

COLLECTIVE AGREEMENT

between

HAVEN MANOR (the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4998 (the "Union")

**(expiry date: March 31, 2026)**

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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 their relationship of good will and mutual respect between the Employer and the employees and 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 **Gender Neutral terms apply**  
**Regardless of the gender terms used in this Collective Agreement, it shall be read as including the masculine, feminine and gender-neutral pronouns and terms. Throughout this Agreement, the plural includes the singular and vice-versa as the context requires.**

1.03 Purpose of Agreement

The purpose of the 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 Management rights referred to in this Article shall be exercised without discrimination in a manner fairly and reasonably and consistent with the terms of this Agreement.

2.02 The Union recognizes that it is the right of the Employer to manage the Home in which it is engaged and without limiting the generality of the foregoing the Employer shall have the right to:

- (a) maintain order, discipline and efficiency;
- (b) operate and manage its business and direct the work force in accordance with its responsibilities;
- (c) determine the work to be performed and to establish standards, methods, procedures and schedules of operations;

- (d) determine the requirements, select, hire, transfer, promote, demote, classify, lay off, suspend, or discharge or otherwise discipline an employee for just cause, to increase or decrease working forces;
- (e) develop, revise and maintain reasonable rules and regulations to be observed by all employees;
- (f) all matters concerning the operation of the Employer's business not specifically dealt with in this contract shall be observed to be the management's responsibility;
- (g) the exercise of the foregoing rights shall not supersede the other specific provisions of this Agreement and this clause shall not prevent the processing of grievances under such other specific provisions.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees ("CUPE") and its Local 4998 as the sole and exclusive bargaining agent for all of its employees at Haven Manor, Halifax, Nova Scotia, as defined in the Certification Order No. 6339 of the Labour Relations Board of Nova Scotia excluding the Administrator, and those persons excluded by Section 2(2) of the *Trade Union Act*.
- 3.02 This Collective 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 Collective Agreement except as otherwise specified.
- 3.03 No employees or group 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 Collective Agreement.

### **ARTICLE 4 – DISCRIMINATION**

- 4.01 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 the Union.
- 4.02 **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 15.**

## **ARTICLE 5 - DEFINITIONS**

- 5.01 The Administrator is the administrator of Haven Manor, Halifax, Nova Scotia.
- \*5.02 Full time employees shall mean persons who have served the probationary period, are scheduled to work on a full time basis and who are normally employed in full time positions.
- \*5.03 Part time employees shall mean persons who have served the probationary period and who are regularly scheduled to work, less than the number of working hours in each working day or less than the full number of working hours in each week. Part time employees shall receive the conditions of employment and all the benefits of this Collective Agreement on a pro-rata basis except in those articles that are otherwise specified.
- 5.04 Probationary employees shall mean persons who have worked less than four hundred and fifty (450) hours. They become a member of the bargaining unit once probation is completed.
- \*5.05 A probationary employee shall have no seniority rights during the probationary period. After completion of **their** probationary period, **their** seniority shall date back to the date of hire. Probationary employees shall be entitled to all rights and benefits of the Collective Agreement unless otherwise specified.
- \*5.06 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 **pregnancy**, adoption, or parental leave, illness or other absence. Temporary employees will only access permanent positions through the posting process as per Article 15.
- 5.07 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 Article 15.01 & 15.04, 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 Collective Agreement as specified in Appendix "B".

- 5.08 "Working Day" means days exclusive of Saturday or Sunday or Holidays for administrative/clerical purposes only.
- 5.09 "Union" means the Canadian Union of Public Employees Local 4998.
- 5.10 "Employer" means Haven Manor.
- 5.11 **"Spouse" means a legal marriage partner or live-in partner who has been identified in writing by the employee to the Employer as the spouse. This includes any partner, regardless of gender, for all purposes under this Collective Agreement, but subject to the eligibility provisions of the respective Benefit Plans.**
- 5.12 **"Agreement" shall mean this Collective Agreement.**

#### **ARTICLE 6 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

- 6.01 All present employees and future employees who are included in this bargaining unit and have completed four hundred and fifty (450) hours of employment, as a condition of continued employment, shall become and remain members in good standing with the Union according to the Constitution and By-Laws of the Union.
- 6.02 The Employer shall deduct from every employee any dues in accordance with the Union Constitution and By-Laws.
- 6.03 Dues shall be deducted bi-weekly and forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Boulevard, Ottawa, ON K1G 0Z7 not later than the 15th day of the month following, accompanied by a list of the names and classifications of the employees from whose earnings the deductions were made.
- 6.04 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.
- 6.05 Dues receipts - The Employer shall include on the T-4 slips the amount of Union dues paid by each member in the previous year.
- 6.06 Union dues shall be deducted once the employee has completed the probationary period.
- 6.07 At the same time the Employer provides T-4 slips to employees, the Employer shall also provide to each employee in writing, the amount of premiums for the group health and medical plan they paid in the previous year.

## **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 The Employer acknowledges the rights of the Union to appoint or otherwise select two (2) Stewards. The names, addresses and phone numbers of the Stewards shall be given to the Employer in writing.
- 7.02 The Employer will grant leave with pay for a one (1) person negotiating committee for a combined total of twenty-one and one-half (21½) hours. To be eligible for pay, the employee must have been scheduled to work. Eligibility for pay is only for the time the parties meet and does not include conciliation.
- 7.03 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. During the period of absence they shall not suffer any loss of wages or benefits due to these activities. If a steward is not present, a member of the executive may attend on their behalf.
- 7.04 The Union shall have the right to have the assistance of a representative of CUPE or any other advisor to enter the Employer's premises during the hours of employment to discuss specific matters pertaining to this Collective Agreement or negotiations, with the Administrator or their delegate, provided they first arrange by phone an appointment at a time mutually agreeable.
- 7.05 The Employer shall provide the Union with a bulletin board which will be for the sole purpose of passing on Union information provided that all notices are signed by a union official.
- 7.06 The Employer shall make available to the Union on request, information relevant to the bargaining unit, such as job descriptions, positions in the unit, job classifications, wage rates, financial information pertaining to covered employee welfare plans and non-confidential information required for collective bargaining purposes provided that such information can be obtained without additional cost to the Employer.
- 7.07 **Employee/Member Contact Information**  
The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) The name of each employee
  - (b) The mailing address and telephone number (if available) of each employee;
  - (c) The personal email address of each employee (if available); and
  - (d) The employee's employment status (such as full-time, part-time, temporary, or casual)

