

Collective Agreement

BETWEEN

CENTENNIAL VILLA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 3215

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ARTICLE 1 – PREAMBLE

- 1.01 Recognizing common dependence and interest of the Employer and employees in the welfare of the Home and recognizing further a relationship of goodwill and mutual respect between the Employer and the employees can contribute greatly to the maintenance of the Home, increasing the efficiency of that welfare, the parties to this contract have joined together in the following agreement.
- 1.02 The purpose of this Agreement is to:
- (1) improve relations between the Employer and the Union, and to provide more clearly the conditions of employment;
 - (2) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
 - (3) encourage efficiency and economy of operations and service as well as to carrying out the aims and objectives of the home with the interests of the employees, residents and Employer;
 - (4) promote the morale, well-being and security of all employees;
 - (5) improve the quality of resident care in the Home.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that subject to the terms of this Agreement, the Employer has the exclusive right to manage the affairs of the Villa and to direct the workforce so as to give the highest possible standard of service and care to the residents.

The Employer has the right to:

- (1) Maintain order, discipline and efficiency;
- (2) Operate and manage its business and direct the workforce in accordance with its responsibilities;
- (3) Determine the work to be performed and establish standards, methods, procedures and schedules of operation;
- (4) Determine the requirements, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge or otherwise discipline an employee for just cause and to increase or decrease working forces;
- (5) Maintain reasonable rules and regulations to be observed by employees;
- (6) All matters, concerning the operation of the Employer's business not specifically dealt with in this contract, shall be reserved to be the management's responsibility.
- (7) The exercise of the foregoing rights shall not supersede the other specific provisions of the Agreement and this clause shall not prevent the processing of grievances under such other specific provisions.

- 2.01 Management rights referred to in this Agreement shall be exercised without discrimination in a fair and reasonable manner and be consistent with the terms of this Agreement.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3215, as the sole and exclusive collective bargaining agent for its employees at Centennial Villa, Amherst, Nova Scotia, but excluding the following: Administrator, Office Manager, LPNs, and Recreation Director.
- 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 for purposes of instructing/training and emergencies or in cases as agreed upon by the parties.
- 3.03 This Agreement is applicable to all full time and regular part time employees (inclusion of casual employees as per Appendix 'B') subject to the provisions of the Agreement except as otherwise specified.
- 3.04 No employee or groups of employees shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Agreement.

ARTICLE 4 – DEFINITIONS

- *4.01 Full time employee means a person who has completed their probationary period and who is normally employed on a full-time basis as per Article 18.
- *4.02 Part time employee means a person who has served their probationary period and who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week. Part time employees shall receive the conditions of employment and all benefits of this Agreement on a pro-rata basis except in those articles that are otherwise specified.
- 4.03 A casual employee is an employee who is not guaranteed minimum hours, who is called in on either a day-to-day basis or subject to Articles 16.01 and 16.04 may be posted when there are no available full time or part time employees. Casual employees are entitled to the rights and benefits of this Agreement as specified in Appendix "B".
- 4.04 Probationary employee means a person who has worked less than four hundred and fifty (450) hours. They become a member of the bargaining unit once probation is completed.
- 4.05 A probationary employee shall not have the right to claim seniority privileges during their probationary period. They shall nevertheless not be required to take less money or work longer hours than provided for in this Agreement. Wages, conditions of employment and benefits specified in this Agreement will accrue similar to full time or part time employees, depending on the hours of work assigned, except as otherwise agreed or where prohibited.
- 4.06 *(a) A temporary employee is an employee hired on a temporary basis to a maximum of twelve (12) months unless otherwise mutually agreed by the Employer and the

Union, in either a full time or a part time position to provide relief for purposes such as but not limited to maternity, adoption, or parental leave, illness or other absence. Temporary employees will only access permanent positions through the posting process as per Article 16.

- (b) **A Casual Employee, who has been awarded a posted temporary assignment that exceeds twelve (12) continuous weeks, in accordance with Article 16.08 (a), shall accrue vacation, sick and holiday time while working the temporary assignment. Such time shall be used during the temporary assignment. If upon the completion of the temporary assignment the employee reverts to casual status, any accrued vacation and holiday time, not used, shall be paid out. Any unused sick time will remain in the employee's sick bank for future use. If the employee goes into a permanent position, they shall keep the accrued vacation, holiday and sick hours for future use.**

4.07 **Administrator** means the Administrator of Centennial Villa, Amherst, Nova Scotia.

4.08 **Union** means the Canadian Union of Public Employees, Local 3215.

4.09 **Employer** means Centennial Villa.

4.10 **Agreement** shall mean this Collective Agreement.

4.11 **"Working Day"** means days exclusive of Saturday or Sunday or Holidays for administrative/clerical purposes only.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination in regard to hiring, or discrimination, interference, restriction or coercion, exercised or practised with respect to any employee in the matter of continued employment, or any term or condition of employment including, but not limited to, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline or discharge by reason of race, creed, colour, ethnic, national or aboriginal origin, political or religious affiliation, belief or activity, age, sex, sexual orientation, **gender identity, gender expression**, family or marital status, common-law relationship, physical or mental disability, place of residence, source of income or by reason of their membership or activity in a trade union.

5.02 **If a member of the bargaining unit is unable to perform the regular duties of their position due to any characteristic protected under the Nova Scotia *Human Rights Act*, the Employer, the affected employee (the "Employee") and Union shall meet to discuss and consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability can best be accommodated without causing undue hardship to the Employer, the Employee or the Union. The Employee shall participate and cooperate fully in this process.**

5.03 Procedure for Evaluating and Accommodating Employees with Disabilities:

- (a) The Employee with a disability will inform the Employer about the need for an accommodation in writing with a copy to the Union.**
- (b) Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and the Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives and to the Union representatives that is reasonably required to establish to the Employer's and the Union's satisfaction that the Employee has a disability which requires accommodation and the extent of the restrictions or limitations in the Employee's functional capacities to perform the duties of their position.**
- (c) The parties agree that, to the extent reasonably possible, medical and other personal information provided by an Employee for the purposes of accommodation will be dealt with in a manner that respects the Employee's privacy.**
- (d) Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and the Union from continuing the duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.**
- (e) Representative(s) of the Employer and Union, together with the affected employee, shall meet to discuss the existence and nature of the disability and the appropriate accommodation measures which would achieve the accommodation with respect to the employee.**
- (f) The Employer, the Union and the Employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and the information regarding the requirements and duties of the employee's position.**
- (g) In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts and/or orientation of the Employee.**
- (h) Agreements between the parties regarding the accommodation of employees shall be in writing. These agreements shall contain provisions regarding the process that will be followed by the parties if there is a change in the accommodated Employee's circumstances, including a lessening, changing or worsening of the Employee's disability.**
- (i) The Union agrees to support accommodation measures which may require modification of the Collective Agreement provisions unless doing so would, in its determination, constitute undue hardship. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case-by-case basis.**
- (j) The process ends when the Employer reaches the point that it considers to be undue hardship."**

5.04 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 a qualified designated person, the position will be reposted and filled in accordance with Article 16.

ARTICLE 6 – UNION SECURITY

6.01 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union after completing four hundred and fifty (450) hours worked.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. Copies of the Agreement shall be supplied by the Union to all of its members. The Employer agrees to provide fifteen to thirty (15-30) minutes to the Union on the 1st orientation day of each month to meet with new bargaining unit employees.

