ORIGINAL

COLLECTIVE AGREEMENT

between

SEAVIEW MANOR CORPORATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2094

(Effective from November 1, 2023, until October 31, 2029)

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THIS AGREEMENT

BETWEEN:

SEAVIEW MANOR, owned and operated by Seaview Manor Corporation hereinafter referred to as the **"EMPLOYER"**

PARTY OF THE FIRST PART

and

LOCAL 2094, chartered by the **CANADIAN UNION OF PUBLIC EMPLOYEES**, or its successors, and affiliated with the Canadian Labour Congress, duly constituted as a Trade Union under the *Trade Union Act*, having its office in Sydney, Nova Scotia, in the County of Cape Breton, hereinafter referred to as the **"UNION"**

PARTY OF THE SECOND PART

PREAMBLE

Whereas it is the desire of both parties to this agreement:

To maintain and improve the harmonious relationship between the Employer and the Union;

To set forth certain terms and conditions of employment;

To maintain professional standards;

To promote the morale, well being and security of all employees.

To promote collaborative relationships.

ARTICLE 1 - PURPOSE

1:01 The purpose of this agreement is to promote and maintain harmonious and collaborative relations between the Employer and its employees; to define more clearly wages and conditions of employment between the Employer and employees; to provide an amicable method of settling grievances or differences which may arise from time to time; to provide for the carrying on of the care of the Employer's residents under the methods which will further, to the fullest extent possible, the safety and welfare of those residents and the safety and welfare of

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its employees, together with the efficiency and economy of the operation. It is recognized by this agreement to be the duty of both to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The Management of the Employer's business, and the employment, direction and supervision of Employees, is vested in the management, provided the foregoing shall not be exercised by the Employer in a discriminatory manner or contrary to the terms of this Agreement. The Union shall have the right to appeal through the grievance procedure.

Without limiting the generality of the foregoing, the Employer maintains the right to:

a. Plan, direct, control, and schedule the operations of the Employer;
b. Determine the location(s) of operations, their expansion or curtailment;
c. Introduce new or improved methods, facilities, or equipment;
d. Determine the work required for the efficient operation of the Employer;
e. Sole and exclusive jurisdiction over all operations, buildings, machinery, or equipment;
f. Direct the workforce, determine the levels of employment required at any time and the amount of supervision necessary, determine the content of the jobs and the qualifications and skill and ability necessary to perform them, establish work schedules and standards of performance;
g. Maintain order, discipline, and efficiency and, from time to time, establish rules, regulations, policies, and practices to be observed by its Employees and to enforce their application;
h. Select, hire, classify, evaluate, assign to shifts, transfer, promote, lay-off, and recall from lay-off;
i. Discipline, suspend, and dismiss Employees for just cause;
j. Nothing in this article shall, however, deprive an Employee from exercising their full rights under the grievance procedure as set out in this Agreement.

2:02 It shall be the right of management to make regulations as to the conduct and personal appearance of all employees during working hours. Failure to abide by such regulations shall be a matter of discussion between management and the employee concerned for a first offence. Subsequent offences shall be subject to the disciplinary procedure (see clause 13:01).

2:03 Subject to Clause 12:02, cases of disagreement will be dealt with in accordance with Article 12 of this agreement (Grievance Procedure).

ARTICLE 3 - RECOGNITION (AND NEGOTIATIONS)

3:01 Bargaining Unit

The Employer recognizes that the Canadian Union of Public Employees and its Local 2094 is the sole and exclusive collective bargaining agent for all of its employees save and except the CEO, Directors, Managers and members of the Management/Confidential Staff, Registered Nurses and those persons excluded by Paragraphs (a) and (b) of subsection 2 of Section number 2 of the *Trade Union Act* of Nova Scotia and hereby agrees to negotiate with the Union, or any authorized committees concerning all matters affecting the relationships between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3:02 Should a new classification within the bargaining unit be created, substantially altered or a current classification be deleted during the term of this agreement, management and the union shall meet and decide on the rate and designation of such new classification or deletion of current classification. If the parties are unable to agree on the classifications, reclassifications, or deletions and / or rate of pay of the job in question, such disputes shall be settled by referring it to arbitration in accordance with grievance process.

3:03 No employee shall be asked or permitted to make any verbal or written agreement which conflicts with the terms of this Agreement.

3:04 Wages, hours of work and conditions of employment are recognized to be matters of agreement between the parties subject to the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4:01 Probationary Employee

A "PROBATIONARY EMPLOYEE" is one who is hired by the Employer but who has worked for less than 720 hours and may be dismissed at any time at the discretion of the Employer provided such discretion is exercised in good faith and non-arbitrarily. The probation period may be extended by mutual agreement of the Union and the Employer. Such dismissal is agreed to not be a grievable difference and therefore is not subject to the grievance or arbitration procedures of the Agreement. After completion of the period, bargaining wide seniority shall be carried from the original date of hire.

4.02 Permanent Full Time Employee

A "PERMANENT FULL TIME EMPLOYEE" is one who is employed on a regularly scheduled and permanent basis and works the normal full-time hours of the Agreement (see clause 17:01). A permanent full time employee is entitled to all the rights and benefits of the Collective Agreement.

4:03 Permanent Part Time Employee

A "PERMANENT PART TIME EMPLOYEE" is one who has been hired on a regularly scheduled basis but works less than the schedule for a permanent full time Employee.

4:04 Casual Employee

A "CASUAL EMPLOYEE " is one who works on a day to day basis and is not regularly scheduled. Such employees are usually engaged for the purpose of replacing absent employees, permanent employees on vacation or statutory holidays or to supplement staffing due to workload requirements. It is the expectation that the casual employee provides their availability either electronically or in writing on a monthly basis for scheduling purposes.

Only the following provisions of this Agreement apply to such staff members:

1) 1:00
2) 3:01
3) 4:03
4) 4:04
5) 4:05
6) 4:07
7) 4:10
8) 5:00
9) 8:01 (a) and (b)
10)9:00
11)14:02 (b)
12)18:02
13) 18:09
14)18:10
15)21:06
16)24:01
17)26:06
18)26:07
19)26:08

20)26:09
21)26:10 (b) and (c)
22)26:11
23)28:01
24)28:02
25)28:03
26)30:00
27)Memorandum of Agreement Casual Employees Progression on the Salary Scale
28)Memorandum of Agreement Student Mentorship

4:05 Filling a temporary vacancy

When the Employer assigns a casual employee to fill a temporary vacancy of longer than three (3) months replacing a permanent full-time or permanent part-time employee, while they are so acting, they shall receive benefits at the same rate as the vacancy classification of the employee being replaced (subject to the terms and conditions of any benefit plan).

4.06 Permanent Employees

Permanent full time and permanent part time employees are collectively referred to as "permanent employees."

4.07 Temporary Employees

In this agreement, temporary employee is defined as an employee who is occupying a temporary permanent full time or temporary permanent part time vacancy or is occupying a position which the Employer has determined is temporarily required based on operational requirements.

4.08 Prime Time

In this agreement the term prime time will refer to the high demand vacation request period, namely, June 1st, to September 15th in each calendar year.

4.09 Business Days

In this agreement the term business day will refer to Monday – Friday 0830-1630. Statutory Holidays will not be counted as a business day.

4.10 Regular hours paid

Means hours paid by the Employer including regular hours worked; vacation hours paid; holiday hours paid; sick leave paid; paid Union leave and any other paid leaves for which an Employee is compensated by the Employer.

4.11 Service

Is defined as the number of hours paid. One complete year of service equals 2080 paid hours.

4:12 Supervisor

In this agreement the term Supervisor refers to Managers, Directors and in their absence, their designate.

ARTICLE 5 - NO DISCRIMINATION

5:01 Subject to the exceptions contained in the Nova Scotia *Human Rights Act*, the Employer agrees that there shall be no discrimination against any employee on any grounds specified in the Nova Scotia *Human Rights Act* or by reason of membership or activity in the Union.

5:02 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 the 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 Promotions and Staff Changes.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

6:01 All Employees to be Members

All employees of the Employer in the bargaining unit covered by this Agreement as a condition of continued employment shall become and remain members in good standing of the Union upon commencement of employment.

ARTICLE 7 - CHECK-OFF UNION DUES / CONTACT INFORMATION

7:01 Check-Off Payments

The Employer will make payroll deductions for union dues from each employee in the bargaining unit in an amount specified by the Union in its constitution, and to remit same monthly to the National Secretary-Treasurer of the Union, not later than the 15th of the following month, accompanied by a list of names, amounts and classifications of the employees from whose wages the deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.

7:02 Deductions

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim of liability arising out of an error committed by the Employer.

7:03 The Employer shall provide the following information annually and shall provide it in electronic form:

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

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

ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

8:01 New Employees

a) On commencing employment, the employee's immediate supervisor/delegate shall introduce the new employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to meet with each new employee during orientation within regular working hours, without loss of pay, at such time as may be approved by the Employer for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership. The Employer will try to ensure that orientation occurs when an Officer of the Union is available to meet with the new employee. In the event that an Officer of the Union is not available, the Employer will pay such an Officer straight time pay to attend for 30 minutes to meet with the new employee.

b) The Employer and the Local will avail access to an e-copy (pdf format) of the current Collective Agreement. For employees lacking electronic access a hard copy will be made available on hire.

ARTICLE 9 - CORRESPONDENCE

9:01 All Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO /designate and the Local President of the Union or local designate. It is agreed that copies of all correspondence shall be sent to the National Representative, as appropriate, by the Local President of the Union or the CEO.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10:01 A Labour Management Relations Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall receive the full support of both parties to this Agreement in the interest of maximum care of the residents and welfare of the employees.

10:02 The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached at their

discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to their discussions and conclusions.

10:03 This Committee shall meet not less than three (3) times per year although more frequent meetings may be held by mutual agreement, with forty-eight (48) hours advance notice, along with a proposed agenda. There shall be rotating chairpersons and one person shall be designated as recording secretary, but Minutes of the Committee's meetings shall be agreed by both parties prior to distribution.

ARTICLE 11 - LABOUR MANAGEMENT BARGAINING RELATIONS

11:01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

11:02 A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) employee members of the Union, at least three (3) of whom must be permanent employees. Management agrees to pay for all five (5) members to a maximum of five (5) bargaining days. If bargaining exceeds five (5) days, Management shall only pay for three (3) permanent employee members for the balance of the negotiation period. The Local will advise the Employer of the Local nominees to the Committee. The National Representative shall attend and be the spokesperson for the Local Union during negotiations.

11:03 Function of Bargaining Committee

The negotiation of collective agreements shall be the function of this Committee.

11:04 Representative of Canadian Union of Public Employees

A staff (CUPE) Representative may enter the Employer's premises during normal business hours to discuss specific matters pertaining to this Agreement with the Employer, provided they first arrange a time that this is mutually agreeable.

11:05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held as per the *Trade Union Act* of Nova Scotia at a time and place fixed by mutual agreement. However, such meeting must be after the request has been made in writing.

11:06 Time off for Meetings

Subject to 11.02 and 22.05(a), any representative of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings in which direct negotiations between the Employer and the Union take place without loss of remuneration when such meetings are held within working hours.

ARTICLE 12 - GRIEVANCE PROCEDURE

12:01 Grievance Committee

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

12:02 Definition of a Grievance

Grievances shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of Collective Agreement Articles.

12:03 Permission to Leave Work

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 grievances as defined 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. No steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld and shall report back to their supervisor or delegate immediately upon returning to work.

12:04 Settling of Grievances

Subject to Article 12:02, alleged grievances shall be dealt with in the following manner:

a) The aggrieved employee or employees, with a shop steward or member of the Local Executive, shall first discuss the complaint with the Department Head within 3 business days of its occurrence.

b) If the alleged grievance is not settled within 2 business days of the discussion with the employee's supervisor, the grievor [or the Union, if a general grievance under paragraph (g) below], shall then refer the grievance, stipulating the Article(s) allegedly violated, to the CEO or their representative. The CEO shall schedule a grievance meeting within 5 business days of receipt of the grievance in an attempt to resolve the issue(s) leading to the grievance. The CEO shall give their decision in writing to the Committee not later than seven (7) business days following the presentation to them of the written grievance. At this point, it is agreed that the Union Representative may act as a member of the Committee at the request of either party.

c) If the alleged grievance is not settled in accordance with section (b), it may then be referred to Mediation within 15 business days of the date of the CEO's decision, if agreeable to both parties. In the absence of agreement to mediate the matter may then be referred to Arbitration within 15 business days of the date of the CEO's decision.

d) If a settlement is not reached in the Steps above, the matter may then be referred to an Arbitration Board of three (3) members, one (1) appointed by the Union, one (1) by the Employer, and one (1) by the other two. The third member shall act as Chair. Should the two (2) appointed members fail to agree upon a third member, they shall be appointed by the Minister of Labour and Workforce Development for the Province of Nova Scotia. This process, except where otherwise agreed in writing by the parties, shall be completed within ten (10) days (which, for this purpose, shall exclude any Saturday, Sunday or holiday recognized by this Agreement). The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.

e) The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of any

discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

f) Each party shall pay the fees and expenses of the Arbitrator it appoints and one-half of the fees and expenses of the Chair and any other expenses of the Arbitration Board.

g) Grievance on Safety - An employee, or group of employees, who is/are requested to work under unsafe or unhealthy conditions shall have the right to file a grievance at the Second Step of the Grievance Procedure for preferred handling.

h) A single Arbitrator may be used if mutually agreed.

i) Where a general dispute involving a question of general application or interpretation occurs, or where a group of employees in the bargaining unit have a grievance, paragraph (a) of this article may be bypassed. (This is not to circumvent the regular Grievance Procedure.)

j) Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the parties agree otherwise. Time limits will be suspended during this process.

ARTICLE 13 - DISCHARGE, SUSPENSION, AND DISCIPLINE

13:01 In the event the Employer takes a disciplinary action against an employee who has completed the probationary period which is a suspension or the discharge of the employee, such employee shall be notified in writing of the action taken, with a copy to the Union consistent with Article 9.01.

A disciplinary action against an employee who has completed the probationary period will normally progress through the following steps subject to the nature and severity of the employee action requiring discipline:

1) Verbal warning
2) Initial Written warning
3) Final Written warning
4) Suspension
5) Discharge

(Employees shall not receive a letter for the verbal warning in the first instance. In the event of a second offence, the Employer shall issue a letter with regards to the action taken which shall be a letter of warning.)

13:02 No entry of a detrimental nature which may be used in a subsequent disciplinary action will be maintained on an employee's file without their prior knowledge. The employee's reply to such entry shall become part of this record. Such entries shall not be used against the employee after a period of eighteen (18) months and shall be removed from the employee's file if no further, similar incidents occur during the eighteen (18) month period.

13:03 When an employee is placed on administrative leave pending an investigation, it shall be with pay.

13:04 An employee shall have the right once per calendar year to access and review their personnel file. Subject to any confidentiality requirements related to the Employer's operations, at that time an employee shall have the right to make copies of any material contained in their personnel file. An employee shall have the right to have a Union steward present when reviewing their personnel file.

13:05 When an employee is advised of a disciplinary action, the employee shall have the right to request the presence of a shop steward or member of the Local Executive at such meeting.

13.06 In any disciplinary proceeding, an employee has the right to choose not to have a Union Representative present. In all cases where an employee refuses Union representation, the employee will be required to sign a waiver with a signed copy provided to the Union in accordance with Article 9.01.

ARTICLE 14 - SENIORITY

14:01 Seniority Defined

Bargaining Unit wide seniority for permanent full-time and permanent part-time employment is defined as their length of service as measured from their current date of hire.

Departmental seniority for permanent full-time and permanent part-time employees is defined as the length of service of those departmental employees within a department based on their current hire or transfer date into the Department.

Casual seniority shall apply to a Casual employee (including a Casual Employe

while in a Temporary position) and is defined as the accrual of hours paid to a Casual Employee from the date of hire and shall operate on a Bargaining-unit-wide and departmental basis. A record of hours worked by the Casual Employee shall be maintained by the Employer. This record shall constitute the order of Casual Employees on the Casual Seniority List.

14:02 Permanent Employees' Seniority List

a) The Employer shall maintain a seniority list showing the date upon which each permanent employee's service within the bargaining unit and within their Department commenced. Such list shall also show each employee's permanent full time or permanent part time status. An up-to-date seniority list shall be sent to the Union and posted on all Bulletin Boards by January 31st of each year.

b) Casual Seniority List

The Employer shall maintain a casual seniority list based on hours worked Within the bargaining unit and the department. An up-to-date list shall be sent to the Union within 10 business days of the beginning of each fiscal quarter.

14:03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the Employer. An employee shall only lose seniority and employment status in the event:

1) They are discharged for just cause and are not reinstated.
2) They resign and do not withdraw such resignation within three (3) calendar days.
3) They fail to return to work within fourteen (14) calendar days following layoff and, after being notified by registered mail, or verified telephone or e-mail communication, to do so, unless through legitimate sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address, home land phone number, cellular phone number, and e-mail address. An employee recalled for casual work or employment of less than two (2) weeks, at a time when they are employed elsewhere during layoff, shall not lose their recall rights for refusal to work.
4) They are laid off for a period longer than two (2) years.

5) They fail to return to work from an approved leave of absence on the day set out when the leave was approved, unless through legitimate sickness or other just cause.
6) They retire.
7) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15:01 Job Postings

When a vacancy occurs, or a new position in the bargaining unit is created (all referred to in this Article as a "vacancy"), the Employer shall notify the Union and post notice of the position on the Employer's main Bulletin Boards for a minimum of one (1) week.

Such notice shall be posted within 10 days of the vacancy being determined. After the posting is made, the job will be filled as soon as is reasonably practicable having regard to the nature of the position in question and the Employer's operational needs but in any event by 30 days after the posting occurs.

15:02 Outside Advertising

An outside advertisement for any vacancy within the bargaining unit may be placed at the same time the vacancy is posted within the Home but an external candidate will not be selected unless there is no employee in the bargaining unit who, in management's opinion, has the required skills, abilities, training and physical qualifications to do the job.

15:03 Role of Seniority

In making staff changes, transfers or promotions, the employee with the greatest seniority, first in the Department and then in the bargaining unit, and having the required skills, abilities, training, and physical qualifications to do the work, shall be the successful applicant.

15:04 Trial Period

The successful applicant shall be placed on a trial period for 480 hours worked unless they have demonstrated previous competence in the transfer/promotion role. They shall receive orientation and any specialty training specific to the position during the first one hundred and twelve (112) hours.

Conditional on satisfactory performance, the employee shall occupy the posted position.

In the event the successful applicant proves unsatisfactory in the posted position during the trial period, or if the employee is unable to perform the duties of the posted position, they shall be returned to their former position at their former wage and departmental seniority. If the employee in their new posted position, for whatever reason, is not satisfied with the posted position during the trial period, they shall have the option to be returned to their former position at their former wage and departmental seniority.

15:05 Training Courses

The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subject and material to be covered)
Time, duration, and the location of the course
Basic minimum qualifications required for applicants

This bulletin shall be posted for a period of two (2) weeks on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training. The qualified applicants shall be selected. Employees selected by the Employer for training courses, experimental programs, or on-the-job training shall not suffer any loss of wages or benefits or seniority during the length of such training.

15:06 The Employer may post temporary vacancies at any time, regardless of the length of the temporary vacancy. Temporary vacancies longer than three (3) months must be posted.

ARTICLE 16 - LAYOFFS AND RECALLS

16:01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction of the workforce or a reduction in the regular hours of work for a Full-Time or Regular Part-Time Employee.

16:02 ADVANCED NOTICE OF LAYOFF

a) Unless legislation is more favourable for the employee, employees shall be given two (2) weeks written notice of lay off. Where such notice is not

given, the Employee shall receive pay in lieu of notice equivalent to the regular pay they would have otherwise earned during the notice period.

b) A copy of the lay off notice shall be sent to the Union.

16:03 LAYOFF PROCEDURE

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of seniority within the classification. An employee affected by a lay-off in the Employee's classification, may bump any employee with less seniority in the bargaining unit of the same or lower FTE, provided the employee exercising this option is qualified of performing the work of the less senior employee, within the notice period.

16:04 TRAINING

On-the-Job Training Prior to a non-voluntary lay off occurring, the Employer shall assess each remaining existing Regular vacancy in the Bargaining Unit where it had been previously determined by the Employer that the displaced Employee could not meet the threshold requirements of the vacancy. Where the Employer determines that the displaced Employee could meet the threshold requirements of an existing Regular vacancy if provided with on-the-job training of up to eighty (80) hours (worked) in addition to the usual orientation period, the displaced Employee shall be offered the existing Regular vacancy with a requirement to complete the training.

16:05 RECALL

a) **Rights of Recall**

During the recall period, laid off Employees shall have a right to be recalled to permanent positions for which the laid off Employee is qualified, and which have the same or less regular hours as they had at the time of layoff.

b) **Maximum Recall Period**

The maximum recall period shall be 24 months from the date of the layoff.

c) **Order of Recall**

Laid off Employees shall be recalled in order of seniority.

d) **Current Address**

Laid off Employees are responsible for leaving their current address and telephone number with the Employer.

e) **Recall Notification**

A laid off Employee shall be notified of the opportunity for recall in the most expeditious manner possible. Upon notice of recall, the laid off Employee must indicate to the Employer within forty-eight (48) hours of the recall notice being issued, the laid off Employee's intention to accept or decline the recall. If the laid off Employee accepts the recall, the laid off Employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the laid off Employee rejects the opportunity for recall into a position, which has at least the same number of hours as their pre-laid off position, the laid off Employee's recall period shall end.

f) **Recall to Less Hours**

An Employee who accepts recall into a position outside of their original classification or which has less hours than their pre-laid off position, shall continue to have a recall right into their pre-laid off classification and hours for the duration of the 24-month recall period.

g) **Casual Work after Recall**

At the end of the recall period, a laid off Employee may apply in writing to continue to work as a Casual Employee.

h) **Working During Recall Period**

All laid off Employees shall indicate to the Employer whether or not the Employee is interested in the assignment of casual shifts during the period of recall. If a laid off Employee is interested in the assignment of casual shifts during the period of recall, the Employee may be added as casual during the recall period and this will not effect the Employee's right to recall.

i) **Grievance on Layoffs and Recall**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of

the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17:01 Normal Hours of Work

Except for employees working ten (10) or twelve (12) hour shifts, the normal daily hours of work, inclusive of a 45-minute meal period, shall be eight (8) consecutive hours per day.

The normal days of work per week shall depend on the employee's number of normal shifts, eight (8), ten (10), or twelve (12).

17:02 Days off

The Employer agrees to schedule work shifts so that there will be no broken shifts for any permanent employees except by mutual consent. Regular days off for permanent full time and permanent part time employees shall be consecutive and shall be planned in such a way as to equitably distribute free weekends.

17:03 Working Schedule

The hours and shifts of work of each permanent employee shall be posted in an appropriate place at least two (2) weeks in advance.

(a) Where reasonably practical, 24 hours notice shall be given before change of shift or all changed hours shall be paid overtime rates.

(b) Employees who are called back to work outside of their normal shift shall be provided with a taxi allowance to and from work, if required, and the employee will be reimbursed upon provision of receipts.

(c) If an employee is required to attend a mandatory training session or meeting, the employee will be paid at straight time for such training or meeting hours.

17:04 Break Period

All employees on 8 hour shifts shall be permitted a paid 15-minute rest period both in the first half and the second half of the shift and a paid forty-five (45) minute lunch break. Employees on 12-hour shifts will receive a paid forty-five

(45) minute lunch break, a thirty (30) minute rest break in the morning, and a thirty (30) minute supper break.

17:05 Employees shall have at least 16 hours (12 hours for employees on 12 hour shifts) rest between changes of shifts unless mutually agreed otherwise.

17:06 There shall be no pyramiding of premium pay, overtime pay, and paid holiday pay. In no event shall there be any pyramiding of benefit or payments paid.

ARTICLE 18 – OVERTIME AND PREMIUMS

18:01 Overtime Defined

All authorized time worked outside the scheduled daily work hours or biweekly scheduled worked hours shall be considered overtime. Overtime periods of less than 15 minutes shall not be compensated as regular time or overtime. However, authorized overtime periods in excess of 15 minutes shall be paid for in full.

All compensation for overtime earned during a pay period will be paid during the pay period in which earned. Where, upon request of the employee, and with approval of the Employer, overtime earned during the pay period may be granted in form of time off in lieu of pay. Request for lieu time shall not be unreasonably denied.

18:02 Overtime Rates

Overtime rates shall apply as follows:

a) On a regular work day – time and one-half for hours worked after an employee's eight (8), ten (10), or twelve (12) hour shift
b) On a regular scheduled day off – time and one-half for all time worked
c) On a stat holiday when the employee was not scheduled to work —double time for time worked plus holiday pay
d) For casual employee, any hours worked in excess of eighty (80) hours in a bi-weekly pay period.

18:03 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked except by mutual agreement between the employee and the Employer. If overtime is taken it shall be equal time for the hours worked in accordance with the overtime rates e.g. if an employee works 2 hours of overtime and takes time off to compensate, they will receive 3 hours off with pay.

18:04 Sharing of Overtime

Overtime will be offered first by classification based on rotating seniority, to permanent full-time, permanent part-time, probationary, temporary and casual employees and will be paid at the rate of time and one half at the employee's current rate of pay.

18:05 Minimum Call Back Time

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours straight time (or time and one-half (1½x) the hours actually worked), whichever is the greater.

18:06 Shift Premium

All employees shall receive a shift premium of two dollars and thirty-five cents ($2.35) per hour, and shall be applicable for all hours worked including overtime hours between 1800 hours and 0600 hours.

This premium shall increase four dollars ($4.00) per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours worked.

18:07 Weekend Premium

All employees shall receive a weekend premium of two dollars and thirty-five cents ($2.35) per hour, and shall be applicable for all hours worked including over time hours between midnight Friday and midnight Sunday.

This premium shall increase four dollars ($4.00) per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours worked.

18:08 LPN Facility Pay

In the absence of management staff or a registered nurse, including a registered nurse designated to on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two dollars and fifty cents ($2.50) per hour for each hour worked with the designated responsibility.

No LPN in receipt of this premium will be eligible to receive any LPN responsibility pay

ARTICLE 19 - VACATIONS

19:01 Paid vacation leave credits shall be earned based on regular hours paid. Vacation credits shall accumulate to permanent full- time and permanent part-time employees or Temporary employees in a full or part-time position on the following basis:

(a) Effective the date of hire to a permanent or temporary position, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 120 hours.

(b) Effective on the commencement of the sixth (6^{th}) year of continuous service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.000 regular hours paid to a maximum of 160 hours.

(c) Effective on the commencement of the sixteenth (16th) year of continuous service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to maximum of 200 hours.

19:02 For any holiday listed in Article 21, falling during a permanent full time or permanent part time employee's (and a temporary employee replacing either such employee) vacation, the provisions of Article 21.03 shall apply.

19:03 a) The vacation year for permanent full time and permanent part time employees shall be from April 1st through the next March 31st. If such employees qualify for an increase in their vacation entitlement as specified in Clause 19:01, they shall be entitled to take such vacation in that vacation year. For example, if on October 1st in any vacation year, an employee completes six (6) years' continuous service thereby entitling them to an extra forty (40) hours vacation, since the vacation year will then be half over, they shall be entitled to one-half of the extra forty (40) hours vacation, i.e. twenty (20) hours vacation, but these may be taken in that same vacation year. If possible, vacations for such employees shall be scheduled between June 1st and December 15th in a manner that will least interfere with the operation of the Employer's business. Preference for vacation time will be done in each Department on the basis of seniority of the employees within the Department. Employees with over one (1) year's continuous service shall have one hundred and twenty (120) hours off at one time unless mutually agreed upon and provided that adequate coverage is maintained. Employees with twenty (20) or more years of continuous service can take one hundred and sixty (160) hours

vacation during the prime time between June 1st and September 15th, in each calendar year provided that adequate coverage is maintained.

b) Vacation schedules for the period of June 1st – September 15th shall be posted by May 15th.