To ensure accurate information all employees shall annually and no later than March 31<sup>st</sup> of each year, confirm their current mailing address, telephone number,

and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

- 7.08** The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

#### **ARTICLE 8 - ACQUAINT EMPLOYEES**

- 8.01** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. Copies of the Collective 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.

#### **ARTICLE 9 – CORRESPONDENCE**

- 9.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to or from the Administrator or their delegate to the President or their designate of this Union. Should the Union wish to have it mailed, they will supply the Employer with a post office box number.

#### **ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE**

- 10.01** The Employer and the Union agree to establish a Labour-Management Committee consisting of one (1) representatives of the Union and one (1) representatives of the Employer. A resource person from either party may attend if so invited. The Regional Representative of CUPE and the Labour Consultant will be ex officio members and may attend at any time with forty-eight (48) hours notice unless otherwise mutually agreed. The Committee shall attempt to foster good communications and effective relationships between the parties and a spirit of cooperation and goodwill within the Home, the end goal of which is the improved service to the residents, and working conditions for the employees.
- 10.02** The committee shall consider such items affecting the Employer's operations and the relationships between the Employer and the employees. Meetings shall be called not less than three (3) times a year or any other time as may be required by the Chairperson or by a majority of the Committee members. A notice of meeting and an agenda shall be circulated to the members of the Committee at least five (5) workdays before the meeting. Minutes will be recorded and distributed.
- 10.03** An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either the Union or its members or the Employer

to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward shall assist any employee which the Steward represents, in preparing and presenting **their** grievance in accordance with the grievance procedure.
- 11.02 The Union shall appoint two (2) shop stewards and shall notify the Employer in writing of **their** name(s) before the Employer is required to recognize **them**. The Union shall supply the Employer with the names 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.
- 11.03 A grievance is any dispute or difference arising out of the interpretation, application, or administration of this Agreement or any allegation that this Agreement has been violated and includes any question as to whether a matter is arbitrable. Should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner, but excluding weekends and statutory holidays.

### **Step 1**

The aggrieved employee(s) will first discuss the incident with **their** immediate supervisor and shop steward within three (3) working days of the incident in question. The supervisor shall answer within three (3) working days of the discussion.

### **Step 2**

Failing satisfactory settlement, or the expiry of the time limit in Step 1, the Union may within five (5) working days present **their** grievance in writing to the Administrator or **their** delegate. The written grievance shall include a statement of the matter in dispute, the article(s) violated, and the potential remedy or relief sought. The Administrator will convene a meeting within five (5) working days of the receipt of the written grievance to discuss the situation with the employee(s) and the shop steward/representative. The Administrator will provide a written response within three (3) working days of the meeting.

### **Step 3**

Failing satisfactory settlement, or the expiry of the time limit in Step 2, the Union may, within ten (10) working days, give notice in writing to the Administrator of its intent to refer the grievance to arbitration.

### **11.04 Meeting facilities**

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

- 11.05 Where an employee is required to attend a meeting with the Employer which concerns a reprimand, **verbal warning**, written warnings, suspension or discharge, the employee shall be accompanied by a shop steward or an executive member.
- 11.06 **Union representation**  
In any case where the employee(s) presents **their** grievance in person or in any case in which a hearing is held on a grievance at any level, the employee(s) shall be accompanied by a Steward or Executive Member, **as per Article 11.05**.
- 11.07 **Technical objection to grievance**  
No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error.
- 11.08 **Unsafe conditions**  
An employee or a group of employees who are required to work under unsafe, or unhealthy conditions shall have the right to file a grievance in Step 2 of the grievance procedure for preferred handling.
- 11.09 **Amendments**  
Any mutually agreed changes to this Collective Agreement shall be in writing and form part of this Collective Agreement, and are subject to the grievance and arbitration procedure.
- 11.10 **Policy grievance**  
Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 of this article may be by-passed.
- 11.11 **Union may institute grievance**  
The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in this Article. Such a grievance shall commence at Step 2.
- 11.12 **Replies in writing**  
Replies to grievances stating reasons shall be in writing at all formal stages.
- 11.13 **Employer may file grievance**  
The Employer may initiate a grievance by filing such with the Union President within two (2) 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 two (2) 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 three (3) days of the receipt of the reply or expiry 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.

**11.14 Time limits**

The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of both parties. Saturdays, Sundays, and statutory holidays are not included in the time limits of the grievance procedure.

11.15 In the matter of a grievance involving termination, Step 1 of the grievance procedure shall be by-passed.

**ARTICLE 12 - ARBITRATION**

12.01 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 single arbitrator, or its nominee to the 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. If an Arbitration Board is suggested, the two (2) nominees shall then select an impartial chairperson. Selection of a single arbitration shall be by mutual agreement between the parties.

**12.02 Failure to appoint**

If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a chairperson within fifteen (15) working days of their appointment, the appointment shall be made by the Minister of Labour, **Skills and Immigration** for the Province of Nova Scotia upon request of either party.

12.03 After the arbitrator or arbitration board, as the case may be, has been appointed, **they** or it shall convene a meeting within thirty (30) days with both parties present to deal with the matters(s) in dispute.