7.02 The Employer agrees to copy and provide to each member of the Union, on letter size paper a copy of this Agreement.

7.03 (a) Employee/member contact information

The Employer shall provide the following information annually and shall provide it in electronic form:

- (i) the name of each Employee; and
- (ii) the mailing address and telephone number (if available) of each employee; and
- (iii) the personal email address of each employee (if available); and
- (iv) the employee's employment status (such as full-time, part-time, temporary, casual)

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

- (b) **The Employer will notify the Local's Secretary-Treasurer by email at the end of the pay period that an employee has completed the probationary period and advise of the employee's department and classification.**

ARTICLE 8 – CHECK-OFF OF UNION DUES

- 8.01 The Employer shall deduct from every employee any dues in accordance with the Union constitution and By-Laws.
- 8.02 Deductions shall be made bi-weekly and shall be forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Boulevard, Ottawa ONT K1G 0Z7 not later than the 15th day of the month following, accompanied by a list of the names, total earnings, and classifications of employees from whose wages the deductions have been made. The Employer shall note any hirings, lay-offs, recalls, or terminations of employees that occurred during the last month. A duplicate copy shall be provided **by email** to the Local's Secretary-Treasurer.
- 8.03 The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deductions made from pay of any employee pursuant to this Article.
- 8.04 **Dues receipts**
The Employer shall include on the T-4 slips the amount of Union dues paid by each member in the previous year. The Employer shall also provide a letter listing the amount of Group Health and Medical Plan premiums paid by employees in the previous year.
- 8.05 Union dues shall be deducted once the employee has completed the probationary period.

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 of the Home or their delegate to the President of the Union or their delegate. **Such correspondence may be done electronically. Any amendments to this Agreement shall be in writing and signed by the Parties.**

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

- 10.01 The Employer and the Union agree to establish a Labour and Management Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. A resource person from each party may attend if so invited.
- The Committee shall meet not less than three (3) times per year. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) days prior to the meeting.
- 10.02 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 10.03 It shall be the responsibility of the Chairperson of the meeting to ensure that the minutes of the meeting are distributed to the members of the Committee not later than one (1) calendar week after the date of the meeting.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does

not have the power to bind either the Union or its members or the Employer to any 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.

- 10.04 It is understood that the two (2) Union positions are elected by the members of Local 3215 to be representatives on their behalf. The Employer and the Local President will agree to make reasonable efforts to book a time where all members of the committee may attend.**

ARTICLE 11 – BARGAINING RELATIONS

11.01 A Union Bargaining Committee shall be appointed and consist of not more than two (2) employees of Centennial Villa. The Union shall advise the Employer of the Union nominees to the Committee.

11.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of any disputes or misunderstandings.

The Union representative shall first arrange with the Administrator by phone, an appointment at a time mutually agreeable.

11.03 The Employer will grant leave with pay for members who are in the employ of the Employer that they shall not suffer any loss of pay or benefits, for a combined total of sixty-two (62) hours (calculated as 1.44 negotiating hours per licensed bed) when the employee attends direct negotiations with the Employer.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Grievance Committee and the Union Stewards. The duty of each Steward shall be to assist any employee working in their department or group of departments which such Steward represents, in preparing and in presenting their grievances in accordance with the Grievance Procedure.

12.02 The Union shall appoint two (2) Shop Stewards, and shall notify the Employer in writing of their names before the Employer is required to recognize them. The Union shall supply the Employer with the name of its officers and the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

12.03 A Steward may not leave their regular duties or place of work unless given permission to do so by the Administrator or their delegate. Such permission shall not be unreasonably withheld. When permission is obtained, the Union member shall carry out the functions related to the grievance procedure, or attendance with the Employer.

12.04 A grievance shall be defined as a dispute arising out of the interpretation, application, or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation has been made that the agreement has been violated.

Step 1

The aggrieved employee(s) will first discuss the incident with their immediate supervisor and shop steward within five (5) working days of the incident in question. The supervisor shall answer within five (5) working days of the discussion.

Step 2

Failing satisfactory settlement from the supervisor, the grievance will be submitted in writing to the Administrator or their delegate within five (5) working days. The Administrator, or their delegate, shall afford an opportunity within five (5) working days to a representative designated by the Union and to the employee involved to discuss the subject matter of the grievance following which and within three (3) working days after the meeting, they shall provide a written answer to the grievance.

Step 3

If the Administrator or their delegate does not reply within the time limit set in Step 2, or if their answer is not satisfactory to the grievor, the Union may, within **ten (10)** working days of the receipt of the Administrator's, or their delegate's reply or the expiry of the time limit set in Step 2, give notice, in writing, to the Administrator or their delegate, of its intentions to refer the grievance to arbitration.

12.05 Policy grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union or the Employer may initiate a grievance and the parties may mutually agree to bypass Step 1.

12.06 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 adjustments with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

12.07 Technical objections to grievances

No grievance shall be defeated or denied by any technical objection occasional by a clerical, typographical, or similar technical error, or by the inadvertent omission of a step in the Grievance Procedure.

12.08 Replies to grievance shall be in writing at all stages.

12.09 The Employer shall supply the necessary facilities for the grievance meetings.

12.10 Where an employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension or discharge, the Employer shall advise the employee that they have the right to be accompanied by a Shop Steward or an executive member.

12.11 Employer may file grievance

The Employer may initiate a grievance by filing such with the Union President within five (5) days from the date of the event giving rise to the grievance or the date upon which the Employer ought to reasonably to have known of the event giving rise to the grievance.

The Union President shall provide a written answer to the grievance within five (5) days of its receipt. If the Union President does not reply within that time limit or if the answer is not satisfactory to the Employer, the Employer may within five (5) days of the receipt of the

time limit, give notice in writing to the Union President of its intention to refer the grievance to arbitration in accordance with Article 12.

12.12 **Any mutually agreed changes to this Agreement shall be in writing as a signed Memorandum of Agreement and form part of this Agreement and are subject to the grievance and arbitration procedure.**

12.13 In the matter of a grievance involving termination, Step 1 may be by-passed.

ARTICLE 13 – ARBITRATION

13.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail (or personal delivery) addressed to the other party of the Agreement, indicating the name, address and phone number of its suggestion of a single arbitrator, or its nominee on an Arbitration Board. Within ten (10) working days thereafter, the other party shall answer by registered mail or personal delivery indicating the name, address and phone number of its suggestion of single arbitrator, or its nominee to the Arbitration Board. It is agreed that the parties will use a single Arbitrator unless there is mutual agreement to the use of a Board of Arbitration. If an Arbitration Board is agreed to, the two (2) nominees shall then select an impartial chairperson.

13.02 If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within fifteen (15) working days of their appointment, the appointment shall be made by the Minister of Labour and Advanced Education for the Province of Nova Scotia upon request of either party.

13.03 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and render a decision within fourteen (14) calendar days from the date of the arbitration.

13.04 Decision of the board/arbitrator

The decision of the majority or the Arbitrator 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 shall be final, binding and enforceable on all parties.

The Board of Arbitration shall not have the power to change this Agreement or alter, modify, or amend any of its provisions.

13.05 Disagreement of decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) calendar days.

13.06 Expenses of the board

Each party shall pay:

- (1) the fees and expenses of the nominee it appoints;
- (2) one-half (½) of the fees of the Chairperson.

13.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

- 13.08 During the arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witness. Any cost related to witnesses shall be borne by the party who called the witness.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 An employee who has completed their probationary period may be suspended or discharged but only for just cause. The Employer shall notify the employee in writing of their suspension or discharge within five (5) working days of the action taking place. A copy will be forwarded to the Union. **The suspension will be served within fourteen (14) days after the disciplinary meeting where the suspension was imposed.**
- The termination of probationary employees for reasons of unsuitability or incompetence as assessed by the Employer, is not subject to the Grievance or Arbitration Procedure.
- 14.02 An employee who considers that they had been wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 of the Grievance Procedure may be omitted in such cases.
- 14.03 Whenever the Employer or its 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 their work up to a required standard by a given date, the Employer shall within five (5) working days thereafter, give written particulars of such censure to the employee involved, with a copy to the Secretary of the Union.
- 14.04 Except for proven abuse or proven harassment any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of eighteen (18) months for a suspension, twelve (12) months for a reprimand or adverse report, and thirty (30) months for proven resident abuse, and then removed providing another disciplinary action relating to the same or a similar offence has not been given within that period. A copy of all such entries or documents shall be sent to the employee and the Union at the time any entry or document is placed in the file and the employee shall be required to acknowledge receipt of same by signing the file copy. The employee's signature does not acknowledge agreement with the contents of the document.
- 14.05 An employee shall have the right to review **and make** copies of their file once a year, provided they first makes an appointment three (3) days prior to such request. The Employer may permit additional appointments **to review their file** throughout the year at their discretion. Such permission shall not be unreasonably withheld. Employees shall not have access to other confidential information acquired from a previous employer(s). **The Employer will bill the Union for the cost of the photocopies.**
- 14.06 **If a grievance has been filed and the matter has been scheduled for arbitration and an employee provides the Employer with a signed release, a copy of the employee's entire personnel file shall be sent to the National Servicing Representative assigned to the Local and notification of such being sent, shall be sent to the Local President.**

ARTICLE 15 – SENIORITY

- *15.01 Seniority is defined, as the length of service in the bargaining unit with the Employer, excluding overtime, and with required qualifications and abilities, shall be used in determining preference or priority for promotions, lay-offs, recall and reduction of the work force. Seniority shall operate on a bargaining unit wide basis, except for determining

preference for holidays and vacations, in which case it shall be on a departmental basis and on successful completion of the probationary period shall be effective from the original date of hire and shall end in accordance with 15.03 of this Agreement.

