to review availability and staff scheduling.