12.04 The board or arbitrator, as the case may be, 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.

**12.05 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 or Arbitrator shall not have the power to change this Agreement or alter, modify or amend any of its provisions.

**12.06 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.

**12.07 Expenses of the board**

Each party shall pay:

- (1) the fees and expenses of the nominee it appoints;
  - (2) one-half (1/2) of the fees of the Chairperson.
- 12.08 During the arbitration procedure, the parties shall have the assistance of any employee(s) concerned as a witness. Any cost related to witnesses shall be borne by the party who called the witness.
- 12.09 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

### **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 13.01 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.
- 13.02 Whenever the Employer or **their** 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 President of the Union.
- 13.03 In cases of discharge or suspension, the grievor may bypass Step 1 of Article 11.03 and go directly to Step 2.
- 13.04 Except for proven abuse or proven harassment, any formal entry which relates to an employee's conduct which could be used for the purpose of discipline, shall be placed in an employee's file for a period of eighteen (18) months for a suspension or disciplinary actions, and twelve (12) months for a reprimand, **verbal warning** or adverse report, and then be removed provided there have been no further incidents of a similar nature documented and placed on the file. 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 both the employee and the Union shall be required to acknowledge receipt of same.
- 13.05 An employee shall have the right to review copies of **their** file provided **they** first make an appointment two (2) days prior to such request. This may be only done twice per year, except in the case of a grievance.

### **ARTICLE 14 – SENIORITY**

- \*14.01 Seniority is defined as the length of service with the Employer. Seniority shall be effective only after an employee has completed a probationary period of four hundred and fifty (450) worked hours. Such employee may be terminated during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the date of hire.

\*14.02 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. Provided that an employee is qualified and is competently able to perform the required work, seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in the other provisions of this Agreement.

\*14.03 The Employer shall maintain a seniority list showing the date upon which employees' service with the Employer commenced. Where two or more employees commenced work on the same date, preference shall be given in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on the staff room bulletin board in January of each year. Employees shall advise the Employer within thirty (30) days of the posting if their position on the list is incorrect. If no contrary advice is received within that period, the list shall be deemed to be settled.

\*14.04 An employee shall only lose seniority in the event:

- (a) Employee is discharged for just cause and is not reinstated through the grievance or arbitration procedures.
- (b) Employee resigns and does not withdraw their resignation within two (2) working days.
- (c) Employee is laid off for a period of more than twelve (12) months.
- (d) Employee is absent for at least five (5) consecutive working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (e) Employee on lay off who fails to report for work within fourteen (14) calendar days after being notified by the Employer of their recall. In each case, the employee shall be notified by telephone or registered mail of such recall. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (f) The Employee fails to return to work following an approved leave of absence on the day set out when the leave was granted. In the event of unforeseen or emergency circumstances, at least one week prior to the expiry of the leave of absence, the Employee may request an extension of their leave of absence and the Employer, in their sole discretion, will determine whether the extension will be granted.

## **ARTICLE 15 - JOB POSTINGS, PROMOTIONS, AND STAFF CHANGES**

15.01 When it is determined that a vacancy shall be filled, including temporary vacancies expected to exceed twelve (12) weeks, 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.

- 15.02 Such notice shall contain at least the following information: nature of the position, knowledge required, education, ability, skills, wage level. Such qualifications shall be those necessary to perform the work required.
- 15.03 No application received from outside advertisements for any vacancy inside the bargaining unit shall be processed until the applications of present employees have been fully processed.
- 15.04 Both parties recognize:
- (1) the principle of promotion within the service of the Employer;
  - (2) that job opportunity shall increase in proportion to length of service and required qualifications;
  - (3) that in making staff changes, transfers or promotions within the bargaining unit, the appointment shall be made of the applicant with the greatest seniority and have the required qualifications and ability to perform the required duties. The appointment shall be made within two (2) weeks after the interview process is complete. If two (2) or more applicants have identical seniority, the position shall be awarded to the employee who applied for the position first.
- 15.05 The successful applicant shall be placed on a trial for a period of three hundred seventy-five (375) hours worked. The placement shall be conditional on satisfactory service. In the event the successful applicant, proves 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 or salary without loss of seniority. Any other employee promoted or transferred because of this arrangement shall be returned to their former position and wage or salary rate without loss of seniority.
- 15.06 Within seven (7) calendar days of the date of appointment, the name of the successful applicant shall be posted on the staff room bulletin board. The Union shall be notified of all promotions, hirings, transfers and terminations.
- 15.07 (a) In the event a temporary position is expected to exceed twelve (12) continuous weeks, the position shall be posted in accordance with Article 15.01.
- (b) Temporary positions of twelve (12) weeks or less shall be offered to a willing employee in accordance with seniority. When possible, this assignment shall be scheduled giving the employees as much notice as reasonably possible. In circumstances where there is no willing employee available for the temporary position, a casual employee shall be assigned.
- \* (c) Permanent employees shall have the right to apply for temporary positions which have been posted. If successful, the permanent employee shall have the right to revert back to **their** permanent position at the completion of the temporary position. While in the temporary position, permanent employees shall retain **their** right of permanent status, benefits, pension, etc. Any

other( employee affected by this arrangement shall also be returned to their former positions, wage or salary rate without loss of seniority .