*15.02 The Employer shall maintain a seniority list showing the date upon which the employees' service with the Employer commenced. Where two or more employees commenced work on the same date, seniority shall be in accordance with the date of application. An up-to-date seniority list shall be provided to the Union and posted in January of each year. Employees shall advise the Employer within fifteen (15) working days of the posting if their position on the list is incorrect. If no contrary advise is received within that period, the list shall be deemed to be settled.

*15.03 An employee shall only lose their seniority in the event:

- (1) They resign either verbally or in writing and does not withdraw such resignation within two (2) working days.
- (2) They are discharged for just cause and is not reinstated.
- (3) They are absent from work for more than five (5) consecutive working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (4) They are laid off for a period of more than twelve (12) months.
- (5) Employee on lay-off who has failed to report to work within fifteen (15) working days after being notified by the Employer of their recall (in each case the Union shall be notified by registered mail and telephone of such recall). It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (6) They fail to return to work following an approved leave of absence on the day set out when the leave was granted except in those cases when the employee is sick, injured or for other reasons acceptable by the Administrator.

- *15.04 (a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority in the bargaining unit. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.
- (b) When an employee is temporarily transferred to a position outside of the bargaining unit, they shall continue to earn benefits of the Agreement **for up to one (1) year. At the end of that one (1) year period, the employee will either return to a bargaining unit position or continue to be employed in a position outside the bargaining unit and the bargaining unit position will be posted in accordance with Article 16.**

For clarification, the affected member will not pay Union dues and will not be considered a member when temporarily transferred to a position outside the bargaining unit.

***15.05 Portability of Seniority**

In recognition of the proximity of the facilities and the long service of employees, an employee at Gables Lodge, who has at least fifteen (15) years of service who is hired to a position at Centennial Villa, will have their length of service at Gables Lodge recognized for determining their hourly wage rate and vacation accrual only.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 When it is determined that a vacancy shall be filled, or when a new position is created within the bargaining unit, the Employer shall post notice of the position **on** the staff bulletin board for a period of five (5) working days during which time any employee in the bargaining unit may make written application for the position. A copy of the posting will be provided to the Union.

16.02 Such notice shall contain at least the following information: nature of position, knowledge required, education, ability, skills, wage level and guaranteed minimum hours. Such qualifications shall be those necessary to perform the work required.

16.03 No applications received from outside advertisements for any vacancy inside the bargaining unit shall be processed until the applications of present employees have been fully processed.

16.04 Both parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunities should increase in proportion to length of service and required qualifications.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability to perform the required duties. Appointments from within the bargaining unit shall be made within two (2) weeks after the posting period.

16.05 Trial period

The successful applicant shall be placed on trial for a period of three hundred seventy-five (375) hours. The placement shall be conditional on satisfactory service. In the event the successful applicant provides unsatisfactory or unwilling during this period, or if the employee is unable to perform the duties of the new job, they shall be returned to their former position and wage rate without loss of seniority. Any other employee promoted or transferred because of this arrangement shall also be returned to their former position.

16.06 (a) Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified in writing of all appointments, hiring's and transfers.

(b) **An unsuccessful Union applicant may, within three working days of notification of the awarding of the position, may make a request for an explanation as to why they were not granted the position. The Employer shall provide an explanation to the Employee as soon as practicable after**

receipt of the request. The time limit for the filing of a grievance under Step One of the Grievance Procedure shall run from the date the Employee receives the explanation from the Employer.

- 16.07 (a) The Employer agrees to the principle of staff development, and any pertinent information received by the Employer regarding workshops, seminars, etc. will be screened by the Employer and posted on the bulletin board.
- (b) The Employer shall continually review in-service programs focussed on the needs of the staff and residents. Every effort will be made by the employees to attend such in-service.
- 16.08 (a) In the event a temporary position is expected to exceed twelve (12) continuous weeks, the position shall be posted in accordance with Article 16.01.
- (b) Temporary positions of twelve (12) weeks or less shall be filled by an employee with the most seniority in that department, if they desire.
- (c) Permanent employees who are accepted for temporary positions shall revert to their former position upon completion of the temporary work. Such employee shall maintain their permanent status.
- (d) Once an employee accepts a temporary position the completion of the time period must be fulfilled prior to making application for another temporary job unless the other temporary position is for two (2) additional shifts bi-weekly for three (3) months or similar shifts for at least six (6) months, or if the new temporary position's start date is outside the current position's end date.

ARTICLE 17 – LAY-OFFS, RECALLS, AND REDUCTION OF THE WORKFORCE

- *17.01 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks 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, they shall be paid for the days for which work was not made available.
- *17.02 In the event of a lay-off, employees shall be laid off in reverse order of seniority providing that those employees being retained are qualified and able to perform the work required.
- *17.03 Employees shall be recalled in order of seniority provided that those being recalled are qualified and able to perform the work required.
- *17.04 No new employees shall be hired until those laid off have been given the opportunity of recall.

ARTICLE 18 – HOURS OF WORK

- 18.01 The regular hours of work shall be seventy-five (75) hours per two (2) week period, consisting of ten (10) regularly scheduled seven and one-half (7 ½) hour shifts. **The Parties agree that, in accordance with Appendix "C", employees may also be scheduled for twelve (12) hour shifts, consisting of 11 ¼ paid hours.** Employees required to remain at the workplace during their lunch break shall be paid eight (8) hours for the shift **(when scheduled for a seven and one-half (7 ½) hour shift) and for twelve (12) hours (when scheduled for an eleven and one-quarter (11¼) hour shift).**

- 18.02 (a) Each seven and one-half (7 ½) hour shift shall have a thirty (30) minute unpaid lunch break. In the case of employees working less than a seven and one-half (7 ½) hour shift, this lunch break shall be prorated.
- (b) **Employees working a twelve (12) hour shift shall be permitted forty-five (45) minutes of break time, to be known as the Break Period.**
- 18.03 All employees covered by this Agreement shall be permitted a fifteen (15) minute break period in the first half and in the second half of any shift, to be known as the "Break Period".
- 18.04 (a) Employees required to work double shifts, that is, two (2) consecutive seven and one-half (7 ½) hour shifts, shall receive time and one-half (1 ½) the regular rate for the second shift.
- (b) Should an employee be required to work two (2) consecutive shifts, they shall be granted an extra thirty (30) minute break at the start of the second shift in addition to the normal breaks during the shift.
- *18.05 Days off shall be planned in such a way as to equally distribute weekends off. Employees shall receive a minimum of every third weekend off, and the Employer shall endeavour to grant every second weekend off. The parties further agree that within one month of the signing of this Agreement, the parties shall meet to discuss a mutually acceptable schedule with a goal of having every second weekend off. No reasonable proposal as put forward by the Union which does not involve additional expense to the Employer shall be rejected by the Employer.
- 18.06 The Employer shall provide sixteen (16) hours rest between shifts unless otherwise mutually agreed.
- *18.07 The work schedule for all employees shall be posted in an appropriate place at least two (2) weeks in advance. Such posting shall be made at least three (3) calendar weeks prior to Christmas Day. Once posted, the schedule shall not be changed unless requested and mutually agreed between the Employer and the employees.
- 18.08 When an employee has to work a double shift, in an emergency, that employee may have the next day off, if scheduled to work, if they so desire, provided the Employer has adequate staff.
- 18.09 **Changes to daylight savings time**
At the time of change from standard to daylight savings time, employees shall be paid for eight (8) hours. When reverting from daylight savings time to standard time, employees who work the extra time shall receive payment at straight time rates.
- 18.10 Employees in the nursing department shall attend work ten (10) minutes prior to commencement of shift for the purpose of receiving report. This is not considered paid service. Only the person giving the report is required to stay at the end of the shift.
- 18.11 **The Employer shall schedule on the basis of such factors as employee status, equivalency and seniority.**

Once the schedule is posted, any shift(s) or hour(s) arising (through additional work or vacancies) shall be filled by the following process:

- (1) Part time employees, in order of seniority, up to 75 hours;
- (2) Casual employees, up to 75 hours;

In all of the above cases, it is understood that the shift(s) or hour(s) are offered within that classification.