19:04 If a permanent employee leaves the service of the Employer for any reason whatsoever, they shall be paid the amount due to them for vacation on a pro rata basis based on the time in the vacation year that they leave, less any vacation already taken in that vacation year, e.g. permanent employee with seven years' service leaves October 1 (i.e. half way into the vacation year), and has already taken forty hours' vacation.

Vacation:

$\frac{160 \text{ hours}}{2}$ = 80 hours - 40 hours already taken = 40 hours to be paid out

If such employee has a net deficit in vacation credits, such deficit will be recovered from the employee's final pay and any excess beyond that will be paid by the employee.

19:05 a) In the event of an illness prior to vacation, that is documented by an appropriate regulated health care practitioner and is acceptable to the Employer, and where no modified work is available, the permanent employee's vacation credits shall revert to sick leave. The vacation credits will be rescheduled at another mutually agreed time subject to operational exigencies.

b) In the event that the employee does not use their full allotted vacation time in the vacation year, a period of up to forty (40) hours may be carried over to be used the following vacation year but shall be paid out if not used before the close of that year.

ARTICLE 20 - SICK LEAVE

20:01 Permanent full time employees shall be granted up to a maximum of one hundred and ninety-two (192) hours of sick leave per year for the period beginning April 1 and ending March 31. Sick leave hours shall accumulate at the rate of sixteen (16) hours per month worked (days absent on paid leave shall be deemed time worked for this purpose) until a maximum of eight hundred (800) hours has been reached. The first day of illness shall be a paid sick day for permanent full time and permanent part time employees.

- Sick leave shall be reduced by the amount of sick leave credits taken

- Employees on paid sick leave will continue to accumulate sick leave

- Subject to applicable legislation, management reserves the right to request a medical certificate. The employee agrees to notify the Employer if there is a delay in obtaining the medical certificate.

20:02 Permanent part-time employees shall receive sick leave on a pro rata basis which will be calculated on the following basis: sixteen (16) hours sick leave for every one-hundred seventy-six (176) hours worked and these hours shall be credited to the employee's sick leave accumulation to a prorated maximum of eight hundred (800) hours.

20:03 Where a leave of absence for illness or any other reason is for an indefinite return date, the employee must give the Employer two (2) weeks notice of return to work.

20:04 On December 15th of each year employees shall receive a sick leave bonus as follows:

0 - 5 days lost time due to illness - 5% of total accumulation
6 - 10 days lost time due to illness - 3% of total accumulation

Any employee using more than 10 sick days per year shall not receive any bonus payment.

When referring to sick leave bonus, one scheduled shift is equivalent to one (1) sick day. For clarity, if ten (10) or twelve (12) hour employee books off sick each day will be counted as one (1) sick day when calculating sick leave bonus.

20.05 If modified work is available which is consistent with an employee's limitation, the employer may expect the employee to participate in modified work.

ARTICLE 21 – PERMANENT EMPLOYEES' HOLIDAYS

21:01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Nova Scotia Heritage Day	National Day for Truth and Reconciliation

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Miner's Memorial Day	Christmas Day
Canada Day	Boxing Day
1st Monday in August	

Plus any Statutory Holiday declared by the Government of Canada or the Government of the Province of Nova Scotia and /or any statutory holiday declared by the Cape Breton Regional Municipality.

21:02 When any of the above noted holidays fall on an employee's scheduled day off, the Employer will schedule the employee another day off with pay within 30 days on either side of the date of the statutory holiday, unless mutually agreed otherwise.

21:03 The Employer shall make all reasonable efforts to schedule statutory holidays consistent with 21.02, respecting operational requirements. If by March 31st, operational requirements did not permit the employee to access a scheduled Statutory Holiday the Employer will pay out the employee hours in lieu unless mutually agreed otherwise.

21:04 Permanent part-time employees shall receive holidays on a pro-rata basis which will be calculated at the rate of (1) holiday for every one hundred and seventy-six (176) hours worked. They will be paid at the rate of time and one-half, plus the regular rate of pay for that day, for hours worked on any of those holidays.

21:05 The Employer shall schedule the days off for Christmas and New Year's Day in such a way that these days will be equitably divided among the permanent employees, with the senior employee having the first choice of either New Year's Eve and New Year's Day or Christmas Eve and Christmas Day, and shall be arranged on a yearly rotating basis within each Department.

21:06 Permanent or temporary full time employees who work on any of the above thirteen (13) recognized holidays shall be paid at the rate of time and one half for all hours worked. Subject to operational requirements, the Employer will schedule the employee another day off in lieu.

Permanent part time or Temporary part time employees who work on any of the above thirteen (13) recognized holidays shall be paid at the rate of time and one-half, for all hours worked. Subject to operational requirements, the Employer will schedule the employee another day off in lieu provided they have sufficient accumulated statutory holiday credits.

Casual employees who work on any of the above thirteen (13) recognized holidays shall be paid at the rate of time and one half for all hours worked.

ARTICLE 22 - LEAVES OF ABSENCE

22:01 A permanent employee shall be entitled to leave of absence up to six (6) months without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer and may be renewed for a further six (6) month period to a maximum leave of one (1) year, two (2) years for education only. Such approval shall not be withheld without just cause.

22:02 Paid Education Leave for Union Training

a) The Employer agrees to deduct from each employees one cent (.01¢) per hour per employee to be placed in a special fund for all compensated hours worked for the purpose of providing paid leave for union training. Such money shall be paid to the Secretary-Treasurer of the Union.

b) Candidates for such union training shall be chosen by the Local Union. Their names shall then be submitted to the CUPE Regional Selection Committee for allocation of scholarships to the CUPE Leadership Training Institute. The successful candidate shall be entitled to leave of absence for 25 days of instruction, plus travel time where necessary. The 25 days of instruction time shall be taken in blocks of five (5) consecutive days over a 12 month period.

22:03 Maternity Leave

Pregnant employees are entitled to unpaid leave of absence according to the current *Labour Standards Code* for the province of Nova Scotia, provided that such employee has at least one (1) year's seniority accumulated prior to the leave of absence. The Employer may require medical verification of the employee's condition prior to such leave of absence and also may require further medical verification at the conclusion of the period of the leave of absence that the employee is physically able to resume normal duties upon return. Nothing in this agreement shall restrict the Employer from requiring a pregnant employee, prior to their confinement, to go on such a leave of absence on the grounds that their physical condition while at work constitutes a hazard to themselves, their fellow employees or is interfering with their ability to perform their work. Employees are to notify their respective supervisors immediately on the fourth month of pregnancy as to when leave of

absence will commence. Employees shall have the choice to use up their sick leave credits upon medical verification before commencing on Employment Insurance Benefits. The illness does not have to relate to pregnancy. This Article shall also apply to adoptive leave as per unemployment insurance benefits.

22:04 Bereavement Leave

a) If a death occurs in the immediate family of an employee while they are at work, the employee shall be paid regular hours for the remainder of the scheduled shift. The employee shall be granted up forty (40) hours of bereavement leave with pay.

The members of an employee's immediate family shall include:

- Father/Mother (Step Father /Step Mother, Foster Father, Foster Mother)
- Sister/Brother(Step Sister, Step Brother)
- Spouse (Husband, Wife, Partner)
- Son/Daughter (Step Child, Foster Child)
- Mother-in-law/Father-in-law
- Daughter-in-law/Son-in-law
- Guardian
- Grandparents/Grand Children
- Brother-in-law/Sister-in-law

b) If a death occurs in the family of an employee while they are at work, the employee shall be paid regular hours for the remainder of the scheduled shift. The employee shall be granted up to sixteen (16) hours of bereavement leave with pay.

The members of an employee's family shall include:

- Aunt and Uncle
- Niece and Nephew

c) If any employee experiences the loss of a person while at work, with whom they have had a close relationship, the employee shall be paid regular hours for the remainder of the scheduled shift. The employee may be granted up to eight (8) hours of bereavement leave with pay and such approval will be determined on a case by case basis.

d) An employee will receive an additional sixteen (16) hours of bereavement leave with pay if out of province travel is required.

On a case by case basis, an employee will be granted leave to reflect the employee's cultural grieving practices.

22:05 Time Off for Union Functions

a) Four (4) representatives of the Union (Union to pay for fourth person) shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

b) Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance or arbitration procedures pertaining to this Agreement, provided the Union's grievance is upheld.

c) Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

22:06 Workers' Compensation Pay Supplement

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 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. The employee shall be paid only the Workers' Compensation benefits.

b) 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.

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

d) An employee shall earn 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 earn any other benefits while on Workers' Compensation.

22:07 Jury Duty

A permanent employee (and a temporary employee replacing an absent permanent employee) called for jury duty will be paid the difference between jury fees and regular pay for the period of absence required by the jury service, providing the employee would normally have been scheduled and would have been available for work. Whenever practical, employees will be expected to report for work after reporting for jury service unless they are actually serving. Employees must receive a letter from the clerk of the Court showing the time served.

22:08 Elected Office Leave

a) An employee who is elected to public office may be allowed a leave of absence for their first term in office, without pay or benefits, but without loss of seniority (but no seniority shall accrue during such leave of absence).

b) An employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, may be granted a leave of absence for their term in office, without pay or benefits but without loss of seniority (but no seniority shall accrue during such leave of absence).

22:09 Domestic Violence

Where an Employee has been employed by the Employer for a period of at least three (3) consecutive months, and the Employee or a dependent child (under the

age of 18) of the Employee experiences domestic violence, the Employee is entitled to a leave of absence, in accordance with the *Labour Standards Code*.

For clarity:

i. Such Employee is entitled to ten (10) days leave to attend to matters directly related to the domestic violence. Five (5) of those days are paid leave and five (5) are unpaid leave. The 10 days may be taken continuously or intermittently.

ii. Such Employee is entitled to a continuous unpaid leave of sixteen (16) weeks to attend to matters directly related to the domestic violence, and shall be returned to their regular position at the end of the leave. The Employee will provide as much notice as reasonably possible of their leave.

iii. The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.

iv. The Employer may require documentation to justify the purpose of the leave.

Nothing in this clarification note is intended to either expand or limit the rights of employees or the Employer under the leave for victims of domestic violence provisions of the *Labour Standards Code*.

22.10 When a permanent employee under this Article is entitled to a leave of absence without pay but without loss of benefits (i.e. 22:05), the Employer will continue to pay the employee their regular pay and benefits and shall bill the Union directly for such pay plus the going rate of 25% for benefits.

22.11 Employees shall be allowed paid leave of absence of up to forty (40) hours per annum (pro-rated for Part-Time Employees) debited against sick leave credits in order to:

(a) engage in and facilitate the employee's personal preventative medical, dental or mental health care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical, dental or mental health care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied, provided the employee has given to the employer as much notice as reasonably possible of the appointment and has attempted to schedule the appointment during days off.

(b) attend to emergencies where:

(i) the Employee's own medical, dental, or mental health is at an immediate and serious risk;

(ii) a member of the Employee's immediate family, as defined in Article 22.04 (a); who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;

(iii) there is a critical condition (fire, flood, or other natural disaster) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require verification of the condition claimed.

(c) An employee will be allowed to use up to twelve (12) hours referred to in the preamble of this Article to attend to the medical, dental and mental health care of their immediate family members.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES FOR PERMANENT EMPLOYEES

23:01 Wages

The Employer agrees to pay and the Union agrees to accept the scale of permanent employee wage rates attached to and forming part of this agreement as Appendix "A". Wages shall be paid by direct deposit with a statement of earnings and deductions attached on a bi-weekly basis.

23:02 Temporary Assignment

Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own while there is work available in their own classification, they shall be paid their regular rate.

When an employee is assigned to perform work in a classification within the bargaining unit paying a higher rate they shall receive the rate for that classification.

When an employee within the bargaining unit is assigned to fill in for a supervisory employee absent because of sick leave, vacation, or authorized

leave of absence, excluding regularly scheduled days off, the temporarily assigned employee shall receive 20% of their own classification rate in addition to their own classification rate, commencing on the first working day provided that this upgraded rate does not exceed the rate of the supervisor being replaced. In such instances the supervisory rate will be paid. For any overtime hours worked, the 20% addition to classification rate shall not be included and the employee shall receive overtime based on their original classification rate only.

ARTICLE 24 - SAFETY AND HEALTH

24:01 Co-operation on Safety

The Union, the Employer and the employees (including temporary and casual employees) shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work. Other matters of this nature will be handled by the Labour Management Committee.

24:02 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 25 - JOB SECURITY

25:01 Restrictions on 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-unit employee.

ARTICLE 26 - GENERAL CONDITIONS

26:01 Proper Accommodations

Employees to be allowed to have meals in a staff room, if one is made available, providing they bring their own meals, on an interim basis and to store and change their clothes.

26:02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26:03 Protective Clothing

a) Employees working in the Maintenance Department shall receive coveralls, boots and appropriate winter wear. It is also agreed that discussion will take place between the CEO and the Kitchen Staff as to what protective clothing may be deemed necessary.

b) Cooks shall be provided with non-flammable aprons.

26:04 Damaged clothing, watches (up to $75.00) dentures, glasses, or contact lenses caused by working conditions, will be paid for by Management, if the employee has abided by safe working conditions. Each case shall be determined on its own merit.

26:05 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine, is used in this Agreement it shall be considered as if the plural, feminine or masculine, has been used where the context of the party or parties hereto so require.

26:06 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their right and obligation under it. The Employer and the Union shall cost-share 50/50 for the printing of the Collective Agreement.

26:07 Leaving Work Due to Illness or Crisis

An employee leaving work due to illness or crisis will receive full pay after four (4) hours worked or will be paid four (4) hours for working less than four (4) hours. The employee's supervisor shall be advised before the employee leaves the premises.

26:08 Temporary Employees

When the Employer assigns a casual employee to be a temporary employee either as a replacement for an absent permanent employee, or otherwise, such temporary employee, while they are so acting, shall receive sick leave, vacation, holidays and bereavement leave as they would have received if they were a permanent employee. After the temporary assignment ends, the employee shall revert to their previous employment status and thereafter receive the benefits of this Agreement that apply to that status.

Any additional credits will be banked for future use.

26:09 Responsibility Pay

LPNs assigned to a neighbourhood to coordinate care and the team on shift will receive responsibility pay in the amount of seventy cents ($0.70) per hour.

When the Employer assigns an LPN to an RN to work collaboratively to coordinate care and the efforts of care teams on shift, the LPN will receive responsibility pay in the amount of seventy cents ($0.70) per hour.

26:10 Storm Conditions

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

1. take the absent time as unpaid; 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 the approval of the Employer, make up the absent time as the scheduling allows.

26:11 In view of the nature of the work at Seaview Manor, and to maximize work opportunities for all employees, employees must supply the Employer with current working phone number, address, and e-mail address.

ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS

27:01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer, at the discretion of the Employer, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 28 - TERM OF AGREEMENT

28:01 This Agreement shall be binding and remain in effect from the date of signing to October 31, 2029, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within 90 days of expiry that it desires its termination or amendment.

28:02 Changes in Agreement

Any changes deemed necessary in this Agreement shall be made by mutual agreement at any time during the existence of this Agreement, provided such changes are formally agreed to in writing over the signatures of the appropriate representatives of the Employer and Union.

28:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within 30 days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

28:04 For the purposes of retroactivity, the only provisions of this Agreement which shall be applied retroactively shall be increases in base pay and shift and weekend premium increases.

28.05 Retroactivity

Wages shall be retroactive to November 1, 2023, or the date of hire, if later, provided that those wage rates and retroactivity are fully funded by the Department of Seniors and Long-term Care. The increases in the shift and weekend premiums specified in clauses 18.06 and 18.07 shall be effective date of ratification provided that those new premium rates and retroactivity are fully funded by the Department of Seniors and Long-term Care.

All other monetary or other changes to the current Agreement will apply prospectively from the date of signing of this Agreement and the Attached Memorandum of Agreement. Any of those employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer notice within 30 days of the signing of this agreement.

ARTICLE 29 – HEALTH PLAN AND PENSION PLAN

29:01 Health Plan

Cost sharing of the premiums of the group health benefit plan shall be Employer 65% of the premiums and employees 35% of the premiums. This provision for a 65-35 cost sharing formula does not apply to premiums for AD&D, life insurance, dental coverage, LTD or any other existing benefit plan (other than a group health benefit plan).

29:02 The Employer agrees to continue a cost shared pension plan for employees in the bargaining unit.

ARTICLE 30 – PAID BENEFITS FOR CASUAL EMPLOYEES

30.01 For casual employees, during the term of the Agreement, in each fiscal year (April 1 - March 31), the following benefits will be received:

(a) vacation pay of 4% until the employee has completed 720 hours worked and thereafter 6%

(b) after completing 720 hours worked, any casual employee who works 50% or more of the number of shifts normally worked by a permanent full-time employee shall receive five (5) paid holidays in that fiscal year (there shall be no carry over of these holidays from one fiscal year to another). Two of such holidays shall be Christmas Day and New Years Day and if the employee works on either of those days, they shall be paid at the rate of time and one half for hours worked on that day, plus the holiday pay.

(c) After competing seven hundred and twenty (720) hours worked, any casual employee who works 50% or more of shifts normally worked by a permanent full-time employee shall receive forty (40) hours in lieu of benefits in that fiscal year to be taken when mutually agreed.

IN WITNESS thereof the parties hereto have executed this Agreement by the hands of their duly authorized officers:

THIS 22 **day of** July **, 2026.**

SEAVIEW MANOR CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2094

WITNESS TO ALL SIGNATURES

APPENDIX "A" WAGE RATES

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Special Wage Adjustment 2.5% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Wage Adjustment Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Wage Adjustment Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	% Increase: 1.5% Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Wage Adjustment Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	% Increase: 1.5% Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
Food Services Worker	Probationary Rate	$18.4753	$38,429	$19.0297	$39,582	$19.5055	$40,571	$19.6858	$40,946	$20.0795	$41,765	$20.4811	$42,601	$20.8907	$43,453	$22.8907	$47,613	$23.2341	$48,327	$23.4345	$48,744	$23.7860	$49,475
Environmental Services Worker	Regular Rate	$18.7729	$39,048	$19.3363	$40,219	$19.8197	$41,225	$20.0000	$41,600	$20.4000	$42,432	$20.8080	$43,281	$21.2242	$44,146	$23.2242	$48,306	$23.5725	$49,031	$23.7729	$49,448	$24.1295	$50,189
LTCA*																							

***Effective date of signing**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Special Wage Adjustment 2.5% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	% Increase: 2.0% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Wage Adjustment Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	% Increase: 1.5% Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Wage Adjustment Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate	% Increase: 1.5%
Seamstress	Probationary Rate	$19.1455	$39,823	$19.7200	$41,018	$20.2130	$42,043	$20.6173	$42,884	$21.0296	$43,742	$21.4502	$44,617	$23.4502	$48,777	$23.8020	$49,508	$24.1034	$50,135	$24.4650	$50,887	
	Regular Rate	$19.4546	$40,466	$20.0385	$41,680	$20.5394	$42,722	$20.9502	$43,576	$21.3692	$44,448	$21.7966	$45,337	$23.7966	$49,497	$24.1535	$50,239	$24.4549	$50,866	$24.8217	$51,629		

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Special Wage Adjustment 2.5% Oct.31-24 Hourly Rate	Oct.31-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-25 Hourly Rate	Oct.31-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	% Increase: 1.5% Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Wage Adjustment Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	% Increase: 1.5% Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
Personal Care Worker/CCA without certification	Start	$18.7288	$38,956	$19.2907	$40,125	$19.7730	$41,128	$20.1684	$41,950												
	After 1 year	$19.1059	$39,740	$19.6789	$40,932	$20.1709	$41,956	$20.5743	$42,795												
	After 2 years	$19.4824	$40,523	$20.0667	$41,739	$20.5683	$42,782	$20.9797	$43,638												
	After 3 years	$19.8459	$41,280	$20.4415	$42,518	$20.9526	$43,581	$21.3716	$44,453	$21.3716	$44,453	$21.7991	$45,342	$22.2350	$46,249	$22.5686	$46,943	$24.2196	$50,377	$24.5829	$51,132
	After 4 years	$20.2231	$42,064	$20.8298	$43,326	$21.3505	$44,409	$21.7775	$45,297	$21.7775	$45,297	$22.2131	$46,203	$22.6573	$47,127	$22.9972	$47,834	$24.6482	$51,268	$25.0179	$52,037
	After 5 years									$22.3219	$46,430	$22.7684	$47,358	$23.2237	$48,305	$23.5721	$49,030	$25.2231	$52,464	$25.6014	$53,251

Effective October 31, 2025, the three lowest steps of the Uncertified CCA will be removed. Any Uncertified CCA, who was on those steps, will be moved to the former step four (now start).

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Special Wage Adjustment 2.5% Oct.31-24 Hourly Rate	Oct.31-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-25 Hourly Rate	Oct.31-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	% Increase: 1.5% Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Wage Adjustment Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	% Increase: 1.5% Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
PCW II (with certificate)	Start	$22.2259	$46,230	$22.8927	$47,617	$23.4651	$48,807	$23.9344	$49,783	$23.9344	$49,783	$24.4130	$50,779	$24.9013	$51,795	$25.2748	$52,572	$26.2843	$54,671	$26.6786	$55,491
	After 1 year	$22.6797	$47,174	$23.3602	$48,589	$23.9442	$49,804	$24.4231	$50,800	$24.4231	$50,800	$24.9116	$51,816	$25.4098	$52,852	$25.7909	$53,645	$26.8004	$55,745	$27.2024	$56,581
	After 2 years	$23.1426	$48,137	$23.8371	$49,581	$24.4330	$50,821	$24.9217	$51,837	$24.9217	$51,837	$25.4201	$52,874	$25.9285	$53,931	$26.3174	$54,740	$27.3269	$56,840	$27.7368	$57,693
	After 3 years	$23.6149	$49,119	$24.3234	$50,593	$24.9314	$51,857	$25.4301	$52,895	$25.4301	$52,895	$25.9387	$53,952	$26.4574	$55,031	$26.8543	$55,857	$27.8638	$57,957	$28.2818	$58,826
	After 4 years	$24.0966	$50,121	$24.8195	$51,625	$25.4400	$52,915	$25.9488	$53,974	$25.9488	$53,974	$26.4678	$55,053	$26.9972	$56,154	$27.4021	$56,996	$28.4116	$59,096	$28.8378	$59,983
	After 5 years									$26.5975	$55,323	$27.1295	$56,429	$27.6721	$57,558	$28.0871	$58,421	$29.0966	$60,521	$29.5330	$61,429

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-24 Hourly Rate	Oct.31-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Special Wage Adjustment 2.50% Apr.1-25 Hourly Rate	Apr.1-25 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-25 Hourly Rate	Oct.31-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Matched Wage Rates Apr.1.26 Hourly Rate	Apr.1.26 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	% Increase: 1.5% Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	% Increase: 1.5% Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
Activity Worker I (without training)	Probationary Rate	$19.3286	$40,204	$19.9087	$41,410	$20.4064	$42,445	$20.4064	$42,445	$20.8146	$43,294	$21.3349	$44,377	$21.8683	$45,486	$21.8683	$45,486	$22.3057	$46,396	$24.1643	$50,262	$24.6476	$51,267	$25.0173	$52,036	$25.3925	$52,816
	Regular Rate	$19.6571	$40,887	$20.2469	$42,114	$20.7531	$43,166	$20.7531	$43,166	$21.1682	$44,030	$21.6974	$45,131	$22.2398	$46,259	$22.2398	$46,259	$22.6846	$47,184	$24.5754	$51,117	$25.0669	$52,139	$25.4429	$52,921	$25.8246	$53,715
Activity Worker II (with training)	After 1 year	$20.0590	$41,723	$20.6609	$42,975	$21.1774	$44,049	$21.1774	$44,049	$21.6010	$44,930	$22.1410	$46,053	$22.6945	$47,205	$22.6945	$47,205	$23.1484	$48,149	$25.3333	$52,693	$25.8399	$53,747	$26.2275	$54,553	$26.6209	$55,372
	After 2 years	$20.4680	$42,574	$21.0823	$43,851	$21.6094	$44,948	$21.6094	$44,948	$22.0416	$45,846	$22.5926	$46,993	$23.1574	$48,167	$23.1574	$48,167	$23.6206	$49,131	$26.1638	$54,421	$26.6871	$55,509	$27.0874	$56,342	$27.4937	$57,187
	After 3 years	$20.8853	$43,441	$21.5116	$44,744	$22.0494	$45,863	$22.0494	$45,863	$22.4904	$46,780	$23.0527	$47,950	$23.6290	$49,148	$23.6290	$49,148	$24.1016	$50,131	$26.9944	$56,148	$27.5343	$57,271	$27.9473	$58,130	$28.3665	$59,002
	After 4 years	$21.3115	$44,328	$21.9509	$45,658	$22.4997	$46,799	$22.4997	$46,799	$22.9497	$47,735	$23.5234	$48,929	$24.1115	$50,152	$24.1115	$50,152	$24.5937	$51,155	$27.8255	$57,877	$28.3820	$59,035	$28.8077	$59,920	$29.2398	$60,819
	After 5 years							$23.0622	$47,969	$23.5234	$48,929	$24.1115	$50,152	$24.7143	$51,406	$24.7143	$51,406	$25.2086	$52,434	$28.5212	$59,324	$29.0916	$60,511	$29.5280	$61,418	$29.9709	$62,339
	After 6 year															$25.3322	$52,691	$25.8388	$53,745	$29.2342	$60,807	$29.8189	$62,023	$30.2661	$62,954	$30.7201	$63,898

Effective April 1, 2026 employees who were in the CCA certification or without degree/diploma course will be matched to the wage rate for the next higher pay band (degree/diploma) rate.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-24 Hourly Rate	Oct.31-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Special Wage Adjustment 2.50% Apr.1-25 Hourly Rate	Apr.1-25 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-25 Hourly Rate	Oct.31-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Matched Wage Rates Apr.1.26 Hourly Rate	Apr.1.26 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	% Increase: 1.5% Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	% Increase: 1.5% Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
Physio Aide	Probationary Rate	$19.4998	$40,560	$20.0850	$41,777	$20.5871	$42,821	$20.5871	$42,821	$20.9989	$43,678	$21.5238	$44,770	$22.0619	$45,889	$22.0619	$45,889	$22.5032	$46,807	$27.5952	$57,398	$28.1471	$58,546	$28.5693	$59,424	$28.9979	$60,316
	Regular Rate	$19.8313	$41,249	$20.4262	$42,486	$20.9368	$43,549	$20.9368	$43,549	$21.3556	$44,420	$21.8895	$45,530	$22.4367	$46,668	$22.4367	$46,668	$22.8854	$47,602	$28.0641	$58,373	$28.6253	$59,541	$29.0547	$60,434	$29.4905	$61,340
	After 1 year	$20.2364	$42,092	$20.8436	$43,355	$21.3647	$44,439	$21.3647	$44,439	$21.7920	$45,327	$22.3368	$46,461	$22.8952	$47,622	$22.8952	$47,622	$23.3531	$48,575	$28.7656	$59,833	$29.3409	$61,029	$29.7811	$61,945	$30.2278	$62,874
	After 2 years	$20.6490	$42,950	$21.2685	$44,239	$21.8002	$45,344	$21.8002	$45,344	$22.2362	$46,251	$22.7921	$47,408	$23.3619	$48,593	$23.3619	$48,593	$23.8292	$49,565	$29.4848	$61,328	$30.0745	$62,555	$30.5256	$63,493	$30.9835	$64,446
	After 3 years	$21.0698	$43,825	$21.7018	$45,140	$22.2443	$46,268	$22.2443	$46,268	$22.6892	$47,194	$23.2565	$48,373	$23.8379	$49,583	$23.8379	$49,583	$24.3146	$50,574								
	After 4 years	$21.4995	$44,719	$22.1445	$46,061	$22.6981	$47,212	$22.6981	$47,212	$23.1521	$48,156	$23.7309	$49,360	$24.3242	$50,594	$24.3242	$50,594	$24.8106	$51,606								
	After 5 years							$23.2656	$48,392	$23.7309	$49,360	$24.3241	$50,594	$24.9322	$51,859	$24.9322	$51,859	$25.4309	$52,896								
	After 6 years															$25.5555	$53,155	$26.0666	$54,219								

Effective April 1, 2026 employees who were in the CCA certification or without degree/diploma course will be matched to the wage rate for the next higher pay band (degree/diploma) rate.

				% Increase:	3.0%	Special Wage Adjustment	2.50%	Additional Step to Scale	2.5%	% Increase:	2.0%	Special Wage Adjustment	2.50%	Special Wage Adjustment	2.50%	Additional Step to Scale	2.5%	% Increase:	2.0%	% Increase:	2.0%	% Increase:	1.5%	% Increase:	1.5%
Classification		**Expired Hourly Rate**	**Expired Approx. Annual Rate**	**Nov.01-23 Hourly Rate**	**Nov.01-23 Approx. Annual Rate**	**Nov.01-23 Hourly Rate**	**Nov.01-23 Approx. Annual Rate**	**Oct.31-24 Hourly Rate**	**Oct.31-24 Approx. Annual Rate**	**Nov.01-24 Hourly Rate**	**Nov.01-24 Approx. Annual Rate**	**Nov.01-24 Hourly Rate**	**Nov.01-24 Approx. Annual Rate**	**Apr.1-25 Hourly Rate**	**Apr.1-25 Approx. Annual Rate**	**Oct.31-25 Hourly Rate**	**Oct.31-25 Approx. Annual Rate**	**Nov.01-25 Hourly Rate**	**Nov.01-25 Approx. Annual Rate**	**Nov.01-26 Hourly Rate**	**Nov.01-26 Approx. Annual Rate**	**Nov.01-27 Hourly Rate**	**Nov.01-27 Approx. Annual Rate**	**Nov.01-28 Hourly Rate**	**Nov.01-28 Approx. Annual Rate**
Physio Aide (Physiotherapy Assistant Training Program) (Degree)	Probationary Rate	$23.9124	$49,738	$24.6299	$51,230	$25.2456	$52,511	$25.2456	$52,511	$25.7505	$53,561	$26.3943	$54,900	$27.0542	$56,273	$27.0542	$56,273	$27.5952	$57,398	$28.1471	$58,546	$28.5693	$59,424	$28.9979	$60,316
	Regular Rate	$24.3189	$50,583	$25.0483	$52,100	$25.6745	$53,403	$25.6745	$53,403	$26.1880	$54,471	$26.8427	$55,833	$27.5138	$57,229	$27.5138	$57,229	$28.0641	$58,373	$28.6253	$59,541	$29.0547	$60,434	$29.4905	$61,340
	After 1 year							$26.3164	$54,738	$26.8427	$55,833	$27.5138	$57,229	$28.2016	$58,659	$28.2016	$58,659	$28.7656	$59,833	$29.3409	$61,029	$29.7811	$61,945	$30.2278	$62,874
	After 2 years															$28.9066	$60,126	$29.4848	$61,328	$30.0745	$62,555	$30.5256	$63,493	$30.9835	$64,446

				% Increase:	3.0%	Special Wage Adjustment	2.50%	% Increase:	2.0%	% Increase:	2.0%	% Increase:	2.0%	% Increase:	1.5%	Wage Adjustment		% Increase:	1.5%
Classification		**Expired Hourly Rate**	**Expired Approx. Annual Rate**	**Nov.01-23 Hourly Rate**	**Nov.01-23 Approx. Annual Rate**	**Nov.01-23 Hourly Rate**	**Nov.01-23 Approx. Annual Rate**	**Nov.01-24 Hourly Rate**	**Nov.01-24 Approx. Annual Rate**	**Nov.01-25 Hourly Rate**	**Nov.01-25 Approx. Annual Rate**	**Nov.01-26 Hourly Rate**	**Nov.01-26 Approx. Annual Rate**	**Nov.01-27 Hourly Rate**	**Nov.01-27 Approx. Annual Rate**	**Nov.01-27 Hourly Rate**	**Nov.01-27 Approx. Annual Rate**	**Nov.01-28 Hourly Rate**	**Nov.01-28 Approx. Annual Rate**
Cook	Probationary Rate	$22.0951	$45,958	$22.7580	$47,337	$23.3270	$48,520	$23.7935	$49,491	$24.2694	$50,480	$24.7548	$51,490	$25.1261	$52,262	$27.0434	$56,250	$27.4491	$57,094
	Regular Rate	$22.4707	$46,739	$23.1448	$48,141	$23.7234	$49,345	$24.1979	$50,332	$24.6818	$51,338	$25.1755	$52,365	$25.5531	$53,150	$27.4704	$57,138	$27.8825	$57,996
Maintenance	Probationary Rate	$22.7182	$47,254	$23.3998	$48,672	$23.9848	$49,888	$24.4645	$50,886	$24.9538	$51,904	$25.4529	$52,942	$25.8347	$53,736	$27.6654	$57,544	$28.0804	$58,407
	Regular Rate	$23.1044	$48,057	$23.7975	$49,499	$24.3924	$50,736	$24.8802	$51,751	$25.3778	$52,786	$25.8854	$53,842	$26.2737	$54,649	$28.1044	$58,457	$28.5260	$59,334
Journeyman Cook	Probationary Rate	$24.1460	$50,224	$24.8705	$51,731	$25.4923	$53,024	$26.0021	$54,084	$26.5222	$55,166	$27.0526	$56,269	$27.4584	$57,114	$29.0896	$60,506	$29.5259	$61,414
	Regular Rate	$24.5565	$51,078	$25.2934	$52,610	$25.9258	$53,926	$26.4443	$55,004	$26.9732	$56,104	$27.5126	$57,226	$27.9253	$58,085	$29.5565	$61,478	$29.9998	$62,400

General Economic Increases

In the event that the same unionized classification employed within the Nova Scotia Health Authority receive a greater general % for economic increase negotiated into a collective agreement(s) with the Health Authority during the period between November 1, 2025 – October 31, 2029, CUPE Local 2503 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternative general % economic increase.

Classification Adjustments

In the event that the same unionized classification employed within the Nova Scotia Health Authority receive a classification adjustment increase negotiated into a collective agreement (s) with the Health Authority during the period between November 1, 2025 – October 31, 2029, CUPE Local 2503 shall have thirty (30) days from the date of ratification of the other agreement to accept the classification adjustment.

Appendix "B"

MEMORANDUM OF AGREEMENT - LPN PRACTICE AND LEADERSHIP PREMIUMS

Entitlement to LPN Leadership premiums may be submitted the first May 1st following the signing of the collective agreement and every year thereafter in accordance with the timelines below.

LPN Practice *and Leadership* premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice *and leadership* activities.

To be eligible for a premium for a twelve (12) month period an LPN must earn seventy (70) points for Practice and *sixty (60) points for the Nursing Leadership* by participating in Employer approved activities.

This premium shall be paid in full in a lump sum and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify they must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1st. The premium shall be effective following proof for the twelve (12) month from April 1 to the following March 31.

This premium shall be prorated for Part-time LPNs and Casual *(if Casual are in the bargaining unit – language may vary by Facility)* based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN may qualify for either or both of the Nursing Practice and Nursing Leadership Premiums.

An LPN who qualifies for the premium shall be paid an annual supplement of $850.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES
POINTS CLAIMED MUST COME FROM A MINUMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which the LPN works

or may choose to take voluntarily regardless of the location or service the LPN works. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the LPN.

These points can only be claimed in the year the certification is awarded.

B. COURSE IN A SPECIALTY Requiring an evaluation component (20 POINTS)

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

C. COURSE IN A SPECIALTY Not requiring an evaluation component (15 OR 10 POINTS)

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion/attendance for taking such a course, the LPN is not considered "certified." Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/PERSONAL DEVELOPMENT (15 OR 10 POINTS)

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related but the skills/theory are applicable to the nursing practice environment in which the LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an "in-service" either scheduled or ad hoc in nature.

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

F. E-LEARNING (5 POINTS)

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

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

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

NURSING LEADERSHIP PREMIUM - GROUP C
(For illustrative Purposes)

CATEGORIES:

A. Committee/Task Force Involvement (for Hospital, District, Province, Union, Professional Organization or Association, Agency

- Chair of a committee/task force that meets 9-12 times per year (20 points)
- Member of a committee/task force that meets 9-12 times per year (15 points)
- Chair of a committee/task force that meets 4-6 times per year (15 points)
- Member of a committee/task force that meets 4-6 times per year (10 points)
- Chair of a committee/task force that meets 1-3 times per year (10 points)
- Member of a committee/task force that meets 1-3 times per year (5 points)
- Telehealth Coordinator

B. Professional Association Involvement

- Maintains an active membership in a Professional Association Special Interest Group (eg Canadian Association of Gerontological Nurses; Canadian

Association of Occupational Health Nurses, Canadian Hospital Infection Control Association etc)

- Holds office in a professional nursing organization or special interest: with subheadings for National, Provincial or Local level and further subdivided to recognize if you are President vs a Member of the Executive.

	President	**Executive**	**Member**
National	25 points	20 points	10 points
Provincial/Local	20 points	15 points	10 points

C. Publications/Presentations

- Publication in a peer-reviewed professional journal or textbook (25 points)
- Publication in a non-peer-reviewed journal (eg. hospital newsletter, local paper or publication) (10 points)
- Speaker at a National Conference (25 points)
- Speaker at a Provincial Conference (20 points)
- Speaker at a Local Conference (20 points)
- Speaker at a facility-based inservice session (10 points)
- Poster Board Presenter at a National Conference (20 points)
- Poster Board Presenter at a Provincial Conference (15 points)
- Poster Board Presenter at a Local Conference (15 Points)
- Poster Board Presenter at a facility-based Conference (10 points)

D. Research

- Primary Investigator as part of a multi-site study (25 points)
- Co-Investigator as part of a multi-site study (20 points)
- Primary Investigator of a *facility*/unit based research study (15 points)
- Co-Investigator of a *facility*/unit based research study (10 points)
- Develops a unit specific research proposal (5 points)
- Conducts a literature review as part of a research study (5 points)

E. Education

- Enrolled in Degree Program (minimally taking 2 courses per year) (15 points)
- Instructor-Level Status for designated courses (e.g. BCLS, PIECES, ARDCC, etc) (10 points)

F. Unit Resource/Skill/Content Expert Person

- Provides support/expertise/oversight for education, skills and information needed by colleagues (eg. is a content expert for implementation of medication reconciliation project, elder-friendly, Resident-centred care, Wound and Palliative Care) (20 points)

G. Accepts Additional Leadership Responsibilities

- Project lead for new product evaluation (10 points)
- Researches/benchmarks new procedures (5 points)
- Develops/revises a new policy or procedure (5 points)
- Instructs a designated course at least once per year (10 points)

H. Special Projects

- Involved in a planned endeavour designed and implemented to address a resident, nursing, facility or community health care concern or need. (eg. QI project to improve resident outcomes) (10 – 20 points depending on scope of project).

MEMORANDUM OF AGREEMENT

RE: CASUAL EMPLOYEES PROGRESSION ON THE SALARY SCALE

All new casual employees who have successfully passed probation will progress along the relevant salary scale commensurate with hours worked at Seaview Manor such that when a casual has worked 2080 hours they shall move to the next step on the salary scale until they reach the maximum step on the appropriate salary scale.

MEMORANDUM OF AGREEMENT

RE: SUPPLEMENTARY LEAVE CREDITS

WHEREAS the Employer and the Union wish to recognize the commitment of permanent full-time and part-time employees reflected by their service at Seaview Manor in excess of twenty-five (25) continuous years;

NOW THEREFORE IT IS AGREED that the Employer will grant paid leave of 20 hours per fiscal year (April 1-March 31), pro-rated for permanent part-time employees, for permanent full time and part-time employees who by April 1 in any such year, have completed twenty-five (25) years' continuous service at Seaview Manor. Scheduling of such leave shall be done by mutual agreement; however, it may not be taken during the summer vacation or Christmas Holiday period and may not be carried over from one fiscal year to the next.

MEMORANDUM OF AGREEMENT

RE: Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and inclusion in the workplace:

(a) Within 90 days of the ratification of the CUPE LTC Lead Agreement, 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.

MEMORANDUM OF AGREEMENT

RE: LPN Transition to New Steps and 25 Year Rate Eligibility

Any LPN who has additional years/hours to be recognized for placement on the increment scale after year/hours 4 or after year/hours 5 or in accordance with the amended criteria for eligibility for the 25 year rate will have 30 days from the date of ratification to provide the Employer any additional information necessary to appropriately place the LPN.

MEMORANDUM OF AGREEMENT

RE: Recognition for Placement

Employees will be given recognition for previous experience for the purpose of placement on the wage scale, if their wage scale has a wage grid, excluding the probationary rate if a probationary rate exists. Placement is subject to submitting evidence satisfactory to the Employer of the Employee's previous experience in the classification for the purpose of placement on Appendix A.

Employees employed as of date of ratification will have 30 days to submit evidence of experience for placement on the Appendix A. Thereafter, newly hired Employee's must submit the evidence within 30 days of commencement of employment, failure to submit the evidence within the timelines will result in previous experience not being considered for the purposes of placement.

An Employee will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

LPNs are excluded from this Article and will have placement determined in accordance with existing language as amended in paragraph 3 of the lead table settlement if an article exists, if no article exists this article will apply.

MEMORANDUM OF AGREEMENT

RE: LPN Preceptorship

Nothing herein removes the obligation of LPNs to participate in general orientation of a new hire.

The Parties recognize and acknowledge that every LPN has a professional responsibility to participate in preceptor duties for other LPNs subject to the following:

a) "Preceptor" shall mean an LPN who is assigned to supervise, educate, and evaluate LPN preceptees in a formal relationship for a pre-determined length of time. An LPN acting as a preceptor has an assigned responsibility and accountability for the activities and overall learning of the LPN preceptee.

b) LPNs may be required, as part of their duties, to act as Preceptors for other LPNs in supervising activities of LPN learners, New Graduate LPNs, and newly hired LPN and in accordance with current guidelines. LPNs will be informed in writing of their responsibilities in relation to these preceptees and will be provided with appropriate training as determined by the Employer.

c) In the case of student LPNs and New Graduate LPNs, any relevant information that is provided to the Employer by the educational institution with respect to skill level of preceptees will be made available to the LPNs supervising the preceptees.

d) An LPN who is interested in acting as a Preceptor will identify their interest to the Employer and may be approved by the Employer. However, an LPN who is not currently a Preceptor may be assigned Preceptor duties when required.

e) An LPN accepted by the Employer as a Preceptor may be removed by the Employer if the LPN is not capable of performing preceptor duties. The Employer may permit an LPN to opt out of a preceptor assignment if it is determined that the relationship is not beneficial to both parties.

f) The Employer will endeavor to provide preceptor training to interested LPNs who will be precepting. Training will be scheduled subject to operational requirements and without loss of pay to the LPN. Those LPNs accepted to act as a Preceptor shall be given first consideration for such training if needed.

g) A LPN designated as a Preceptor will be paid a premium of $1.50 for each hour worked as an LPN preceptor.

MEMORANDUM OF AGREEMENT

RE: CCA Student Mentorship

The Parties recognize and acknowledge the role of a CCA in acting as a Mentor to support education and development of students in the CCA program:

a) "Student Mentor" shall mean a CCA who is assigned to supervise, educate, and evaluate Students in a recognized CCA program in a formal relationship for a pre-determined length of time. A CCA acting as a Student Mentor has an assigned responsibility and accountability for the activities and overall learning of the Student.

b) CCA Student Mentors will be informed in writing of their responsibilities in relation to these Students and will be provided with appropriate training as determined by the Employer.

c) Any relevant information that is provided to the Employer by the educational institution with respect to skill level of Student will be made available to the CCAs mentoring the Student.

d) A CCA who is interested in acting as a Student Mentor will identify their interest to the Employer and may be approved by the Employer. However, depending on need, a CCA who is not currently a Student Mentor may be assigned Mentorship duties when required.

e) A CCA accepted by the Employer as a Student Mentor may be removed by the Employer if the CCA is not capable of performing mentorship duties. The Employer may permit a CCA to opt out of a mentorship assignment if it is determined that the relationship is not beneficial to both parties.

f) The Employer will endeavor to provide Student Mentorship training to interested CCAs who will be acting as Student Mentors. Training will be scheduled subject to operational requirements and without loss of pay to the CCA. Those CCAs accepted to act as a Student Mentor shall be given first consideration for such training if needed.

g) A CCA designated as a Student Mentor will be paid a premium of $1.50 for each hour worked with a Student as a Student Mentor.

MEMORANDUM OF AGREEMENT

RE: Automatic Wage Adjustment ("Me too") Unmatched Classifications

For the purposes of general economic increase automatic adjustments ("me too") the parties are agreed that every classification in long term care will be deemed to be in one of the NSH bargaining units. In the event the parties determine that the equivalent classification is not in the bargaining unit, the parties will meet to review the classifications to determine the most appropriate placement.

Similarly for the purposes of classification adjustment automatic adjustments ("me too"), if the equivalent unionized classification does not exist at the NSH, the parties will meet to review the classification and determine the closest comparator. The unmatched classification will then be entitled to the classification adjustment for the closest comparator.

If the parties are unable to determine the appropriate bargaining unit or the appropriate comparator for an unmatched classification, the matter can be referred to an Arbitrator for determination. The parties may agree to mediation to assist in resolution. The cost of the arbitration will be shared equally between the parties.

Whereas the parties recognize that LTCAs are unique to long term care, the parties agree that for the purposes of general economic increases the classification will be considered to be in the Support bargaining unit and for the purposes of classification adjustments the adjustments would be based on the Health Care Aide.