- (d) **Once an employee accepts a temporary position, the completion of the time period of the temporary position 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.**

#### **ARTICLE 16 - LAYOFFS AND RECALL**

- \*16.01 A lay off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- \*16.02 In the event of lay off, employees shall be laid off in reverse order of seniority provided that those employees being retained are qualified and are able to competently perform the work required. Displaced employees shall have the right to bump any employee with less seniority provided that the employee is qualified and able to competently perform the work required.
- \*16.03 Employees shall be recalled in order of their seniority provided that those being recalled are qualified and able to competently perform the work required.
- \*16.04 No new employees shall be hired to fill a position until those laid off who have seniority have been given an opportunity for recall, provided they are qualified and able to perform the work.
- \*16.05 Unless legislation is more favourable for the employee, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- \*16.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

#### **ARTICLE 17 - HOURS OF WORK, OVERTIME & CALL BACK**

- 17.01 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.**
- 17.02 Each seven and one-half (7½) hour shift shall have a thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute rest periods, one (1) rest period in the first half of the shift and one rest period in the second half of the shift. In the case of employees working less than a seven and one-half (7½) hour shift, the rest period shall be pro-rated.

\*17.03 All full time employees are entitled to two (2) consecutive days off in each two (2) week pay period unless the employee otherwise agrees.

17.04 Except as may be otherwise mutually agreed, there shall be a minimum of twelve (12) hours between shifts.

\*17.05 Work schedules for employees shall be posted on a bulletin board two (2) weeks in advance. However, in the case of the Christmas work period the schedule shall be posted three (3) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee.

Except where the change is by mutual agreement between the employee and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours' notice prior to the start of the original shift, the employee shall be compensated at the overtime rate for each hour worked.

17.06 All time worked in excess of seven and one-half (7½) hours per day (**unless the employee is working a regularly scheduled shift of more than 7 ½ hours**) or seventy-five (75) hours bi-weekly (14 days) shall be considered overtime. Overtime shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate and when taken as time off shall be at the rate of one and one-half hours (1½) hours off for each overtime hour worked. **Overtime worked will be paid out on the next pay cheque for the pay period in which the overtime is worked.**

17.07 The Employer shall schedule on the basis of such factors as employee status, equitability 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;

17.08 An employee who is called in to work an extra shift within one (1) hour of the start of the shift, shall be given **one hour from the start of the shift** to report to work, **unless otherwise agreed by the Employer**, and will be paid for the full shift provided that **they** work to the normal end of the shift.

**17.09 Semi-Annual Time Change**

**The changing of daylight saving time to standard time, or vice versa, shall not result in the employee being paid more or less than their normal scheduled daily hours.**

## **ARTICLE 18 - WAGES & JOB CLASSIFICATION**

18.01 The Employer agrees to pay the wage rates attached to and forming part of this Collective Agreement as Appendix "A".

18.02 Where an employee is assigned temporarily to perform work in a classification in the bargaining unit that is paid at a lower rate than **their own** the employee shall receive **their** regular rate of pay for that assignment.

18.03 Where an employee is assigned temporarily to perform work in a classification in the bargaining unit that is paid higher than **their own** the employee shall receive the rate of higher classification.

18.04 If an employee wishes to work in a classification in the bargaining unit that is paid at a lower rate of pay than **their own** the employee shall receive the lower rate of pay.

18.05 Job classifications are set out in Appendix "A" of this Agreement and shall not be changed or eliminated without prior consulting the Union.

18.06 When any position not covered by Appendix "A" is established during the life 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 as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**18.07 Shift premium**

All employees shall receive a shift premium for all regular hours worked between 1900 hours and 0700 hours.

**The shift premium rate shall increase to three dollars and fifty cents (\$3.50) per hour, effective date of ratification.**

**Effective April 1, 2025 the shift premium rate shall increase to four dollars (\$4.00) per hour.**

**The shift premium shall be applicable to all hours worked, including overtime hours worked.**

**18.08 Weekend premium**

All employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday effective as follows:

**The weekend premium rate shall increase to three dollars and fifty cents (\$3.50) per hour, effective date of ratification.**

**Effective April 1, 2025 the weekend premium rate shall increase to four dollars (\$4.00) per hour.**

**The weekend premium shall be applicable to all hours worked, including overtime hours worked.**

- 18.09 Employees in classifications with increment steps shall advance to the next increment step on the employee's anniversary date.
- 18.10 **RRW/RCWs may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer of the RRW/RCW's previous experience as either an RRW or RCW for the purpose of initial placement on Appendix "A". The RRW or RCW must submit the evidence within 30 days of commencement of employment. A RRW/RCW will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.**

#### **ARTICLE 19 - STATUTORY HOLIDAYS**

- \*19.01 The Employer recognizes the following as paid holidays:

New Year's Day  
**Heritage Day**  
Good Friday  
Canada Day  
Labour Day  
**National Day for Truth and Reconciliation**  
Remembrance Day  
Christmas Day  
2 Floating Holidays

- \*19.02 In the event any of the above holidays fall on an employee's day off an additional day off with pay shall be granted by the Employer or the employee may elect to take the day's pay in lieu of a day off. Such additional day shall be agreed upon mutually between the employee and the Employer to be taken within thirty (30) days unless there is a provision in 19.06. An employee who works on a holiday shall be paid at the rate of time and one-half (1½) plus another day off with pay at a time mutually agreed.
- \*19.03 If one of the above holidays falls during an employee's annual vacation, the employee will receive the statutory holiday and **they** shall receive an extra day's vacation to be taken at the end of the vacation period or shall have one day's vacation credited to their record. Such decision must be agreed to mutually by the Employer and the employee.
- \*19.04 An employee shall have either Christmas Day or New Year's Day off on a rotational basis unless otherwise mutually agreed or pursuant with Article 17.08.
- \*19.05 The time for taking the floating holidays shall be mutually agreed between the Employer and the employee.
- \*19.06 If an employee's normal work day falls on a holiday listed in 19.01 **they** shall receive time and one-half (1½) of **their** applicable rate for all hours worked in addition to the regular day's pay or at **their** option another day off with pay as

mutually agreed or may be accumulated up to a total of five (5) days to be taken at the employee's request, if operational requirements permit, or if mutually agreed to be added to the employee's annual vacation. It is the employee's responsibility to inform the Employer of the days off desired.