ARTICLE 19 – OVERTIME

19.01 Except as otherwise provided in this Agreement, all time worked before or after the regular work day (**being a seven and one-half (7½) hour days or an eleven and one-quarter (11¼) hour day as scheduled**), the regular work week, as prescribed in Article 18.01 or day off, shall be considered overtime, and shall be paid for at the rate of time and one-half (1 ½).

19.02 When an employee who is not scheduled to work on a holiday listed in Article 20.01, they shall receive time and one-half (1½) their applicable rate of pay for all hours worked on the holiday in addition to the holiday pay.

*19.03 All time worked by a part time employee in excess of equivalent full-time hours on a daily or **bi-weekly (75 hours)** basis shall be considered overtime. Overtime may be banked to a maximum of five (5) days.

*19.04 An employee required to return to duty (call-back) shall receive four (4) hours pay at the employee's prevailing rate whether or not the employee continues to be employed for a four (4) hour period. If such call-back extends beyond the four (4) hour period, all time worked shall be paid at the rate of time and one-half (1 ½).

19.05 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time as mutually agreed between the employee and the supervisor. Overtime may be banked to a maximum of five (5) days.

19.06 Overtime shall be divided equally among employees who are willing and qualified to perform the available work. **if there are no employees willing to work an overtime assignment, and overtime is essential, overtime may be assigned to an employee currently at work and in the classification concerned on the following basis:**

- **Newly hired casual employees who are not yet on the Casual seniority list, starting with the most recently hired casual employee;**
- **Casual employees based on casual seniority, starting with the most junior casual employee;**
- **Full-time and part-time employees, based on seniority, starting with the most junior employee;**

If the employee, including a casual employee, has been assigned to work essential overtime within the past four (4) days, the employee shall be by-passed in assigning such essential overtime.

- 19.07 An employee shall not be laid off during regular hours to equalize any overtime worked.
- *19.08 Full time employees required to work on their first day off shall be paid at the rate of time and one-half (1 ½).
- *19.09 Full time employees required to work their second day off in addition to their first day off shall be paid at the rate of double time (2x).
- *19.10 An employee who is called in to work an extra shift within one (1) hour of the start of the shift, shall be given a reasonable amount of time to report to work and will be paid for the full shift provided that they work to the normal end of the shift.
- 19.11 For short notice overtime, four (4) hours or more, employees will be provided with a meal.

ARTICLE 20 – HOLIDAYS

*20.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Heritage Day	September 30th - Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day
	Floating Holidays (2)

- *20.02 In the event any of the above holidays fall on an employee's day off, the Employer shall grant an additional day off with pay or the employee may elect to take the day's pay in lieu of a day off. Such additional day be agreed upon mutually between the employee and the Employer.
- *20.03 An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1 ½) plus another day off with pay, at a time mutually agreed upon.
- *20.04 If a holiday falls on a Saturday or Sunday, the day proclaimed by the Government shall be the day observed.
- *20.05 Unless otherwise mutually agreed, an employee shall have Christmas Day off **one** year and New Year's Day off **the next year and alternating thereafter. Where operational requirements permit, employees with Christmas Day off will not be scheduled to work after 7 pm on Christmas Eve. Two employees may agree to switch which day off they are entitled to that year, as long as there is no adverse effect to the workplace. Requests for such switches will not be unreasonably denied. The Employer will not arrange for two employees to switch days off under this Article and, once two employees have advised the Employer that they wish to switch days off, no further changes shall be made.** The Employer will endeavour to meet the employees' requests for additional concurrent days off while still meeting the staffing needs of the Home. Although it is in the Employer's best interests to meet the employees' requests, the staffing needs of the Home are the priority.

- *20.06 In order to qualify for holiday pay, all employees must have worked their last scheduled shift prior to the holiday and first scheduled day following the holiday unless they are on an approved leave of absence or on sick leave supported by a doctor's certificate **or on a leave of absence mandated by public health.**
- *20.07 Part time employees who work on a holiday shall receive payment in accordance with Article 20.03. For those holidays not worked, payment will be made on termination of employment or at each year end (whichever comes first) based on the number of days worked as a fraction of two hundred sixty (260) working days per year times the number of holidays not worked during the year.
- *20.08 If one (1) of the above holidays falls during an employee's annual vacation, the employee shall receive an extra day's vacation to be taken at the end of the vacation period or shall have one (1) days' vacation credited to their record. Such decision must be agreed to mutually by the Employer and the employee.
- *20.09 The time for taking the floating holidays shall be mutually agreed between the Employer and the employee. **Any time remaining in the holiday bank for the floating holidays shall be paid out to the employee at the end of the calendar year.**
- *20.10 Notwithstanding any of the above, when a holiday falls within a period an employee is on authorized sick leave or any other authorized paid leave, a holiday is considered a holiday and no payment for any other type of leave will be made for that day. There shall be no pyramiding of any rate or benefits in this Agreement.

ARTICLE 21 – VACATIONS

- *21.01 All employees shall receive an annual vacation with pay in accordance with length of service as of April 30th of each year.
- (a) Employees with less than one (1) year of service shall receive vacation credits based on one (1) day per month up to a maximum of ten (10) days and paid on the basis of four percent (4%) of gross earnings or paid for the total days' accumulation, whichever is greater.
 - (b) Employees with one (1) year of service but less than five (5) years' service, shall receive two (2) weeks' vacation based on four percent (4%) of gross earnings to that date or two (2) weeks' pay, whichever is greater.
 - (c) Employees with five (5) years' service but less than seven (7) years' service, shall receive three (3) weeks' vacation based on six percent (6%) of gross earnings to that date or three (3) weeks' pay, whichever is greater.
 - (d) Employees with seven (7) years' service but less than fifteen (15) years' service, shall receive four (4) weeks' vacation based on eight percent (8%) of gross earnings or paid the total days accumulation, whichever is greater.
 - (e) Employees with fifteen (15) years' service, shall receive five (5) weeks' vacation based on ten percent (10%) of gross earnings or paid for the total day's accumulation, whichever is greater.

(f) Should more than thirty-five (35) working days be lost as a result of sickness, accident or leave of absence, the vacation pay shall be paid as a percentage of gross earnings.

*21.02 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation, prior to termination.

*21.03 Part time employees shall receive vacation entitlements as per Article 21.01 except that the pay will be on a pro-rated basis.

*21.04 The Employer shall post a list of employee vacation entitlements during the first week of March of each year and employees may indicate their preference for the time they wish to take their vacation, provided such request is made by April 1st. The schedule shall be approved by the Administrator and posted by May 1st.

Vacation schedules shall be posted by May 1st of each year and shall not be changed except by mutual agreement. Preference for vacation times shall be given to those employees with the most seniority on a departmental basis. Employees who have transferred from another department shall have their total bargaining unit seniority recognized for vacation purposes.

*21.05 (a) An employee who qualifies for sick leave while on vacation may change the status of leave to sick leave effective the date of notification to the Employer. The employee shall submit on their return to duty a certificate stating the total period which they qualified for sick leave.

(b) In the case of an employee being admitted to hospital while on vacation, they may change the status of the leave to sick leave with effect from the date they were admitted to hospital.

(c) The period of vacation so displaced in this article shall be reinstated for use at a later date to be mutually agreed.

*21.06 No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at double (2x) the regular rate of pay, plus one (1) vacation lieu day off for each day in which work was performed.

*21.07 Vacations may be carried over from one year to another in the following cases:

(1) Illness, accident, LTD and Maternity Leave;

(2) Special requests e.g. combine vacations for both years to take extended vacation or to fulfil a family need, etc.

Requests for the carry-over of vacation shall not be unreasonably denied.

*21.08 No vacations will be scheduled between December 21st and January 7th, **unless mutually agreed by the parties.**

- *21.09 No vacation longer than three (3) weeks shall be taken between June 15th and Sept. 15th. Notwithstanding, should there be additional time left during that period, employees may apply on a seniority basis.
- *21.10 Vacation Options – Vacation principles and a list of options which can be used by full time employees when requesting vacation are outlined in Schedule "A" attached to this Agreement.

ARTICLE 22 – SICK LEAVE

- *22.01 Sick leave means a period of time an employee is absent from work with full pay due to illness, disability or accident not covered by the Workers' Compensation Board of Nova Scotia.
- *22.02 Each employee is entitled to accumulate one and one-half (1 ½) days per month sick leave for each month an employee is employed to a total of eighteen (18) days per year (135 hours) and accumulating to sixty (60) days (450 hours) in total.
- *22.03 If an employee, due to illness, has to leave work during the first half of a shift, one (1) sick day shall be deducted for their accumulated sick days. If it occurs during the last half of a shift, no sick days shall be deducted from their accumulated sick days and employee shall be paid the remainder of the shift.
- *22.04 An employee claiming entitlement to sick leave may be required to produce a doctor's certificate for illness in excess of two (2) continuous working days. If such medical certificate is not procured within one (1) week, the employee shall have no claim for pay in respect of this absence from work.
- *22.05 In any case of absence of an employee due to sickness, the matter shall be reported to the Administrator's Office. Where it is an a.m. shift at least one (1) hour prior to the time that such employee's shift commences, and where it is the p.m. shift, at least two (2) hours prior to the time that such employee's shift commences.
- *22.06 If an employee calls in sick and they are unaware of the duration of the sickness, then the employee must call in on a daily basis in order for the Home to maintain proper scheduling or until a doctor has put the employee off for an extended period.

Sick leave of less than one (1) month, the employee shall give one (1) days' notice. Between one to three (1 to 3) months sick leave, five (5) days' notice. Over three (3) months of sick leave, the employee shall give two (2) weeks' notice of their intended return to work.
- *22.07 Fraudulently applying for and/or obtaining sick leave may be cause for discipline by the Employer.
- *22.08 The Employer shall provide an employee with a statement of their sick leave accumulated on a quarterly basis.
- *22.09 Where no one other than the employee can provide for the needs during illness of a member of the immediate family (as defined in Article 24.01), an employee shall be entitled, after obtaining approval from the Employer, to use up to a maximum of five (5) accumulated sick leave days per illness for this purpose.

*22.10 Sick leave for part time employees shall be pro-rated to a full-time employee and only receive benefits for scheduled hours worked.

*22.11 Sick leave shall not be granted or accumulated to an employee who is on an unpaid leave of absence.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 An employee may request leave of absence without pay for personal reasons. Such request shall be in writing to the Administrator or their delegate two (2) weeks in advance prior to the day leave is required unless such notice is not reasonably possible. The leave may be granted for up to one (1) year to any employee with good and sufficient cause. The granting or refusal of such leave shall be at the discretion of the Employer but shall not be unreasonably withheld. In cases of emergency, the remittance for requested time limits in this clause could be waived. If the employee wishes to continue their benefit coverage, they must contribute the full share of the premium for the duration of the absence providing the Employer with post-dated cheques. Failure to pay premiums within thirty (30) days will result in a lapse of coverage.

23.02 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in Labour-Management meetings and Health and Safety meetings.

23.03 Leave for union business

Upon request, and giving two (2) weeks' notice, an employee selected or appointed to represent the Union at conventions or to attend meetings of the Canadian Union of Public Employees, Local 3215, its affiliates or chartered bodies, shall be eligible for leave of absence without pay to attend such conventions or meetings. It is understood that the total amount of time spent in attendance at such meetings shall be limited to a maximum of twenty (20) working days per year for one (1) employee. In the event of less than two weeks' notice, the Employer may grant the request if it is operationally possible.

23.04 (a) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications for positions with the Employer.

(b) Employees shall be entitled to take unpaid leaves for the purpose of education. These leaves may mean individual days or an agreed period of time. Approval of such leaves shall not be unreasonably denied.

***23.05 Jury duty / court leave**

(a) When an employee is called for jury duty or is subpoenaed to appear as a witness during scheduled working hours, they upon presenting appropriate proof (e.g. Notice of Jury Duty or subpoena) shall be granted paid leave from work for the hours or required attendance without loss of seniority or benefits.

(b) If the employee is not called to serve on a jury at a time during the term of the Court, they shall return to the home and resume their normal shift if there are more than three (3) hours work remaining.

(c) Time spent by an employee required to serve as a Court or Arbitration witness in any matters arising out of their employment shall be considered as time worked and shall be paid at the straight time rate. However, this does not pertain to any arbitration proceedings when the employee would appear as a witness for the Union.

- (d) Payment received for jury service or witness fees, excluding expenses for meals or travel shall be paid to the Employer.

*23.06 The Employer agrees that employees with three (3) years employment, who wish to further their education, may be permitted up to one (1) year of education leave without pay. Any benefits based on service and seniority shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which they held prior to the education leave.

*23.07 Employees shall be allowed a leave of absence with pay up to a maximum of two (2) days per calendar year (non-accumulative) in case of a serious fire or flood within the employee's household.

23.08 Leave of absence without pay

To continue coverage during any period of leave without pay, the employee shall pay the employee's share of medical, group life and disability premiums. (The Employer will continue its share of the premiums.) If not paid within thirty (30) days, coverage will lapse.

***23.09 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:

- (1) take the absent time as unpaid; or
- (2) deduct the absent time from accumulated overtime, holiday time or vacation; or
- (3) when the employee has no entitlement to accumulated paid leave, the employee may, with approval of the Employer, make up the absent time as the scheduling allows; or
- (4) with permission from the Employer, the employee may exchange a shift with another employee.

***23.10 Preventative Medical/Family illness**

To facilitate the employee's personal preventative medical care, and/or specialist appointments or in the case of illness of a member of the employee's immediate family meaning spouse (wife, husband, common-law, same-sex partner), child, step-child, ward, or parents, whether or not living with the employee, or any other relative of the employee who permanently resides with the employee, and when no one else other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying their Employer, leave with pay for up to **seven (7)** paid days (i.e. **52½** hours) a year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulation as provided for in Article 22. Immediate family in this article means there is a current relationship at the time this benefit is claimed.

23.11 Domestic Violence

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

ARTICLE 24 – BEREAVEMENT LEAVE

- *24.01 (a)** When the death of a member of an employee's immediate family occurs, the employee shall be granted five (5) consecutive calendar days (with pay if scheduled to work) immediately following the death. Immediate family is defined as spouse, common-law spouse, child, step-child, sister, brother, ward, parents, step-parents, mother-in-law, father-in-law, grandparents and grandchildren.
- (b) Other Family Members**
Employees shall be entitled to one (1) days leave with pay in order to attend the funeral of an aunt or uncle, provided that the day of the funeral is on a scheduled work day of the employee.
- *24.02** When the death of a member of an employee's close family occurs, the employee shall be granted three (3) consecutive calendar days (with pay if scheduled to work) plus if the employee desires, two (2) additional days without pay or take time owed if available. Close family is defined as son-in-law, daughter-in-law, sister-in-law, brother-in-law and spouse's grandparents. If this member of the close family permanently resides with the employee, they shall be considered immediate family.
- *24.03** An employee shall be granted two (2) additional days of bereavement leave with pay if a member of their immediate family is buried outside the province, and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.
- *24.04 Additional Days**
In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant any additional leave without pay as required.
- *24.05 Death occurring during employee's working hours**
- (a)** If a death occurs in the immediate family of an employee when said employee is at work, said employee shall be granted compassionate leave with pay for the remainder of the shift for that day. This part shift does not count as one of the entitled bereavement days.
- (b)** An employee on leave of absence, or workers' compensation shall not be eligible for bereavement leave.
- *24.06** In the event of a death of a fellow worker, the Union may have one (1) person from the department involved and one (1) Union representative to attend the funeral in town and surrounding areas up to 100 km radius without pay provided adequate staffing is maintained.
- *24.07** Where an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option.
- *24.08** Permanent Part-time employees shall receive the benefit of Article 24.01 based on the average number of shifts worked over the previous six (6) months.