\*19.07 Part time employees who work on a holiday shall receive payment in accordance with Article 19.02. For those holidays not worked, payment shall be made on termination of employment or at the first pay in December of each year (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.

\*19.08 Full time, **part-time and temporary** employees must work their regularly scheduled shift immediately prior to and following the holiday so as to qualify for the holiday. An employee is excused from this obligation if absent due to illness upon proof satisfactory to the Employer, bereavement or other leave, vacation or lay off.

19.09 Any hours that an employee works between the hours of 0001 hours and 2400 hours on one of the recognized holidays shall be compensated at the appropriate holiday premium rate.

\*19.10 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 type of leave will be made for that day except as otherwise provided in the Agreement.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **\*20.01 Paid Bereavement Leave**

(a) When the death of a member of an employee's immediately family occurs, the employee shall be granted five (5) consecutive calendar days (with pay if scheduled to work) immediately following the death.

(b) Immediate family is defined as spouse (wife, husband, common-law, same-sex partner), child, step child, ward, sister, brother, parents, step parents, mother-in-law, and father-in-law. **The "in law" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time the benefit is claimed.**

### **\*20.02 Other family members**

Employees shall be granted three (3) consecutive calendar days off (with pay if scheduled to work) for the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, and grandparent. 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.

**\*20.03 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.

**\*20.04 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.
- (b) An employee on leave of absence, or workers' compensation shall not be eligible for bereavement leave.

**20.05 Pregnancy and parental leave**

Pregnancy and parental leave are available as provided in the Nova Scotia *Labour Standards Code*.

**\*20.06 Right to deny**

Leave of absence will not be granted for the purpose of allowing an employee to take another position temporarily with another Employer, to try out new work excluding Union Leave, or venture into business for themselves.

**\*20.07 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 4998, its affiliates or chartered bodies, shall be eligible for leave of absence without pay or loss of benefits 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 fifteen (15) working days per calendar year for each of a maximum of one (1) employee.

**20.08 An employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to a leave of absence if the employee or a child of the employee experiences domestic violence in accordance with the *Labour Standards Code*.**

**ARTICLE 21- STRIKES AND LOCKOUTS**

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

## **ARTICLE 22 – VACATIONS**

\*22.01 A full time employee shall receive an annual vacation with pay in accordance with length of service.

- (a) Employees with less than one (1) year's service as of Apr 30<sup>th</sup> 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.
- (b) Employees with one (1) year's service but less than five (5) years service as of Apr 30<sup>th</sup> shall receive two (2) weeks vacation based on four percent (4%) of gross earnings to that day or two (2) weeks' pay, whichever is greater subject to 22.01(e).
- (c) Employees with five (5) years' service **but less than ten (10) years' service** as of Apr 30<sup>th</sup> 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 subject to 22.01(e).
- (d) **Employees with ten (10) years' service or more as of Apr 30<sup>th</sup> shall receive four (4) weeks vacation based on eight percent (8%) of gross earnings to that date or four (4) weeks pay, whichever is greater subject to 22.01(e).**
- (e) 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.

\*22.02 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.

\*22.03 Except for exceptional circumstances subject to agreement of the parties, no vacation of longer than two (2) weeks shall be taken between June 15<sup>th</sup> and September 15<sup>th</sup>.

\*22.04(a) The Employer shall post a list of employee vacation entitlements during the first week of February of each year and employees may indicate their preference for the time they wish to take their vacation, provided such request is made by March 1<sup>st</sup>. The schedule shall be approved by the Administrator and posted by March 31<sup>st</sup>.

- (b) Vacation schedules shall be posted by March 31<sup>st</sup> 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. After March 31<sup>st</sup> and upon giving three (3) days notice an employee may request vacation time and it shall be granted on a first come first served basis. Notwithstanding should two or more employees seek the same vacation time, such time shall be granted to the senior employee(s).

\*22.05 (a) An employee who becomes sick or disabled prior to their scheduled vacation period or if an employee becomes ill during a period of vacation, and the illness is for a period of longer than five (5) or more consecutive days and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee shall be granted sick leave and **their** vacation credits restored to the extent of the sick leave. The employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following Information:

- the date the employee saw the physician;
- the date the employee became ill;
- the nature of the illness; and
- the duration or expected duration of the illness.

(b) An employee shall be permitted to change vacation leave to sick leave, if during the vacation an employee is hospitalized and such hospitalization is supported by a medical certificate from a legally qualified medical practitioner from the attending hospital. An employee's vacation shall be restored to the extent of the period of the hospitalization. Vacation leave shall then be rescheduled at a time mutually agreed between the employee and the Employer.

\*22.06 Part time employees shall receive vacation entitlements as per Article 22.01 except that the pay will be on a prorated basis.

\*22.07 For full time employees vacation entitlements must be taken each year. Vacations earned in the current year from May 1st to Apr 30th are to be taken in the following year during May 1st to Apr 30th. Vacation cannot be taken in advance. Vacation must be and can only be taken in time. Vacation cannot be paid - except as under **Schedule A** – Vacation Options. No vacations will be scheduled between December 15th and January 7th unless mutually agreed between the Employer and the employee. Vacation may be carried over in extenuating circumstances. Requests for carry over will not be unreasonably denied.

\*22.08 No employee shall be requested to work during their scheduled vacation period. However, should an employee agree to work, **they** shall be paid at time and one-half (1½) the regular rate of pay plus one (1) vacation lieu day off for each day on which work was performed.

\*22.09 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 Collective Agreement.

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

23.01 (a) The Employer and the Union shall cooperate in continuing and perfecting the safety and health measures now in effect. The Employer shall follow and work closely with the new *Occupational Health & Safety Act*, and it will serve as the guidelines for safety practices within the Home;

- (b) The Employer and the Union will establish a Health and Safety Committee comprised of **two (2)** representatives from the Employer and **two (2)** members of the Union. This committee will meet on a monthly basis.