ARTICLE 25 – MATERNITY, PARENTAL & ADOPTION LEAVE

25.01 Pregnancy and parental leave are available as provided in the Nova Scotia *Labour Standards Code*. For ease of reference, an outline of those provisions is set out here.

25.02 Pregnancy Leave

- a) A pregnant employee is entitled to an unpaid leave of absence of up to sixteen (16) weeks are pregnancy leave and up to another unpaid sixty-one (61) weeks as parental leave to be taken immediately after the pregnancy leave;
- b) An employee shall give the employer at least four (4) weeks' written notice for pregnancy leave;
- c) The Employer may request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery;
- d) Pregnancy leave shall begin on the date the employee determines but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;
- e) Pregnancy leave shall end on the date as the employee determines, but not later than sixteen (16) weeks after the pregnancy leave began. If the employee then takes parental leave, it shall begin and end in accordance with other provisions of this article.

25.03 Pregnancy Leave – Employer Requirement

The Employer may require an employee to commence a leave of absence without pay where a pregnant employee cannot reasonably perform the employee's position or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the employee's ability to work.

***25.04 Pregnancy Sick Leave**

Leave for illness of an employee arising out of or associated with an employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 25, may be granted sick leave in accordance with the provisions of Article 22.

25.05 Parental Leave and Child Birth

- a) The parental leave of an employee who has taken pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:
 - (i) shall begin immediately upon completion of the pregnancy leave, without the employee's returning to work; and
 - (ii) shall end no later than sixty-one (61) weeks after the parental leave began as determined by the employee, subject to the employee giving at least four (4) weeks' notice of the date upon which the leave will end. In

no case shall the combined pregnancy and parental leaves to which an employee is entitled exceed a maximum of seventy-seven (77) weeks.

25.06 Parental Leave and Adoption

Parental leave is also available to an employee who becomes a parent of one or more children other than a parent who gave birth to the child. That parental leave shall be for a period of up to seventy-seven (77) weeks. This leave:

- (i) shall begin on such a date coinciding with or after the birth of the child as the employee determines; and
- (ii) shall end not later than seventy-seven (77) weeks after the child or children first arrive in the employee's home.

Adoption leave is available to an employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children. That employee is entitled to a leave of absence of up to seventy-seven (77) weeks. This leave:

- (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
- (ii) shall end no later than seventy-seven (77) weeks after the leave began.

An employee adopting a child shall also be granted one (1) day of leave with pay for the purpose of adoption of the child. This leave may be divided into two (2) periods and granted on separate days. If both adoptive parents are eligible for leave under a collective(s) between the Union and the Employer, the amount of paid leave taken under this clause by either one or both parents shall not exceed one (1) day.

25.07 Proof of Eligibility

To qualify for pregnancy and/or parental leave or adoption leave, the Employer may require an employee to provide proof of eligibility.

25.08 Pregnancy/Parental/Adoption Leave Notice

a) The employee shall provide the Employer with at least four (4) weeks' notice of the date the employee intends to begin pregnancy and/or parental leave. That notice and start date of the leave may be amended:

- (i) by changing the date in the notice to an earlier date for medical reasons as verified by a legally qualified medical practitioner. In such cases the employee will provide as much advance notice of the revised start date of the leave as is possible; or
- (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally scheduled date; or
- (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.

- b) Where notice is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer with as much notice as is reasonably practicable of the commencement of the employee's leave or return to work.
- c) The Employer shall not terminate the employment of an employee because of the employee's pregnancy.

25.09 Pregnancy/Parental/Adoption Leave Deferral

If an employee is entitled to pregnancy/parental/adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice. An employee is entitled to only one (1) interruption and deferral of parental leave.

***25.10 Return to Work**

When an employee reports for work upon the end of a pregnancy/parental/adoption leave, the employee shall resume work in the position held by the employee immediately before the leave began or in a comparable position within the workplace if their position has been eliminated.

***25.11 Service and Seniority Continuation**

While on pregnancy/parental/adoption leave, a regular employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the employee's service and seniority shall be deemed to be continuous.

***25.12 Group Benefit Plan Continuation**

- a) While an employee is on pregnancy/parental/adoption leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave. Failure to pay premiums within thirty (30) days will result in a lapse of coverage;
- b) Vacation, sick leave, and other related credits will not accrue during pregnancy/parental or adoption leave.

Note: In all cases, any medical certificate required in relation to the leaves in Article 25 must be acceptable to the Employer.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.01 The Employer shall pay employees every second Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

26.02 Employees shall receive equal pay for equal work, regardless of sex.

- 26.03 In the event of termination of employment of an employee, the Employer and/or the employee are required to give notice in accordance with the Labour Standards Code of Nova Scotia.
- 26.04 Any employee covered by this Agreement who is temporarily assigned to another classification listed in Appendix "A" annexed hereto for which the rate of pay is higher than the rate of pay for such employee's regular position, shall receive the higher rate of pay while so employed. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.
- 26.05 Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 26.06 **Shift premium**
All employees shall receive a shift premium for all regular hours worked between 1800 hours and 0600 hours of **\$2.25** per hour.
- The shift premium rate shall increase to two dollars and thirty-five cents (\$2.35) per hour, effective the date of ratification, and shall be applicable to all hours worked, including overtime hours worked, between 1800 hours and 0600 hours.**
- 26.07 **Weekend premium**
All employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday of **\$2.25** per hour.
- The weekend premium rate shall increase to two dollars and thirty-five cents (\$2.35) per hour, effective the date of ratification, and shall be applicable to all hours worked, including overtime hours worked, between midnight Friday and midnight Sunday.**
- 26.08 **Shortfall in paycheck**
Any shortages in an employee's pay cheque that is a result of a calculation error shall be adjusted and paid no later than the end of the next banking day. Any shortages in an employee's pay cheque that is a result of the employee not signing in shall be paid the next pay period.

ARTICLE 27 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS

- 27.01 The Employer and the Union agree to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. The job descriptions shall be attached to this Agreement as Appendix "B" hereto. These descriptions shall become the recognized job descriptions.
- 27.02 The parties acknowledge and agree that any proposed changes or elimination of existing job classifications within the bargaining unit shall be mutually agreed by the Employer and the Union before they are implemented. If no Agreement is reached, the matter shall be referred to grievance/arbitration.
- 27.03 When a position not covered in Appendix "A" is established during the term 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 new classification and/or 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.

ARTICLE 28 - EMPLOYEE BENEFITS

***28.01 Workers' compensation**

This provision shall become effective on the date of signing. This provision shall not apply to casual employees. This provision shall replace any existing provisions for Workers' Compensation.

- (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) **The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHE Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of receipt of WCB benefits. This shall not determine the Employee's eligibility to participate in the Plans.**
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) Failure to pay premiums within 30 days will result in a lapse of coverage.

Representatives with CUPE will form a working committee with representatives of the Employers in this sector to research current practices and to develop an Administrative Guideline to be issued to each Employer with this language such that the resulting payments to employees comply with this clause.

- (g) An Employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the Employee continues to receive WCB benefits for the time worked.**

28.02 Group Life, LTD and extended health

- (a) The Employer shall pay for all eligible employees 50% of the life insurance premiums and 50% of the long-term disability plan premiums and 65% of the extended health plan premium. Life insurance and LTD are mandatory.**
- (b) All full-time employees and part time employees shall, after completing their probationary period and subject to the rules and regulations of the plan, are eligible to join the long-term disability plan.**
- (c) Nova Scotia Health Employees' Pension Plan (NSHEPP)**
Upon enrolment in the pension plan, the terms of the Plan respecting eligibility and levels of contribution shall apply.
- *(d) Dental benefits will be made available to permanent employees in the bargaining unit effective January 1, 2014.**
- *(e) Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.**
- *(f) Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.**

28.03 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 not 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 29 – HEALTH AND SAFETY

- 29.01 The Union and the Employer shall cooperate through the Health and Safety Committee as per provincial legislation, in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.
- 29.02 Employees working in unsanitary or dangerous jobs shall be supplied with all the necessary safety equipment and protective clothing.
- 29.03 The Health and Safety Committee shall receive a copy of each accident report as soon as possible after the incident/accident.
- 29.04 Union members assigned to the Health and Safety Committee shall be entitled to time off from work with no loss of seniority, benefits or earnings to attend seminars sponsored by government agencies, employer or the union for instruction, and upgrading on health and safety matters.
- 29.05 The Employer shall continue its current practice of providing flu vaccine free of charge to employees.
- 29.06 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 30 – GENERAL CONDITIONS

- 30.01 **Plural or feminine terms may apply**
For the purposes of this Agreement, the masculine shall be deemed to include the feminine and the plural indicate the singular and vice-versa as the context may require.
- 30.02 The Employer shall provide the Union with a bulletin board which will be for the sole purpose of passing on Union information.

ARTICLE 31 – PRESENT CONDITIONS AND BENEFITS

- 31.01 All provisions of this Agreement are subject to applicable laws, now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

ARTICLE 32 – NO STRIKE/LOCKOUT

- 32.01 The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strikes, walkouts, slowdowns or other action by employees which will stop, curtail or interfere in any way with the operation of the Employer during the term of this Agreement.

ARTICLE 33 – JOB SECURITY

- 33.01 **No contracting out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee during the life of this Agreement.

33.02 The home will provide parking on a first come first service basis for staff, and it shall continue to be at no charge to the employee.

ARTICLE 34 – RETROACTIVE PAY

34.01 Wages for all employees shall be retroactive to November 1st, 2020, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retro-activity upon giving the employer notice within thirty (30) days of the signing of this agreement.

ARTICLE 35 – DURATION AND TERMINATION OF AGREEMENT

35.01 This Collective Agreement shall be in force from November 1st, 2020 to October 31st, 2023 and thereafter from year to year unless and until either the Employer or the Union shall give notice to the other, as hereinafter provided, that it desires that this Agreement shall be revised, modified, amended or that the terms and conditions of a new Agreement to be negotiated to replace this Agreement. Such notice, to be effective, must be in writing and served in the following manner:

- (1) If given by the Employer, it must be served by personal service or registered mail upon the President or Secretary of the Union.
- (2) If given by the Union, it must be served either by personal service or registered mail upon the Administrator.
- (3) It must be served upon the President or Secretary of the Union, or upon the Administrator, whichever is applicable, at least sixty (60) days prior to the expiry date of the Agreement in any year in which the Agreement is to be negotiated.

DATED AT Amherst this 1st day of March, 2024.

FOR THE EMPLOYER:

K. Maltby

FOR THE UNION:

Marnie Moreau
Siava Dickie

APPENDIX "A" – Wage Schedule

RCA II (without course)		2020/10/31	2020/11/1	2021/11/1	2022/2/10	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	DOH SET	3.00%	0.50%
Start	Annual Hrly	\$35,821 18.3697	\$ 36,358 18.6453	\$ 36,904 18.9250	\$ 37,634 19.2995	\$ 38,763 19.8785	\$ 38,957 19.9779
After 1 Year	Annual Hrly	\$36,556 18.7467	\$ 37,104 19.0279	\$ 37,661 19.3133	\$ 38,391 19.6879	\$ 39,543 20.2785	\$ 39,741 20.3799
After 2 Years	Annual Hrly	\$37,265 19.1103	\$ 37,824 19.3969	\$ 38,391 19.6879	\$ 39,146 20.0751	\$ 40,321 20.6774	\$ 40,522 20.7808
After 3 Years	Annual Hrly	\$37,973 19.4733	\$ 38,543 19.7654	\$ 39,121 20.0619	\$ 39,879 20.4508	\$ 41,075 21.0643	\$ 41,281 21.1696
After 4 Years	Annual Hrly	\$38,683 19.8374	\$ 39,263 20.1350	\$ 39,852 20.4370	\$ 40,635 20.8385	\$ 41,854 21.4637	\$ 42,063 21.5710
RCA I/CCA		2020/10/31	2020/11/1	2021/11/1	2022/2/10	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	DOH SET	3.00%	0.50%
Start	Annual Hrly	\$36,530 18.7333	\$ 37,078 19.0143	\$ 37,634 19.2995	\$ 44,660 22.9026	\$ 46,000 23.5896	\$ 46,230 23.7076
After 1 Year	Annual Hrly	\$37,265 19.1103	\$ 37,824 19.3969	\$ 38,391 19.6879	\$ 45,572 23.3703	\$ 46,939 24.0714	\$ 47,174 24.1917
After 2 Years	Annual Hrly	\$37,998 19.4862	\$ 38,568 19.7784	\$ 39,146 20.0751	\$ 46,502 23.8472	\$ 47,897 24.5626	\$ 48,137 24.6854
After 3 Years	Annual Hrly	\$38,709 19.8508	\$ 39,290 20.1485	\$ 39,879 20.4508	\$ 47,451 24.3338	\$ 48,875 25.0639	\$ 49,119 25.1892
After 4 Years	Annual Hrly	\$39,443 20.2272	\$ 40,035 20.5306	\$ 40,635 20.8385	\$ 48,419 24.8303	\$ 49,872 25.5752	\$ 50,121 25.7030

Dietary Worker, Environmental Services		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	\$1,950	3.00%	0.50%
Probationary Rate	Annual Hrly	\$34,141 17.5082	\$ 34,653 17.7708	\$ 35,173 18.0374	\$ 37,123 19.0374	\$ 38,237 19.6085	\$ 38,428 19.7066
Regular Rate	Annual Hrly	\$34,724 17.8072	\$ 35,245 18.0743	\$ 35,774 18.3454	\$ 37,724 19.3454	\$ 38,855 19.9258	\$ 39,050 20.0254
Cook(non- Journeyman)		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31	
		0.50%	1.50%	1.50%	3.00%	0.50%	
Probationary Rate	Annual Hrly	\$43,095 22.1000	\$ 43,741 22.4315	\$ 44,398 22.7680	\$ 45,729 23.4510	\$ 45,958 23.5683	
Regular Rate	Annual Hrly	\$43,827 22.4754	\$ 44,484 22.8125	\$ 45,152 23.1547	\$ 46,506 23.8493	\$ 46,739 23.9686	
Cook(Journeyman)		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31	
		0.50%	1.50%	1.50%	3.00%	0.50%	
Probationary Rate	Annual Hrly	\$47,096 24.1518	\$ 47,802 24.5141	\$ 48,519 24.8818	\$ 49,975 25.6282	\$ 50,225 25.7564	
Regular Rate	Annual Hrly	\$47,895 24.5615	\$ 48,613 24.9300	\$ 49,343 25.3039	\$ 50,823 26.0630	\$ 51,077 26.1933	
Maintenance		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31	
		0.50%	1.50%	1.50%	3.00%	0.50%	
Probationary Rate	Annual Hrly	\$44,311 22.7236	\$ 44,976 23.0644	\$ 45,650 23.4104	\$ 47,020 24.1127	\$ 47,255 24.2333	
Regular Rate	Annual Hrly	\$45,063 23.1092	\$ 45,739 23.4559	\$ 46,425 23.8077	\$ 47,818 24.5219	\$ 48,057 24.6445	

notes:

1. All hourly rates are based on 1950 hours.
2. For greater clarity, part-time employees will receive the same hourly rate as full-time employees based on hours worked.
3. Any red circled employee will continue to be red circled until the rate for the position matches or exceeds the red circled rate at which time the employee will receive the rate of pay for the position.