23.02 The Employer shall make reasonable provision for the health and safety of employees during hours of employment.

23.03 The Health & Safety Committee shall be notified of each accident or injury and may investigate the nature and cause of the accident or injury. Each compensable accident or injury shall be reviewed as to cause of accident or injury.

#### **23.04 Workplace Violence**

**The Employer, the Union and all employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. 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.**

##### **(a) VIOLENCE RISK ASSESSMENT**

**The Employer agrees to have a current violence risk assessment for all worksites in accordance with the provisions of the *Occupational Health and Safety Act* (the "OH&S Act").**

**The Employer agrees to update the violence workplace assessment for a worksite in accordance with the provisions of the OH&S Act.**

##### **(b) WORKPLACE VIOLENCE PREVENTION PLAN**

**The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with provisions of the OH&S Act. The plan will be available to all employees in accordance with the OH&S Act.**

##### **(c) TRAINING**

**The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace in accordance with the provisions of the OH&S Act. The training will include the following in accordance with provisions of the OH&S Act:**

- i. **The rights and responsibilities of employees under the OH&S Act.**
- ii. **The workplace violence prevention statement.**

- iii. **The measures taken by the Employer to minimize or eliminate the risk of violence.**
- iv. **How to recognize a situation in which there is a potential for violence and how to respond appropriately.**
- v. **How to respond to an incident of violence, including how to obtain assistance.**
- vi. **How to report, document and investigate incidents of violence.**

**(d) EMPLOYEES WHO EXPERIENCE VIOLENCE**

**Where an incident of violence has occurred in the workplace it will be reported to the Employer and joint Occupational Health and Safety Committee.**

**The Employer agrees to provide supports in accordance with the provisions of the OH&S Act to employees who experience violence in the workplace.**

**(e) NO REPRISALS**

**The Employer will not discriminate or retaliate against an employee who has reported an injury or an incident of workplace violence.**

**ARTICLE 24 - SICK LEAVE**

24.01 Sick leave is an indemnity not an acquired right. An employee who is absent from a scheduled shift on sick leave shall only be entitled to sick leave with pay if the employee is not otherwise receiving pay from the Employer (which includes, but is not limited to holiday pay, vacation pay, and paid leave of absence for that day) or from a third party insurer (including payments under the *Workers' Compensation Act*), and providing the employee has sufficient sick leave credits. Sick leave shall be considered to mean the period of time an employee is absent from work because of sickness or disability, or because of an accident from which compensation is not being paid under the *Workers' Compensation Act*. Except as provided in Article 25, no sick leave will be granted to an employee in case of sickness or accident which is compensable under the *Workers' Compensation Act*.

\*24.02 The Employer agrees that each employee is entitled to seven one-half (7½) hours (1) day for each of three hundred ninety (390) hours (52) days the employee works, to a maximum earned of five (5) days or thirty-seven and one-half (37½) hours per year. The maximum accumulation shall be three hundred and seventy-five (375) hours (50) days. Current banks are to be carried forward.

\*24.03 (1) Any employee covered by this Agreement while on sick leave with pay shall receive the applicable rate of pay from the Employer.

(2) Employees who are:

(a) **off for more than five consecutive working days; or**

- (b) **have had two or more non-consecutive absences in the preceding twelve (12) months**

may be required to produce a medical certificate from their doctor.

Where the Employer has reason to suspect that an employee is misusing sick leave, the Employer may put the employee on notice that **they** are required to produce a medical certificate for any illness.

- \*24.04 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) day's 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.
- \*24.05 Fraudulently applying for and obtaining sick leave may be cause for discipline up to and including discharge.
- \*24.06 In any case of absence of an employee due to sickness, the matter shall be reported where it is a day shift at least three (3) hours prior to the time that such employee's shift is to commence, and where it is an afternoon or night shift, at least three (3) hours prior to the time that such employee's shift is to commence. This notification must be done through the employee's immediate supervisor.

## **ARTICLE 25 - EMPLOYEE BENEFITS**

### **25.01 (a) Group Life, LTD and Extended Health**

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, be eligible to join the long term disability plan.

### **(c) Group RRSP**

Upon enrollment in the RRSP plan, the terms of the Plan respecting eligibility and levels of contribution shall apply.

### **25.02 Workers' compensation**

- (1) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in

the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

- (2) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (3) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (4) 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.
- (5) An employee shall not accrue any other benefits while on Workers' Compensation.
- (6) Failure to pay premiums within 30 days will result in a lapse of coverage.
- (7) This provision shall not apply to casual employees, except for 25.02(3).

25.03 All employees shall be covered by the *Workers' Compensation Act*. Accidents are to be reported immediately and will be submitted and administered in accordance with the Workers' Compensation Board.

**\*25.04 Leave of absence without pay**

- (a) 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.
- (b) For any leave of absence without pay of ten (10) days or more, vacation, sick leave and other related credits will not accrue.

**ARTICLE 26 - TRAINING**

**26.01 Training during normal work hours**

An employee required by the Employer to take training during their normal working hours will be paid their regular rate of pay while in training.

**26.02 Voluntary training**

Where training facilities are provided by the Employer on a voluntary basis, an employee taking advantage of such training will not be compensated.

26.03 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.

**ARTICLE 27 - CONTRACTING OUT**

\*27.01 The Employer shall not contract out work of the bargaining unit, if to do so would cause undue or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment, or have their hours of work reduced as a result of the Employer contracting out work.

**ARTICLE 28 - TERM OF AGREEMENT**

28.01 This Agreement shall be in effect for the period commencing on **date of signing** and ending March 31, **2026** and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

28.02 Wages for all employees shall be retroactive to April 1, **2021**, 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 retroactivity upon **applying** to the Employer in **writing** within **thirty (30) calendar** days of the signing of this Agreement.

Dated this *28* day of *June*, 2024.

Signed on behalf of

Haven Manor

CUPE Local 4998

*Leida P. Dwyer*  
\_\_\_\_\_

*Parahuil (Tara Reid)*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*J. Holloway*  
\_\_\_\_\_

**Appendix "A" Wage Schedule**

<b>Cook (non-journeyman)</b>			<b>2021-4-1</b>	<b>2022-4-1</b>	<b>2023-4-1</b>	<b>2024-3-31</b>	<b>2024-4-1</b>	<b>2025-4-1</b>
		<b>On Expiry</b>	1.50%	1.50%	3.00%	0.50%	3.00%	2.00%
Probationary rate	Annual Hrly	\$43,095 22.1000	\$43,741 22.4313	\$44,398 22.7682	\$45,729 23.4508	\$45,958 23.5682	\$47,337 24.2754	\$48,284 24.7608
Regular Rate	Annual Hrly	\$43,827 22.4754	\$44,484 22.8123	\$45,152 23.1549	\$46,506 23.8492	\$46,739 23.9688	\$48,141 24.6877	\$49,104 25.1815
<b>RRW (Previously RCW1)</b>			<b>2021-4-1</b>	<b>2022-4-1</b>	<b>2023-4-1</b>	<b>2024-3-31</b>	<b>2024-4-1</b>	<b>2025-4-1</b>
		<b>On Expiry</b>	1.50%	1.50%	3.00%	0.50%	3.00%	2.00%
Start	Annual Hrly	\$32,877 16.8600	\$45,330 23.2462	\$46,010 23.5949	\$47,390 24.3026	\$47,627 24.4241	\$49,056 25.1569	\$50,037 25.6600
After 1 Year	Annual Hrly	\$33,538 17.1990	\$46,256 23.7210	\$46,950 24.0769	\$48,358 24.7990	\$48,600 24.9231	\$50,058 25.6708	\$51,059 26.1841
After 2 Years	Annual Hrly	\$34,210 17.5436	\$47,199 24.2046	\$47,907 24.5677	\$49,344 25.3046	\$49,591 25.4313	\$51,079 26.1944	\$52,100 26.7179
After 3 Years	Annual Hrly	\$34,837 17.5651	\$48,163 24.6990	\$48,885 25.0692	\$50,352 25.8215	\$50,604 25.9508	\$52,122 26.7292	\$53,164 27.2636
After 4 Years	Annual Hrly	\$35,500 18.2051	\$49,145 25.2026	\$49,822 25.5808	\$51,379 26.3482	\$51,636 26.4800	\$53,185 27.2744	\$54,248 27.8195
<b>RCW 2 (without CCA)</b>			<b>2021-4-1</b>	<b>2022-4-1</b>	<b>2023-1-4</b>	<b>2024-3-31</b>	<b>2024-4-1</b>	<b>2025-4-1</b>
		<b>On Expiry</b>	1.50%	1.50%	3.00%	0.50%	3.00%	2.00%
Start	Annual Hrly	\$32,240 16.5333	\$41,209 21.1328	\$41,827 21.4498	\$43,082 22.0932	\$43,297 22.2037	44,596 22.8697	\$45,487 23.3267
After 1 Year	Annual Hrly	\$32,878 16.8605	\$42,050 21.5641	\$42,681 21.8876	\$43,961 22.5442	\$44,181 22.6569	\$45,506 23.3364	\$46,416 23.8031
After 2 Years	Annual Hrly	\$33,538 17.1990	\$42,909 22.0046	\$43,553 22.3349	\$44,859 23.0046	\$45,084 23.1200	\$46,436 23.8133	\$47,365 24.2897
After 3 Years	Annual Hrly	\$34,177 17.5267	\$43,784 22.4533	\$44,441 22.7903	\$45,774 23.4738	\$46,003 23.5913	\$47,383 24.2990	\$48,331 24.7851
After 4 Years	Annual Hrly	\$34,814 17.8533	\$44,678 22.9118	\$45,348 23.2554	\$46,709 23.9533	\$46,942 24.0728	\$48,350 24.7949	\$49,317 25.2908

All benefit provisions including premiums in this Collective Agreement shall come into effect on the signing date of the Collective Agreement.

Wages for all employees shall be retroactive to April 1, **2021** 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 retroactivity upon **applyingd to** the employer **in writing** within thirty (30) **calendar** days of the signing of this Agreement.

All current RRW's and RCW's as of the date of ratification shall be placed at step 5 of the wage scale effective April 1, 2022, or the date of hire if hired after April 1, 2022.

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

**WAGES & BENEFITS**

Section 1: In lieu of the benefits provided to employees under the Collective Agreement, casual employees shall be compensated with a supplementary payment equal to 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.

**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 cancelled 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 cancelled shift, the casual employee shall be provided with work or be paid for four (4) hours for the cancelled 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 quarterly in January, April, July and October.

(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.

**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: (a) 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 (\*).

5.02, 5.03, 5.05, 5.06

14.01, 14.02, 14.03, 14.04

15.07c

16.01, 16.02, 16.03, 16.04, 16.05, 16.06

17.03, 17.05

19.01, 19.02, 19.03, 19.04, 19.05, 19.06, 19.07, 19.08, 19.10

20.01, 20.02, 20.03, 20.04, 20.06, 20.07

22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 22.08, 22.09

24.01, 24.02, 24.03, 24.04, 24.05, 24.06

25.04

27.01

Schedule A - Vacation Options

Provincial 2013 Table Appendix

Dental Benefits

Appendix 1- Dental Plan

MOA Dental Plan

Appendix "C" - Casual Stat. Holiday Pay  
Letter of Understanding - (Casual Stat. Holiday Pay)

A casual employee who works on a holiday (See list 19.01) shall be paid at the rate of time and one-half (1½) 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 Appendix B.

Signed this 28 day of June, 2024.

Haven Manor

Linda P. Dwyer

[Signature]

CUPE Local 4998

Pauline (Toback)

Holloway

APPENDIX "F" - Application for Temp Vacancy

APPLICATION/AVAILABILITY FOR TEMPORARY VACANCY

I, \_\_\_\_\_ wish to apply for the temporary position posted

I wish to be considered for any and all fall-down positions, which may become available as a result of the original temporary posting.

Yes \_\_\_\_\_ No \_\_\_\_\_

If any positions become available in the \_\_\_\_\_ Department as a result of the posting of the temporary position, I wish to be considered.

Employee's appointment to any of the temporary positions which may become available as a result of the temporary job posting will be awarded the position subject to applicable provisions of Article 15 of the Collective Agreement.

## Provincial 2013 Table Appendix

### WCB - Cost Sharing of Pension Contributions

The Employer shall continue the eligibility of the employee and the Employer's cost sharing relationship with the employee so as to allow for the employee to continue in the 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 WCB period. This shall not determine the employee's eligibility to participate in the Plans.

This amendment will take effect date of ratification for those bargaining units that have a defined benefit pension plan.

### \*Dental Benefits

Dental benefits will be extended to those employees in bargaining units of participating employers not currently covered by such a plan in accordance with those provisions outlined in Appendix "1". Where applicable, cost share formulas for employees already covered by dental plans will be adjusted, also in accordance with Appendix "1".

### Appendix 1 - Dental Plan\*

Dental benefits and arrangements for the sharing of the costs of premiums will be extended to those employees not currently covered by such a plan in accordance with the following Memorandum. This Memorandum shall be incorporated as part of those collective agreements where dental plan coverage has not been negotiated.

Except for cases where existing cost share arrangements provide for an Employer cost share portion of less than that specified in the MOA on the dates specified, all existing arrangements for the provision of dental benefits currently in place under collective agreements in the nursing home sector already negotiated by CUPE shall remain in place and remain unaffected by this Memorandum.

In those cases where the Employer cost share is less than that specified in the MOA, the collective agreement will be amended to require the cost share formula in the MOA, as of the dates specified.

### Memorandum of Agreement\*

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

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

3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

The following issues have previously been agreed to as part of the lead table process and will be applicable to all CUPE Collective Agreements in the nursing home sector.

1. Joint Provincial Committee

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

2. Employee on Ease back or return to work program

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.

LOU - Shortfall in Paycheck  
Shortfall in Paycheck

Between: Haven Manor

And: Canadian Union of Public Employees, Local 4998

Re: Shortfall in Paycheck

Should a shortfall occur in any employee's paycheck that is a result of a calculation error, the money shall be paid no later than the end of the next banking day. Shortfalls that occur as a result of not signing in shall be paid the next pay period.

Signed this 28 day of June, 2024.

Haven Manor

CUPE Local 4998

Leida I. Burro

Crawford (Tara Reid)

[Signature]

J. Holloway

SCHEDULE 'A' - Vacation Options  
\*VACATION OPTIONS

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

Full time

22.01 (c) Earn 3 weeks (15 days) -,2-week (10 days) block + 1 week (5 days) random  
Or  
1 week (5 days) or pay

22.01(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

In any of 22.01 (c), (d) the total time can also be taken as time.

SIGNED this 28 day of June , 2024.

Haven Manor

CUPE Local 4998

Linda P. Burif

Grant Kiel (Trenkard)

[Signature]

J. Holloway

**MEMORANDUM OF AGREEMENT**

**Required Education**

In the event the Province of Nova Scotia decides to amend the required Core Competencies for the Residential Rehabilitation Worker and/or Residential Care Worker employees will have up to one (1) year to become fully qualified. The necessary education shall be provided at no cost to the employee and any time spent acquiring such qualifications shall be compensated at straight time rates.

SIGNED this 28 day of June, 2024.

Haven Manor

CUPE Local 4998

Linda P. Burt

Camille (Tara Reid)

M. [Signature]

J. Holloway

**MEMORANDUM OF AGREEMENT**

**Residential Care Worker (RCW) Classification**

**WHEREAS** the Union and the Employer agree that there are instances where the RCW classification is working to the full scope of the Residential Rehabilitation Worker (RRW);

**NOW THEREFORE** the Parties agree as follows:

**Where the Employer identifies in writing within 30 days of the signing of this Agreement that an RCW is working to the full scope of the classification they will move them to the RRW classification.**

**RCWs moved to the RRW classification as a result of this shall be required to complete the two (2) additional core competencies if not already completed.**

**The effective date for this change shall be the date of ratification.**

SIGNED this 28 day of June , 2024.

Haven Manor

CUPE Local 4998

Loida P. Buraf

Carrie Hill (Tara Reid)

[Signature]

J. Holloway

**MEMORANDUM OF AGREEMENT**

**Retirement Benefit Enhancements**

**Whereas** the parties wish to enhance retirement benefits for employees and to offer the option of a defined benefit pension plan to employees the parties agree to the following:

**Registered Retirement Savings Plans**

Where the parties participate in a Registered Retirement Savings Plan (including Defined Contribution) the employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan) effective April 1, 2024 or as soon as reasonably possible following April 1, 2024.

Upon joining the CAAT Pension Plan Employer and employee contributions shall be matching and shall be at the following rates:

April 1, 2024 or effective date of joining, the Employer and Employee contributions rates shall be matching at the rate of seven percent (7%).

April 1, 2025 the Employer and Employee contributions rates shall be matching at the rate of eight percent (8%).

March 31, 2026 the employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).

SIGNED this 28 day of June, 2024.

Haven Manor

CUPE Local 4998

Leida P. Burrow

Christine Gosselin

Mooji

J. Holloway