4. **General Economic Increases**

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

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

5. **Classification Adjustments**

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

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

APPENDIX "B" - Casual Employees
CASUAL EMPLOYEES - TERMS OF INCLUSION

WAGES & BENEFITS

- Section 1: (a) In lieu of the benefits provided to employees under the collective agreement, Casual employees shall be compensated with a supplementary payment equal to:
- (i) six percent (6%) of their earnings in each bi-weekly pay period. This payment will represent four percent (4%) for vacation and two percent (2%) for all other benefits;
 - (ii) **Eight (8%) of their earnings in each bi-weekly pay period after completing 1950 hours of service;**
 - (iii) **Eleven (11%) of their earnings in each bi-weekly pay period after completing 3900 hours of service.**

These increments will become effective on the date of signing of this collective agreement. There shall be no retroactive payments made.

- (b) **A Casual Employee, who has been awarded a posted temporary assignment that exceeds twelve (12) continuous weeks, in accordance with Article 16.08 (a), shall accrue vacation, sick and holiday time while working the temporary assignment. Such time shall be used during the temporary assignment. If upon the completion of the temporary assignment the employee reverts to casual status, any accrued vacation and holiday time, not used, shall be paid out. Any unused sick time will remain in the employee's sick bank for future use. If the employee goes into a permanent position, they shall keep the accrued vacation, holiday and sick hours for future use.**
- (c) A casual employee who works on a holiday (**See list in Article 20.01**) shall be paid at the rate of time and one-half (1 ½) for the hours so worked. A casual employee, however, is not entitled to an additional day. This benefit is included in the two percent (2%) benefit paid to all casual employees under **(a) above**.

GROUP BENEFITS

- Section 2: (a) Casual employees shall be entitled to participate in the group life, group health and/or pension plan in accordance with the eligibility provisions of the respective benefit plans.
- (b) The Employer agrees to participate in the fifty percent (50%) cost sharing of the respective benefits as provided to regular employees under the Collective Agreement but only for those casual employees agreeing to pay their respective share while participating in the group life, group health and/or pension plan.

SCHEDULING

- Section 3: (a) Casual employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts canceled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a canceled shift, the casual employee shall be provided with work or be paid for four (4) hours for the canceled shift.
- (b) The assignment of casual employees for available shifts shall be on the basis of availability and assigned at the Employer's discretion. Such shifts shall be distributed as equitably as possible.

AVAILABILITY

- Section 4: (a) Casual employees shall confirm to the Employer in writing the extent of their availability for shifts. This shall be done three (3) weeks prior to the schedule being posted.
- (b) Casual employees who have indicated an availability to work, may be assigned shifts in accordance with operational requirements.
- (c) Where the availability status of a casual employee changes from that previously accepted by the Employer, the casual employee must indicate the extent of the change in availability in writing to the Employer. Such changes require the approval of the Employer. Such approval shall not be unreasonably denied.
- (d) Casual employees must be available for at least one (1) weekend a month. Casual employees must be available for a variety of all shifts.

CASUAL SENIORITY

- Section 5: (a) A record as to the hours worked by a casual employee shall be maintained by the Employer and be made available to the Union. This record shall constitute the casual seniority list, updated at six (6) months in January and July. Seniority for each six (6) month period shall remain unchanged except for the purpose of filling permanent positions.
- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more casual employees are, deemed equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the casual employees with the greater casual seniority will be given preference.
- (c) Casual seniority shall only apply to the casual employee in accordance with the terms of Section 5(b).

DATE OF EMPLOYMENT

- Section 6: (a) Should a casual employee become a regular employee, the date of employment shall be the date of appointment to the regular position plus all hours worked as listed in Section 5(a) of this Appendix divided by 1950 hours.

- (b) In the event that a casual employee does not work forty (40) hours in a calendar quarter, excluding approved periods of unavailability or other mitigating circumstances, such employee will be dropped from the payroll and cease to be an employee.

COLLECTIVE AGREEMENT APPLICATION

Section 7: The provisions of the Collective Agreement apply to the casual employees except for the following provisions. Such provisions are indicated in the body of the Agreement with an asterisk (*).

4.01, 4.02, 4.06

15.01, 15.02, 15.03, 15.04, **15.05**

17.01, 17.02, 17.03, 17.04

18.05, 18.07

19.03, 19.04, 19.08, 19.09, 19.10

20.01, 20.02, 20.03, 20.04, 20.05, 20.06, 20.07, 20.08, 20.09, 20.10

21.01, 21.02, 21.03, 21.04, 21.05, 21.06, 21.07, 21.08, 21.09, 21.10

22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 22.08, 22.09, 22.10, **22.11**

23.05, 23.06, 23.07, **23.09**, 23.10

24.01, 24.02, 24.03, 24.04, 24.05, **24.06, 24.07, 24.08**

25.04, **25.10, 25.11, 25.12**

28.01, **28.02(d), 28.02(e), 28.02(f)**

Schedule A – Vacation Options

APPENDIX "C" - Modified work week
Modified Work Weeks (E.G. 12 Hour Shift)

(a) Where employees in a unit or department have indicated a desire to work a modified work week, the Employer may authorize experiments with a modified work schedule, providing operational requirements permit and the provision of services are not adversely affected and the costs of implementing or operating such schedule do not exceed normal operating expenditures.

(b) In the event a modified work week:

- (a) Does not result in the provision of satisfactory service to residents and the public;
- (b) Incurs an increase in costs to the Employer;
- (c) Is operational impractical for other reasons.

The Employer may require a return to regular times of work, in which case the Employees shall be provided with sixty (60) calendar days' notice of such change.

(c) Each twelve (12) hour shift will have forty-five (45) minutes of unpaid lunch breaks and forty-five (45) minutes of paid break time. The distribution of breaks and lunch times can be arranged with mutual agreement provided operation requirements permit.

The total paid time for twelve (12) hours shifts is 11 ¼ hours.

e.g. One (1) twelve (12) hour shift for sick leave = 1 ½ sick days.

One (1) twelve (12) hours shift for vacations = 1 ½ vacation days.

The Employer agrees to review and implement any twelve (12) hours shift schedule provided by CUPE Local 3215 that meets the above criteria. This twelve (12) hour shift schedule must have two-thirds (2/3) majority of the affected employees to agree with this schedule. This schedule shall not involve an extra cost to the Employer. The schedule shall revert back to a seven and one half (7 ½) hour schedule if fifty percent (50%) plus one (1) of the affected employees agree. The twelve (12) hour shift schedule will be given a four (4) month trial before a vote to revert back to seven and one-half (7 ½) hour shift schedule can be taken.

DATED AT Aurora this 1st day of March, 2024.

FOR THE EMPLOYER:

K. Maltby

FOR THE UNION:

Marlene Moseley
Debra Dickie

SCHEDULE 'A' - Vacation Options
***VACATION OPTIONS**

Principles – Maximum 1-week pay
Minimum Block = time off

Full time and part time employees only

- 21.01 (c) Earn 3 weeks (15 days) – 2-week (10 days) block + 1 week (5 days) random
Or
1 week (5 days) or pay
- 21.01 (d) Earn 4 weeks (20 days) – 2-week (10 days) block + 2 weeks (10 days) random
Or
1 week (5 days) random + 1 week (5 days) pay
- 21.01 (e) Earn 5 weeks (25 days) – 2-week (10 days) block + 2 weeks (10 days) random +
1 week (5 days) pay

In any of 21.01 (c, d, e) the total time can also be taken as time.

DATED AT Amherst this 1st day of March, 2024.

FOR THE EMPLOYER:

K. Malby

FOR THE UNION:

Marnie Moreau
Diana Dickie

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.

FOR THE EMPLOYER:

FOR THE UNION:







