

ORIGINAL

COLLECTIVE AGREEMENT

BETWEEN

MAPLE HILL MANOR

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2765**

(Effective from November 1, 2020 to October 31, 2023)

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PREAMBLE

Recognizing that the common objectives of the employer and employee are the rendering of the best possible care to the guests of the Manor within the bounds of resources available and the common dependence of the employer and its employees on the welfare of the Manor as a whole, and recognizing further that the relationship of goodwill and mutual respect between the employer and the employees contributes greatly to the maintenance and increase of that welfare, the parties to this agreement have joined together in the following agreement:

ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of both parties to this agreement:
1. To maintain and improve harmonious relationships and settled conditions of employment between the employer and the employees.
 2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment services.
 3. To encourage efficiency in operations.
 4. To promote the morale, well-being and security of all employees in the bargaining unit of the union.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The union recognizes the right of the employer to exercise the regular and customary functions of management except insofar as such rights are modified or limited by this agreement, and the union recognizes that it is the regular and customary function of the employer to:
- a) Maintain order, discipline and efficiency, to make reasonable regulations as to the conduct and personal appearance of all employees during working hours;
 - b) Hire, direct, classify, promote, layoff;
 - c) Discharge, demote, suspend or otherwise discipline employees for just cause;

- d) Generally manage and operate the Manor in all respects in accordance with its obligations, determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required, and all matters concerning the Manor's operation.
- 2.02 The employer agrees that these functions shall be exercised fairly and in a manner consistent with this agreement.

ARTICLE 3 - RECOGNITION

3.01 BARGAINING UNIT

The employer recognizes the Canadian Union of Public Employees and its Local 2765 as the sole and exclusive collective bargaining agent for all employees employed on a permanent full-time or permanent part-time basis in the bargaining unit (as described by the Labour Relations Board of Nova Scotia, Order No. 2988, as amended) save and except the Administrator, Program Director, Director of Dietary Services, Director of Support Services and Directors of Resident Care, Secretary to the Administrator, Accountant, Resident Advocate, Dietician and those employees excluded by Paragraphs "A" and "B", Subsection 2, Section 1, of the Trade Union Act.

3.02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

3.03 FULL-TIME, PART TIME AND TEMPORARY EMPLOYEES

This collective agreement is fully applicable to all permanent full-time, permanent part-time and temporary employees.

ARTICLE 4 - DEFINITIONS

- 4.01 The term "**EMPLOYEE**" as used in this agreement shall include all those employees as described by the Labour Relations Board Certification (Nova Scotia) Order No. 2988 as amended.
- 4.02 A "**PERMANENT FULL-TIME EMPLOYEE**" is one who is regularly scheduled on a full time basis and who has completed a probationary period of 528 hours as per Article 4:06 (a). A permanent full-time employee is entitled to all rights and benefits of the Collective Agreement.

- 4.03 A **"PERMANENT PART-TIME EMPLOYEE"** is one who is employed on a continuous basis but one who works less than the schedule of the permanent full-time employee and has completed the probationary period of 528 hours. Benefits of this agreement are applicable to permanent part-time employees on pro rata basis for regular days worked.
- 4.04 (a) A **"TEMPORARY EMPLOYEE"** is an employee hired for a designated period in excess of ten (10) working days or thirty (30) calendar days, whichever is greater. If a temporary employee becomes a permanent full-time or permanent part-time employee without a break in service, their date of permanent employment shall be deemed to be the first day of the employee's temporary employment. A temporary employee will qualify for all other benefits of this agreement on a pro-rata basis. All temporary positions will be probationary periods as per 4:06 (b).
- (b) If a temporary position becomes available, the employer agrees to first fill such vacancies with the most senior qualified permanent employee who has completed their probationary period. If no permanent employee is available, it shall go to the most senior qualified relief person. Employees accepting temporary positions must complete the term of the temporary position or six months in the position whichever is less. If a permanent full-time or permanent part-time position becomes available, the employees shall be able to make application for these positions.
- 4.05 (a) **"RELIEF/CASUAL EMPLOYEE"** is an employee who works on a day-today basis as required. The benefits of this agreement do not apply to relief employees except that they shall receive the wage rate in Appendix "A", for their classification.
- (b) **"RELIEF/CASUAL EMPLOYEES"** who have completed one thousand and 40 (1,040) hours of work shall be eligible for the benefits in Appendix "B".
- *4.06 (a) **"PROBATIONARY PERIOD"** for permanent full-time and permanent part-time employees shall be 528 hours worked from their date of hire in their permanent full-time or permanent part-time positions. If an employee is discharged or disciplined during that period, they will not have access to the grievance procedure. This discharge or discipline of a probationary employee is at the sole discretion of the employer. Probationary employees shall receive the wage rate in Appendix "A" for their classification and be entitled to all rights and benefits of this agreement, unless otherwise specified herein. After completion of their probationary period, seniority shall be effective from the first day worked after orientation.
- (b) Notwithstanding Article 4:06(a), an employee hired to fill a temporary position shall have their first 528 consecutive hours worked in temporary positions considered as their probation period if, and only if:

1. The employee is the successful applicant for a permanent full-time or permanent part-time position in the same department as their temporary position.
2. Date of hire shall only be used for a promotion to permanent part-time or permanent full-time or a temporary position. All other benefits shall be in accordance with Article 15:01 (B).
3. Employees who work in a temporary position and completes the probationary period shall receive credit for time worked in all temporary positions as of April 1, 1990.
4. For greater clarity it is understood that there will be only one probation period.

4.07 MUTUAL AGREEMENTS

No employee shall be required or permitted to make any written or verbal agreement with the Home, its representatives or immediate management supervisor, which is contrary to the terms of this collective agreement. This will not prevent an employee from making a temporary arrangement with the Manor, which is not inconsistent with the collective agreement, when such arrangement does not affect other employees in the bargaining unit.

***ARTICLE 5 - NO DISCRIMINATION, COMMITMENT TO DIVERSITY**

- 5.01 The employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, family relationship, place of residence, physical handicap, nor by reason of his membership or activity in the union, or any other reason.
- *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.
- *5.03** The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job

posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 16.01.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

6.01 ALL EMPLOYEES TO BE MEMBERS

Within one week of the signing of this agreement, all employees of the employer shall, as a condition of employment, become and remain members in good standing of the union, according to the Constitution and By-Laws of the union.

All future employees of the employer shall, as a condition of continued employment, become and remain members in good standing in the union after thirty (30) days of employment with the employer.

***6.02 EMPLOYEE/MEMBER CONTACT INFORMATION**

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

- (a) the name of each Employee; 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 7 - CHECK-OFF OF UNION DUES

7.01 CHECK-OFF PAYMENTS

The employer shall deduct from every employee's pay any dues, initiation fees or assessments levied by the union on its members.

7.02 DEDUCTIONS

Deductions shall be made from the payroll of each employee for all hours worked and shall be forwarded to the Secretary-Treasurer of the union not later than the 20th day of each month, accompanied by two (2) lists of the names, addresses and classification of the employees from whose wages the deductions have been made.

7.03 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the employer shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 8 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

8.01 POTENTIAL EMPLOYEES

The employer agrees to acquaint potential employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

8.02 COPIES OF AGREEMENT

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative. The steward or representative will provide them with a copy of the collective agreement. Whenever there is a new Executive, a change in Executive or a designation of Stewards, written notification shall be provided to management.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the administrator and the secretary of the union and President of the Union.

A copy of any correspondence between the employer, or their designate, and any employee in the bargaining unit pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the president, the secretary of the union or their designate.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 ESTABLISHMENT OF COMMITTEE

A Labour Management Committee shall be established consisting of three (3) employees of the union and three (3) representatives of the employer. The Committee shall enjoy the full support of both parties in the interests of maximum care of the residents, improved service to the public, and job security for all employees.

10.02 FUNCTION OF COMMITTEE

The Committee shall concern itself with the following general matters:

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

10.03 MEETINGS OF COMMITTEES

The Committee shall meet on an informal basis and shall be called for by either party when necessary. Should a meeting be called by either party, such meeting shall be held within five (5) working days (Monday to Friday). Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent while attending such meetings.

10.04 CHAIRPERSON OF THE MEETING

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

10.05 MINUTES OF MEETING

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The

union, the CUPE representative and the employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

10.06 JURISDICTION OF COMMITTEE

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the union or of the employer and does not have the power to bind either the union or its members or the employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the union and the employer with respect to its discussions and conclusions.

ARTICLE 11 - LABOUR MANAGEMENT BARGAINING RELATIONS

11.01 REPRESENTATION

The employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit subject only to Article 4:07 herein. 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 UNION BARGAINING COMMITTEE

The Union Bargaining Committee shall be elected or appointed and consist of not more than four employees. Appointment will be made from each Department where possible. The union will advise the employer of the Union members appointed to this Committee.

11.03 FUNCTION OF THE BARGAINING COMMITTEE

The negotiation of this collective agreement shall be the function of the Bargaining Committee.

11.04 REPRESENTATIVE OF CANADIAN UNION

The union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor

when dealing or negotiating with the employer. Upon authorization by the Administrator and with a formal appointment, such a representative and/or advisor shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance. In order to investigate any grievance, the Administrator shall be given reasonable notice in advance before permission is granted for such access, such permission not to be unreasonably withheld.

11.05 MEETING OF COMMITTEE

Within sixty (60) days of the expiry date, in the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been given, or otherwise mutually agreed upon.

11.06 TIME OFF FOR MEETINGS

Any representative of the 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 pay when such meetings are held within working hours. The Employer will be informed in writing the names of the members of the Bargaining Committee.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

The union will appoint and the employer will recognize a committee of shop stewards, one from each department, all regular employees of the employer, which shall be known as the Grievance Committee, to deal with complaints and grievances.

12.02 NAMES OF STEWARDS

The union shall notify the employer in writing of the name of each steward and the department(s) they represent and the name of the chief steward before the employer shall be required to recognize them.

12.03 DEFINITION OF A GRIEVANCE

A grievance under this collective agreement shall be defined as any difference or dispute arising out of the collective agreement between the employer and the employees of the bargaining unit in the union.

12.04 SETTLING OF GRIEVANCES

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

- STEP 1** The aggrieved employee(s) will submit the grievance to their steward within five (5) working days after the occurrence of the alleged grievance. If the employee's steward is absent, he/she may submit their grievance to the chief steward and/or another member of the grievance committee. At each step of the grievance procedure the grievor shall be present.
- STEP 2** The employee, along with the shop steward, shall discuss the matter complained of with the employee's department head within five (5) working days, Monday to Friday, of the initial occurrence of the event giving rise to the grievance. The department head shall provide the employee with an answer within three (3) working days.
- *STEP 3** Should the answer given by the department head be unsatisfactory to the Employee they shall submit in writing the grievance to the Administrator or representative within five (5) working days of receipt of the answer in Step 1. The Administrator shall provide the employee with an answer within five (5) working days of receipt of the grievance.
- STEP 4** Should the answer given by the Administrator not be acceptable to the grievor, the grievance shall be referred to the grievance committee, and, if supported by the grievance committee, shall be submitted in writing to the Chairperson of the Board within five (5) working days of receipt of the decision in Step 3.
- STEP 5** The Chairperson of the Board and his committee shall meet with the grievance committee within seven (7) days of receipt of the grievance and shall give a decision in writing within five (5) working days after the meeting is held.
- STEP 6** Failing satisfactory settlement being reached in Step 5, the union may refer the dispute to arbitration. Should the matter be referred to arbitration, notification by registered mail as per Article 13:01 herein shall take place within ten (10) working days of the receipt of the decision under Step 5 above.

12.05 GRIEVANCE ON SAFETY

An employee, or group of employees, who is allegedly requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

12.06 REPLIES IN WRITING

Replies to grievances shall be in writing at all stages including the settlement of a grievance, unless otherwise specified by the Collective Agreement.

12.07 FACILITIES FOR GRIEVANCES

The employer shall supply the necessary facilities for the grievance meeting.

12.08 MUTUALLY AGREED CHANGES

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

12.09 POLICY GRIEVANCE

Where a dispute of only a question of general application or interpretation occurs, or where a group of employees or the union has a grievance, Steps 1 and 2 of this article may be by-passed. Such grievance must be processed within ten (10) working days of the alleged occurrence of the event giving rise to the grievance.

12.10 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the union, the employer's representative shall not enter into a discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the union.

12.11 FAILURE TO ACT WITHIN TIME LIMITS

If the grievor and the union or the employer fails to process a grievance to the next step in the grievance procedure within the time limit specified, they shall not be deemed to have prejudiced their position in arbitration so long as the provisions of the grievance procedure are complied with within thirty (30) days from the date of the first commission of the alleged breach.

12.12 TECHNICAL OBJECTIONS TO GRIEVANCE

Subject to any matter being grievable and subject to the time limits set out herein, no grievance shall be defeated or denied by any formal or technical objection in

order to determine the real matter in dispute and to render a decision which is just and equitable.

ARTICLE 13 - ARBITRATION

13.01 COMPOSITION OF BOARD OF ARBITRATION

A single Arbitrator will be used in all cases except those involving discipline and/or discharge, when at the request of either party, a Board of Arbitration shall be used.

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, facsimile, or hand delivered, addressed to the other part of the agreement indicating the names of preference for its nominees. If either party chooses an Arbitration Board the request shall be made by registered mail, facsimile or hand delivered, addressed to the other party of the agreement indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall then select an impartial Chairperson. Should they be unable to agree, the Minister of Labour will be requested to select a Chair.

When a sole Arbitrator is used, the parties shall agree on selection within seven (7) days of receipt of notice. Should agreement on selection not be made, the parties shall apply to the Minister of Labour to appoint an Arbitrator.

13.02 FAILURE TO APPOINT

If the party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.03 BOARD PROCEDURE

The Board may determine its own procedure, but shall give full opportunity to all parties to present and make representations to it. The Board shall commence its proceedings within ten (10) days after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Board hears the submissions. The decision of the majority shall be the decision of the Board.

13.04 DECISION OF THE BOARD

The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

13.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

13.06 EXPENSES OF THE BOARD

Each party shall pay 1/2:

- 1) The fees and expenses of the Arbitrator it appoints.
- 2) The Chairperson shall be paid in accordance with legislation of the Province of Nova Scotia.

13.07 AMENDING OF TIME LIMITS

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

13.08 WITNESSES

At any stage of the grievance or arbitration procedure, the parties, at their own expense, shall have the assistance of any employees concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or arbitrators to have access to the employer's premises to view working conditions, which may be relevant to the settlement of a grievance.

13.09 MEDIATION PROCESS

The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure by mutually agreeing to request a Conciliation Officer from the Nova Scotia Department of Labour.

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

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

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

14.01 DISCIPLINE PROCEDURE

In the event the employer initiates a disciplinary action against an employee who has completed the probationary period and which may result in the suspension or

discharge of an employee, such employee shall be notified in writing of the action and/or penalty with a copy to the National Representative of CUPE, the President and the Secretary of Local 2765.

14.02 ADVERSE REPORT

No entry of a detrimental nature, which may be used in a subsequent disciplinary action, will be maintained on an employee's file without prior knowledge. The employee's reply to such entry shall become part of this record. Such entry shall not be used against the employee after a period of eighteen (18) months has elapsed from the date of entry unless similar discipline occurred within the eighteen (18) month period.

14.03 RIGHT TO HAVE STEWARD PRESENT

Where a supervisor intends to interview an employee for dismissal or suspension purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview.

A steward or local union officer shall have the right to consult with a CUPE staff representative and to have them present to discuss with supervisory personnel the basis of the aforesaid disciplinary action.

***14.04** In the event of allegations of misconduct against an employee which the employer believes warrant investigation, the employer will place the employee on a paid administrative leave pending the employer's conclusion of its investigation.

ARTICLE 15 - SENIORITY

***15.01 SENIORITY DEFINED (TYPE OF SENIORITY UNIT)**

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to certification or recognition of the union. In layoffs, rehiring or promotion to a higher position, the seniority of the employee concerned consistent with the ability to perform the work required as determined by the employer shall be the determining factor and shall be calculated as of the date of hire as per Article 4:06(B).
- (b) For the purpose of calculating benefits for permanent full time and permanent part time employees, years of service shall be calculated on the basis so that a minimum of 2080 regular hours worked equals one year of service and all time worked since the commencement of permanent employment shall be considered for this purpose. A day worked will include vacation days with pay, sick leave days with pay, statutory holidays with pay

and compassionate leave days with pay or any other authorized leave of absence which is paid by the employer.

- (c) There will be no readjustment of seniority or the method of calculating years of service for existing permanent full time and permanent part time employees hired prior to April 1, 1990. However for employees hired as of April 1, 1990, there will be appropriate pro-rata as provided by Article 15:01 (B) of the Collective Agreement.

Seniority shall operate on a bargaining-unit-wide basis.

A leave of absence approved by the employer up to six (6) months will not affect seniority.

***15.02 SENIORITY LIST**

The employer shall maintain a master seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the first shift worked. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in February of each year.

There shall be two (2) seniority lists within each department:

- a) Permanent full-time employees seniority list;
- b) Permanent part-time employees seniority list.
- c) Seniority Lists shall be posted for forty-five (45) days. Any errors or omissions shall be brought to the Employer and fixed. Once corrections are made, that shall be the Seniority List.

These lists shall be known as departmental seniority lists.

***15.03 LOSS OF SENIORITY**

Subject to the following, an employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the employer.

An employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and are not reinstated.
- 2) They resign in writing and do not withdraw within five (5) working days.
- 3) Following a layoff he/she fails to return to work within ten (10) calendar days after receiving notice by registered mail of a notice of recall, unless through

sickness or other just cause. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere, shall not lose their recall rights for their refusal to return to work. An employee who refuses to come back to an equivalent or better position will lose their right to recall.

- 4) Absence because of layoff, uncompensated sick leave or accident for more than two (2) years.
- 5) Fails to return to work following a leave of absence on the day set out when the leave was granted unless through sickness or other just cause.
- 6) It shall be the responsibility of the employee to keep the employer informed of their current address.

15.04 TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employees shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of 528 hours worked. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

*16.01 (a) JOB POSTINGS

When a vacancy occurs, or a new position is created within a department, the employer shall notify the Union, in writing, and post notice of the position on the employer's main bulletin boards for a minimum of two (2) weeks. Positions shall be awarded within thirty (30) working days. Such notice shall be posted as soon as possible after the employer has knowledge that a vacancy will occur. When a temporary vacancy of more than ten (10) working days or thirty calendar days is established, the temporary vacancy will be posted for one week. A copy of the posting will be forwarded to the Union.

- (b) Temporary positions, which become available after June 1 will be filled with the most senior available casual/relief employee (working purely relief).

The temporary positions will be posted in August and filled with the eligible applicant effective September 1. This will result in the temporary appointee returning to their previous position.

- (c) Temporary Positions which become available after November 30th will be filled with the most senior available casual/relief employee (working purely relief) and temporary positions will be posted in January and filled with the eligible applicant effective January 10th. This will result in the temporary appointee returning to their respective position.
- (d) Permanent and Temporary employees may only apply for Temporary posting if it is an increase in hours, unless the parties agree otherwise. Permanent and Temporary employees can not apply for a temporary posting that are equal or less than the number of hours they currently own, unless the parties agree otherwise.

16.02 INFORMATION IN POSTINGS

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

16.03 NO OUTSIDE ADVERTISING

No outside advertisement for any vacancy within the bargaining unit shall be placed before the vacancy is posted within the Home. Any applications from present employees for positions, which may become available, shall be first processed in order of seniority.

16.04 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

Both parties recognize:

- 1) the principal of promotion within the service of the employer, and
- 2) that the job security should increase in proportion to the length of service.

Therefore, in making staff changes, transfer and promotions, appointment shall be made of the applicant with the greatest departmental seniority and having the required skills, abilities and training to do the work. Permanent employees shall be first within the department to be selected for the position. After this, the senior relief employee in the department may receive the vacancy that is created. The job shall be filled within one (1) week of appointment.

16.05 TRIAL PERIOD

The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be placed on trial for a period of 528 hours worked. Conditional on satisfactory service, the employee shall be declared permanent after the aforementioned period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the new employee is unable to perform the duties of the new job classification, he/she shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

- *16.06 Shifts which become available due to absence or other reason shall be distributed equally among relief employees and part-time employees who have indicated the desire to work shifts in addition to those for which they are regularly scheduled. Each vacant shift shall be made available by rotating through a list of names of part time employees who have indicated the desire to be placed on the list of relief employees. The list shall contain the names of the part time employees first and then the names of relief employees indicating a desire to work in order of seniority. Each employee on the list shall be given an opportunity to work a shift before the first employee is called again.

The benefits of this agreement, except the wage rate as set out in Appendix "A" herein, shall not apply to those employees who indicate their desire to work shifts and actually work relief shifts on a day-to-day basis. Part time employees who opt to work relief shifts shall be eligible for overtime as per Article 19.04.

16.07 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

Consideration for promotions will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualifications prior to filling the vacancy. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

- 16.08 In recognition of an employee furthering their education, an employee obtaining certification as a Continuing Care Worker or a Journeyman Cook, shall be able to apply to work in the above positions. Upon acceptance in this department, their seniority will flow with them for positions, which may become available. There will be no bumping of staff currently in positions. A trial period will apply to this position to ensure suitability. Upon completion of the trial period, the employee will remain in the new department.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

17.02 ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security shall increase proportionate to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their departmental seniority. An employee about to be laid off shall bump any employee with less bargaining-wide seniority, providing the employee exercising the right is qualified and has the ability to perform the work of the less senior employee. An employee shall have the right to bump up to a position for which they are qualified in the case of a layoff where their position has been eliminated.

17.03 RECALL PROCEDURE

Employees shall be recalled in order of their seniority conditional upon their ability and qualifications to perform the work of the position being filled.

17.04 NO NEW EMPLOYEES

No new employees shall be hired until those laid off have been given an opportunity of recall.

17.05 ADVANCE NOTICE OF LAYOFF

Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off five (5) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article he/she shall be paid for the scheduled days for which work was not made available.

17.06 GRIEVANCE ON LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at the third step of the grievance procedure. Such grievance shall be filed within five (5) working days of the layoff/recall.

17.07 SENIORITY IN LAYOFFS

In the event of layoff, senior employees who would be affected by layoff may be given a thirty (30) day training period in order to qualify them for the position.

ARTICLE 18 - HOURS OF WORK

18.01 REGULAR DAILY HOURS

The regular daily hours of work shall be:

<u>C.C.A.</u>	7:00 to 3:00 3:00 to 11:00 11:00 to 7:00 7:00 to 12:00		
<u>HOUSEKEEPING</u>	8:00 to 4:00 1:00 to 9:00 8:00 to 12:00 10:00 a.m. to 6:00 p.m.		
<u>KITCHEN</u>	7:00 to 6:00 7:00 to 2:00 8:00 to 6:00 11:00 to 6:00 7:00 to 1:00	(Cooks)	
		(Aides)	7:00 to 3:00 12:00 to 6:00 10:00 to 6:00
<u>MAINTENANCE</u>	8:00 to 4:00 8:00 to 12:00		

It is agreed between the parties that any work performed by maintenance on the weekends shall not be paid at overtime rate unless any given shift exceeds eight (8) hours of work.

The employer agrees to schedule work shifts so that there will be no broken shifts or split shifts for permanent full-time or permanent part-time employees unless mutually agreed upon. (See Letter of Intent attached)

18.02 Employees shall have two (2) consecutive days off, except where not feasible as a result of operational requirements.

18.03 A regular eight (8) hour day shall include a thirty (30) minute designated meal period. Those employees working four hours or less will not require a meal break. Those employees working more than eight (8) hours shall have their meal period increased proportionately for the hours scheduled.

18.04 REGULAR WEEKLY HOURS

The regular hours of work shall be eighty (80) hours per two-week period.

18.05 WORKING SCHEDULE

- 1) At least two (2) consecutive days off shall be scheduled! unless single days off are arranged by mutual agreement between the employer and employee.
 - (a) At least two (2) consecutive days off shall be scheduled and planned in such a way as to equally distribute weekends in order to provide one (1) weekend per month for employees in all future positions. It is understood that employees whose jobs are weekend positions will not be affected.
- 2) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee. Where twenty-four (24) hours of such notice is not given the employee, they shall receive payment at time and one-half (1.5X) the regular rate for the changed shift. If an employee agrees to do a shift exchange without 24 hours notice, no overtime shall be paid as mutually agreed upon by the employee and employer.

Requests for days off (including vacation, holiday, and banked time) must be submitted seven (7) days prior to request. Shift exchanges can only be submitted during regular Administration hours Monday to Friday and must take place within the same pay period.
- 3) Employees who are normally scheduled to work any of the holidays listed in 20:01 shall not be scheduled off to avoid overtime payments unless mutually agreed to by both parties.

18.06 COFFEE BREAKS

An employee shall be permitted a coffee break of fifteen (15) consecutive minutes in both the first half and the second half of each eight (8) hour scheduled work period in an area made available by the employer. Staff working an eleven (11) hour shift shall receive an additional fifteen (15) minute coffee break. Staff working shifts other than those noted above shall receive a fifteen (15) minute coffee break for each four (4) hours worked.

ARTICLE 19 - OVERTIME

19.01 OVERTIME DEFINED

All approved time worked outside the normal scheduled working day shall be construed as overtime. Overtime periods of less than fifteen (15) minutes need not be recorded or paid for, however, overtime periods in excess of fifteen (15) minutes shall be paid for in full.

19.02 OVERTIME RATES

Overtime rates shall apply for work as follows:

- | | | |
|----|-----------------------------------|--|
| a) | <u>ON A REGULAR WORK DAY</u> | Time and one-half (1.5x) after eight (8) hours in any one (1) day. |
| b) | <u>REGULAR SCHEDULED DAYS OFF</u> | Time and one-half (1.5x) for time Worked |

Overtime rates for permanent full time shall apply after working more than eight (8) hours in a day or eighty (80) hours biweekly, except where shifts of more than eight (8) hours are regularly scheduled (e.g. Dietary).

19.03 NO LAYOFF TO COMPENSATE FOR OVERTIME

An employee shall not be required to layoff during regular hours to equalize any overtime worked except by mutual agreement between the employee and the employer, If time off is taken then it shall be equal to that which the employee would have otherwise been entitled to if he/she were to receive overtime pay. In other words, instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon between the employer and employee.

19.04 OVERTIME FOR PART TIME EMPLOYEES

A part time employee working less than the regular working hours per day or week shall be paid straight time pay during their regularly scheduled part time hours.

Overtime rates for permanent part time employees shall apply after working eighty (80) hours biweekly.

19.05 SHARING OF OVERTIME

Overtime and call-back shall be offered to full-time and part-time employees first on a departmental seniority basis. For clarification, overtime shall not be incurred unless no casual/relief staff are available.

19.06 CALL BACK PAY GUARANTEE

An employee who is called into work outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employees' regularly scheduled hours and the work the employee is called in to do.

19.07 All call-ins will be for a minimum of three (3) hours.

ARTICLE 20 - HOLIDAYS

*20.01 PAID HOLIDAYS

The employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Heritage Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Queen's Birthday (May 21)	Christmas Day
Canada Day (July 1)	Boxing Day
Davis Day	

Paid holidays must be taken in full shifts and not broken up in partial shifts. Part-time employees who get a holiday less than a full shift may take a partial holiday shift for the remaining hours.

20.02 PAY FOR REGULARLY SCHEDULED WORK ON A HOLIDAY

- a) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a shift chosen by the employee, at a time mutually agreed upon between the employee and the employer. Such day off is to be within thirty (30) days following the holiday at a time mutually agreed to by the employer and employee or a day's pay in lieu thereof.
- b) In order to qualify for pay for a statutory holiday, the employee must work their last scheduled work shift before and the next scheduled work shift following the holiday. An employee absent from work because of a bona fide illness or injury shall be eligible for the holiday benefits provided that the illness or injury is reported to, verified and authorized by the head of the department or their supervisor.

***20.03** Permanent part-time employees shall receive holiday pay equal to one (1) day's pay on a pro rata basis.

In the first week of December of each year, each permanent part-time employee shall receive any holiday pay owed at the regular hourly rate - one (1) day for each one hundred and sixty (160) hours worked.

***20.04** Full-time employees who work shifts in excess of eight (8) hours shall receive holiday pay equivalent to one hundred and four (104) hours.

20.05 Part-time employees working shifts in excess of eight (8) hours per day shall receive holiday pay equivalent to 20:04 on a pro rata basis.

20.06 Christmas and New Year's shifts shall be shared equally with the senior employee having first choice of what day they would take in order for all employees to have one or the other day off. Any changes in shifts as a result of this shall not give rise to overtime rates.

20.07 HOLIDAY RATES

- 1) Any permanent full-time employees who are scheduled to work on a statutory holiday shall receive time and one-half (1.5x) their regular rate for time worked plus lieu day.
- 2) Any permanent part-time employees who are scheduled to work on a statutory holiday shall be paid time and one-half (1.5x) their regular rate for all hours worked.

ARTICLE 21 - VACATIONS

21.01 LENGTH OF VACATIONS

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

Less than one (1) year of service, one (1) day for every 173.3 hours worked;

Over one (1) year of service but less than eight [8] years of service, at the rate of three (3) weeks per year, one day for every 138.6 hours worked;

Eight (8) or more years of service, at the rate of four (4) weeks, one day for every 104 hours worked;

Twelve (12) or more years of service, at the rate of five (5) weeks, one day for every 83.2 hours worked.

21.02 COMPENSATION FOR HOLIDAYS FALLING WITHIN THE VACATION SCHEDULE

If a paid holiday falls or is observed during an employee's vacation period they shall be allowed an additional vacation day with pay which shall be added to their vacation schedule.

21.03 VACATION PAY SHALL BE PAID ACCORDING TO THE CURRENT RATE OF PAY

Employees shall receive service credits for all working time lost that is paid by the Manor - sick days, vacations, holidays, bereavement leave or leave of absence for union business.

21.04 VACATION YEAR

The vacation year shall be from April 1 to March 31. Annual vacation credits are earned in one (1) vacation year and used in the immediately following vacation year.

For the purpose of determining the vacation increments (as set out in Article 21 :01) an employee is entitled to in a vacation year, the employee must have the requisite years of completed service as of March 31 of the vacation year. (See Letter of Intent attached.)

Permanent full-time and permanent part-time employees hired prior to April 1, 1990 will not have their years of service affected by the change in the vacation year.

Employees cannot take their vacations between December 15th and January 2nd.

21.05 PREFERENCE IN VACATIONS

Preference for vacation time shall be on the basis of seniority of the employees within each department and vacations shall be taken in the year in which they become due.

***21.06 VACATION SCHEDULE**

Employees shall submit their vacation requests by April 15th of each year. Vacation schedules shall be posted by May 15th of each year and shall not be changed without the consent of the affected employees. Vacation shall commence immediately following an employee's regularly scheduled days off.

21.07 UNBROKEN VACATION PERIOD

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employer and the employee and so long as the employer can maintain minimal coverage.

21.08 Part-time employees shall receive vacations on a pro rata basis equal to the years of service based on regular hours worked.

21.09 When an employee is hospitalized which will then entitle them to sick leave, during the period of their vacation, there shall be no deduction from vacation credits for such absence. A period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employer's option.

21.10 OVERTIME VACATION RATE

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

21.11 For vacation purposes - A leave of absence approved by the employer up to three (3) months shall not affect their vacation credits.

ARTICLE 22 - SICK LEAVE

***22.01 SICK LEAVE DEFINED**

- (a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Employees shall be allowed up to forty-eight (48) hours per year for personal preventative medical and dental care. These days will be debited against sick leave credits. Employees must try to arrange their medical and dental appointments outside regular work hours wherever possible.
- (c) Sick Leave is an indemnity and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day and providing the Employee has sufficient sick leave credits.

22.02 ACCUMULATED SICK LEAVE IN TEMPORARY SCHEDULES

Sick leave accumulated in temporary schedules shall be banked for future use in a temporary or permanent position provided they worked in such a position within six (6) months of the completed temporary position.

22.03 AMOUNT OF PAID SICK LEAVE

Paid sick leave shall accumulate at the rate of one and one-half (1.5) days per one hundred and seventy-three point three (173.3) regular paid hours worked until a maximum of one hundred and fifty (150) days sick leave has been reached for each employee.

22.04 PROOF OF ILLNESS

An employee may be required to produce a certificate from a medical practitioner for any illness, certifying that they were unable to carry on duties due to illness.

22.05 SICK LEAVE DURING LEAVE OF ABSENCE AND LAYOFF

When an employee is given a leave of absence for any reason they shall not receive sick leave credit for the period of such absence. An employee shall receive credit when on paid sick leave and shall receive credit while on Workers' Compensation on a pro rata basis to correspond with the proportion of their total compensation as being paid by the employer, i.e., the amount of the supplement.

22.06 Within a reasonable period after the close of each calendar year, the employer shall advise each employee in writing the amount of sick leave accrued to their credit.

22.07 Employees working eleven (11) hour shifts shall have their sick leave calculated on an hourly basis.

22.08 Sick leave for part time employees shall be on a pro rata basis based on one and one-half (1.5) days sick leave for each one hundred and seventy-three point three (173.3) hours worked.

*22.09 PERSONAL DAY

Employees shall be entitled to two (2) personal days per year for personal emergency or crisis where the employee has sufficient sick time banked. The employees sick bank shall be debited for an equal amount for that paid.

ARTICLE 23 - LEAVES OF ABSENCE

*23.01 PAID BEREAVEMENT LEAVE

- a) An employee shall be entitled to five (5) consecutive days bereavement leave, with pay, in case of death in the immediate family of the employee. The immediate family includes: parents, sisters, brothers, spouse, children, stepchildren, foster children, father-in-law, mother-in-law, common-law spouse, step-parent, grandchild and grandparent, daughter-in-law and son-in-law. If a death occurs in the immediate family while the employee is at work, the employee will be granted compassionate leave with pay for the remainder of the employee's regular shift.
- b) In the case of brother-in-law and sister-in-law, the employee will be entitled to two (2) consecutive days off. In the case of Aunt, Uncle, Niece or Nephew, the employee shall receive three (3) consecutive days off.
- c) In the case of any person who resides with the employee, the employee shall receive one (1) full day off with pay to attend the funeral.
- d) Payment shall only be made for scheduled work days that are lost due to bereavement leave.
- e) For clarification, this section applies to the employee's relatives (not the spouses).
- f) If an Employee is in receipt of paid holiday, vacation or sick leave credits at the time of bereavement, the Employee shall be granted bereavement leave and be credited with the appropriate number of days to their holiday, vacation or sick leave credits.
- g) Where the interment or memorial service is not held within the allotted days immediately following the death of a family member as defined in 23.01(a), if there is subsequently an interment or memorial service which falls on a work day, the employee shall be entitled to defer (1) of the days referred to in Article 23.01 (a) above and take the day later for attending the service. Notice of the deferral shall be given at the time of the initial bereavement leave.

23.02 MATERNITY LEAVE, ADOPTION LEAVE AND PARENTAL LEAVE

Pregnancy and Parental leave shall be granted to employees in accordance with the *Nova Scotia Standards Code*, R.S.N.S. 1989, c. 246, as amended.

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. The employer can require a pregnant employee to commence a leave of absence at the time when the duties of their position cannot reasonably be performed by a pregnant woman. The employee is to notify the employer three (3) months before going on leave of absence and three (3) weeks before returning to their employment.

23.03 PAID JURY OR COURT WITNESS DUTY LEAVE

The employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or a witness in any court subject to the following conditions:

- a) That the employee present a copy of a notice of jury duty or subpoena to the Administrator.
- b) That if an employee is not called to serve on a jury at any time during the term of Supreme Court, he/she shall return to the Home and resume their normal shift. In a case where an employee is required to attend court on any particular day and permitted by the court to leave prior to Noon of that day, they shall then return to work in the afternoon. Extenuating circumstances could permit administration to allow extra time. It is understood that the 'relief employee' will continue to work their scheduled shift.
- c) If the employee is the plaintiff or defendant in a civil action, he/she shall not be paid for those periods during which the employee is absent from their normal shift for the purposes of attending at court.
- d) If the employee is an accused in a criminal action, he/she shall not be paid for those periods during which the employee is absent from their normal shift for the purposes of attending at court.

In an incident where (a) to (b), inclusive, do not apply, the employer shall pay an employee the difference between normal earnings and the payment received for jury service or witness fees excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

23.04 TIME OFF FOR ELECTIONS

In the event of any Federal Provincial or Municipal election or referendum, if the employment of an employee does not permit the use of three (3) consecutive hours of his own time for voting, the employer shall allow the employee such additional time with pay from the hours of his employment as may be necessary to provide the three (3) consecutive hours, but the additional times for voting shall be granted to the employee at the time of day that best suits the convenience of the employer.

- 23.05 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the Employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their first term in office.
- (c) An employee who is elected or selected for a position with the Union, shall be granted leave of absence without loss of seniority for a period of one year.

These leaves shall not incur any costs to the Employer and may be extended by mutual agreement between the parties.

23.06 PAY DURING LEAVE OF ABSENCE FOR UNION WORK

It is agreed between the Employer and the Union that the Employer will pay an employee's wages and benefits when said employee is off work on union business with approved leave. The Employer will forward an Invoice to the Secretary-Treasurer of Local 2765. The Union agrees to reimbursement of all costs relating to the wages and benefits for the time off and pay. This practice will remain in effect for the term of this Collective Agreement.

23.07 EDUCATION LEAVE

The employer agrees that it is the mutual benefit of the Employer and the Employees to improve the educational standards of the workforce. Accordingly, the Employer agrees that Regular Full-Time or Permanent Part-Time Employees with three (3) years of service who wish to further their education may be permitted up to two (2) years of an unpaid education leave for work related study at the discretion of the Employer. Such approval shall not be unreasonably denied. During the period of leave seniority shall be retained but shall not be accumulated. During the leave of absence there will be no cost-sharing of benefits. Employees who wish to retain their benefits will be responsible for paying one-hundred (100%) of benefits and must make arrangements with the Employer in advance of the leave

***23.08 DOMESTIC VIOLENCE**

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

- *23.09** The Employer shall grant a leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave

for good and sufficient cause. Such request to be in writing and approved by the Employer subject to operational requirements. If working conditions permit, leaves of absences without pay and without loss of seniority may be granted in excess of six (6) months where such leaves are for good and sufficient cause. Requests for such leaves of absence shall be submitted in writing and approved by the Employer subject to operational requirements. The Employer shall respond in writing to the employee within two (2) calendar weeks.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 PAY DAYS

The employer shall pay salaries and wages in accordance with Appendix "A" attached hereto on a bi-weekly basis. The pay period shall run from Sunday to Saturday, payments shall be made on Friday between 1:00 and 4:00 pm following the previous two (2) week pay period. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

24.02 PAY ON TRANSFER - LOWER RATED JOB

When an employee is assigned temporarily to a position paying a lower rate their rate shall not be reduced.

***24.03 PAY ON TEMPORARY TRANSFER - HIGHER RATED JOB**

If the Housekeeping or Maintenance Supervisor is absent for five (5) consecutive working days an employee who has been assigned to perform the principal duties of the supervisor shall receive a premium of five dollars (\$5.00) per assigned work shift.

In the absence of the Dietary Supervisor from their normal schedule, the cook on duty shall receive \$8.00 per day premium for additional supervisory duties.

***24.04 SHIFT PREMIUM**

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours work, between 1800 hours and 0600 hours.

***24.05 WEEKEND PREMIUM**

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

***24.06 WAGES FOR PHYSIOTHERAPIST AND OCCUPATIONAL THERAPISTS**

The annual salary for the Physiotherapist and Occupational Therapist from the start to After 5 years will be adjusted to match the Health Authority annual salary effective date of ratification.

ARTICLE 25 – WORKERS’ COMPENSATION PAY SUPPLEMENT

***25.01** This provision shall become effective on the date of signing and 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 earning replacement benefit received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation Benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement.

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

- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSAHO Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation Benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation Benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.

- (e) An employee shall not accrue any other benefits while on Workers' Compensation.

ARTICLE 26 - EMPLOYEE BENEFIT PLAN

- *26.01 (a) The Group Health Benefit Plan premium which is now cost-shared by the Employer 50% and the Employee 50% will be adjusted to provide a cost-sharing of premium at Employer 65% and Employee 35%. Dental premium will be cost shared with the Employer paying 50% and the employee paying 50%.

This provision for a 65-35 cost-sharing formula does not apply to premiums for AD&D, Life Insurance, LTD or any other existing benefit plan (other than a Group Health Benefit Plan).

- (b) The Employer will cost share for a maximum of six (6) months when an employee is on extended sick leave. There will be no cost sharing for leave of absence for personal reasons.
- (c) All employees shall participate in the Nova Scotia Health Employee's Pension Plan (NSHEPP) provided they are eligible in accordance with the terms of the Plan. Levels of contribution by the Employer and Employee shall be governed by the Plan.

ARTICLE 27 - HEALTH & SAFETY

27.01 INJURY PAY PROVISIONS

An employee leaving work due to illness or crises will receive full pay if he/she has worked four (4) hours or more and will receive four (4) hours pay if he/she has worked less than four (4) hours. Management reserves the right to request a medical certificate.

27.02 ALCOHOL AND DRUG ADDICTION AND MENTAL HEALTH

Without detracting from the existing rights and obligations of the parties, recognized in other provisions of this agreement, the Manor and the union agree to co-operate in encouraging employees suffering from alcoholism, mental health or drug dependency to undergo a co-ordinated program directed to the objective of their rehabilitation. Provisions of Article 22 of the Collective Agreement shall apply to employees who take advantage of the above-mentioned program.

***27.03 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 28 - GENERAL CONDITIONS

28.01 PERSONNEL RECORDS

The personnel records of an employee or former employee shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned.

With an appointment, an employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. It is understood that references or appraisals obtained from outside the Manor may not be available to the employee.

28.02 Existing classifications within the bargaining unit shall not be eliminated or changed without prior consultation with the union.

28.03 CONTRACTING-OUT

In order to provide job security for the members of the bargaining unit, the employer agrees that work or services presently performed or hereinafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employees with the exception of the operation of Article 16:06 herein.

28.04 All Letters of Understanding shall form part of the Collective Agreement.

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

1. take the absent time as unpaid; or
2. deduct the absent time from accumulated overtime, holiday time or vacation; or
3. when the Employee has no entitlement to accumulated paid leave the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

4. Employees who are successful in arriving at the workplace within one (1) hour of the commencement of the shift will not suffer any penalty. It is understood that employees shall make reasonable attempts, in the case of storm conditions, to arrive at the work safely in a timely fashion.

ARTICLE 29 - GENERAL

29.01 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 required.

ARTICLE 30 - TERM OF AGREEMENT

***30.01 DURATION**

This agreement shall be binding and remain in effect from November 1, 2020 to October 31, 2023 and shall continue from year to year thereafter unless either party gives to the other notice, in writing, by August 1st in any year that it desires its termination or amendment.

30.02 CHANGES IN AGREEMENT

Any changes deemed necessary to this agreement may be made by mutual agreement at any time during the existence of this agreement.

30.03 NOTICE OF CHANGES

Should either party desire to change or amend the agreement it shall give notice to the other party within ninety (90) days prior to the termination date. Such notice shall be given in writing and negotiations shall commence within thirty (30) working days of receipt of or such further time as may be mutually agreed.

***30.04 RETROACTIVITY**

The wages only, including overtime worked, holidays, vacations, paid sick leave, as indicated in Appendix "A" will be retroactive to November 1, 2020. Employees employed on the date of signing shall be eligible for retroactive pay. Former employees who have resigned or retired shall have thirty (30) days after the signing of this Agreement to apply, in writing, for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

30.05 STRIKES AND LOCK OUT

The union agrees that there shall be no walk out or strike during the term of the agreement. The employer agrees that there shall be no lock out during the term of this agreement in the event that there is to be a strike, both parties agree to sit down and agree upon essential services that are to be maintained.

SIGNED this day of AD., 2023.

MAPLE HILL MANOR

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2765

Kendra Baldwin

Cathy Burke

Glenda Getto

Lech Headmaster

Tony Nemo

Candy Anderson

APPENDIX "A" - WAGES

November 1, 2020 – November 1, 2023

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase 1.5%		% Increase 1.5%		Wage Adjustment		% Increase 1.0%		% Increase 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Dietary Aides	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Housekeeper	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase 1.5%		% Increase 1.5%		% Increase 1.0%		% Increase 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker without certification	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker/CCA without certification" as per the MOA re: CCAs, signed March 17, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase 1.5%		% Increase 1.5%		Wage Adjustment		% Increase 1.0%		% Increase 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA/PCW with course	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase 1.5%		% Increase 1.5%		% Increase 3.0%		% Increase 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Activity Worker I (Non-Diploma)	Probationary Rate	\$19.6541	\$40,881	\$19.9490	\$41,494	\$20.2482	\$42,116	\$20.8557	\$43,380	\$20.9600	\$43,597
	Regular Rate	\$19.9882	\$41,575	\$20.2880	\$42,199	\$20.5923	\$42,832	\$21.2101	\$44,117	\$21.3162	\$44,338
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0707	\$43,827	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739
Maintenance	Probationary Rate	\$21.3030	\$44,310	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254
	Regular Rate	\$21.6652	\$45,063	\$21.9901	\$45,739	\$22.3199	\$46,425	\$22.9895	\$47,818	\$23.1044	\$48,057
Activity Worker II (with 2 year Community College Diploma)	Probationary Rate	\$19.6244	\$40,819	\$19.9187	\$41,431	\$20.2174	\$42,052	\$20.8240	\$43,314	\$20.9281	\$43,530
	Regular Rate	\$19.9689	\$41,535	\$20.2681	\$42,158	\$20.5722	\$42,790	\$21.1893	\$44,074	\$21.2953	\$44,294
	After 1 year	\$20.5848	\$42,817	\$20.8938	\$43,459	\$21.2072	\$44,111	\$21.8434	\$45,434	\$21.9526	\$45,662
	After 2 years	\$21.2598	\$44,220	\$21.5786	\$44,883	\$21.9023	\$45,557	\$22.5593	\$46,923	\$22.6721	\$47,158
	After 3 years	\$21.9347	\$45,625	\$22.2639	\$46,309	\$22.5979	\$47,004	\$23.2758	\$48,414	\$23.3922	\$48,656
	After 4 years	\$22.6097	\$47,028	\$22.9487	\$47,733	\$23.2929	\$48,449	\$23.9917	\$49,903	\$24.1117	\$50,152
Journeyman Cook	Probationary Rate	\$22.6417	\$47,094	\$22.9811	\$47,801	\$23.3259	\$48,518	\$24.0256	\$49,973	\$24.1458	\$50,223
	Regular Rate	\$23.0267	\$47,895	\$23.3719	\$48,614	\$23.7225	\$49,343	\$24.4342	\$50,823	\$24.5564	\$51,077
Maintenance Supervisor	Probationary Rate	\$25.5752	\$53,197	\$25.9589	\$53,994	\$26.3483	\$54,804	\$27.1387	\$56,449	\$27.2744	\$56,731
	Regular Rate	\$26.0100	\$54,100	\$26.3999	\$54,912	\$26.7959	\$55,735	\$27.5998	\$57,408	\$27.7378	\$57,695

***APPENDIX "B"**

Casual Employees, as defined in Article 4:05, shall have the right to grieve the following article and arbitrate):

1. Casual seniority shall be determined by date of hire. Following July 2, 1999, if two or more casual employees have the same date of hire, their seniority shall be based on the number of hours worked from date of hire.
2. Casual employees shall have the right to apply on inside postings. It is understood that employees who are permanent full-time and permanent part-time will have the right to exercise their seniority first for postings and then casual employees will exercise their right to a posting in order of seniority.
3. In addition to the rate of pay as agreed to in 4:05, Casual employees shall have added to their hourly rate an additional 4% vacation pay and an additional 2% holiday pay.
4. Casuals who work on statutory Holidays (New Years Day, Good Friday, Canada Day, Labour Day, Christmas Day, Easter Sunday, Queen's Birthday, Davis Day, Thanksgiving, Remembrance Day, Boxing Day and Heritage Day) shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for any hours worked.
5. Article 5 — No Discrimination.
6. Article 7:01 and 7:02.
7. Maternity Leave, Parental Leave, Adoption Leave as per Legislation.
8. Time off for elections — as per legislation.
9. Unjust dismissal.
10. If a death should occur in the immediate family of a casual employee (while at work at Maple Hill Manor), the balance of that day's shift shall be paid. For the purposes of this paragraph, family shall mean any relative defined in Article 23.01 (a) and 23.01 (b).
11. Shall be paid at the regular rate as set out in Appendix "A".

Letter of Intent

Re: Vacation Calculation Prior to April 1, 1990

Vacation Calculation for Permanent Part-time and Permanent Full-time Employees, Employed prior to April 1, 1990

Article 21:04 shall not apply to any of the permanent full-time or permanent part-time employees prior to April 1, 1990. These employees will be calculated in accordance with their calculation, which was done in May of each year. No employee shall suffer any loss of vacation due to this change.

SIGNED AS PART OF THE COLLECTIVE AGREEMENTS at New Waterford,
this 28th day of June, 2023.

MAPLE HILL MANOR

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2765

Kendra Baldwin
Glenda Getto
Tony Nammo

Cathy Burke
Debra Goodreiter
Cindy Bishop

Letter of Agreement

Re: Working Housekeeper Supervisors

The union agrees that the position of Working Housekeeper Supervisor will be excluded from the bargaining unit and, accordingly, the employer agrees that all the working duties of the Working Housekeeper Supervisor shall be maintained. All the things that she has done she will continue to do,

She shall assist employees with scrubbing, buffing and carbonizing as their time permits.

It is recognized that the Working Housekeeper Supervisor will continue to do so, as has been done before, a substantial portion of the personal laundry.

It is recognized that she has responsibility for the personal care clothing and that other employees will assist as required when time permits.

SIGNED AS PART OF THE COLLECTIVE AGREEMENTS at New Waterford, N.S.,
this 28th day of June, 2023

MAPLE HILL MANOR

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2765**

Kendra Baldwin
Glenda Getto
Tony Nemo

Cathy Burke
Deah Headwater
Curly Abrahams

Letter of Agreement

Re: Employer Policy for Replacement of Employees


- 1) The employer agrees that employees who are absent from work in their Department will normally be replaced within their Department as follows:

First Employee Absent - will normally be replaced for a minimum of four (4) or five (5) hours, depending upon overall workload of work to be done at the time.

Second and Additional Employees Absent - will normally be fully replaced for full shift(s).

- 2) Employees absent on Workers' Compensation or on U.I.C. Sick Benefit will normally be fully replaced for their full shift(s) after the employer has knowledge of the expected absence from work.
- 3) Employees on vacation will normally be fully replaced.
- 4) Employees on union leave will normally be fully replaced providing required absence notice is given of the leave.
- 5) This policy will continue on a trial basis at least until December 31, 1988 and reviewed each six (6) months thereafter.
- 6) There shall be discussions with union representatives from time to time as to the status and progress of improved attendance at the Manor.


(MAPLE HILL MANOR)


(C.U.P.E.)

Letter of Understanding

Re: Hours of Work

The hours of work as set out in Article 18:01 may be changed within a department by mutual agreement of management and a majority of the employees within that department.

SIGNED AS PART OF THE COLLECTIVE AGREEMENT at New Waterford
NOVA SCOTIA, THIS 28th DAY OF June, 2023.

MAPLE HILL MANOR

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2765**

Kendra Baldwin
Glenda Letto
Tony Nemes

Cathy Burke
Deak Headbeater
Cindy Alford

Letter of Understanding

Re: Order by Ann Warner La Forest

In the matter of A Grievance

Between

C.U.P.E. Local 2765

(the Union)

and

Maple Hill Manor

(the Manor)

IT IS HEREBY ORDERED

1. Union Grievance Case No. 30 dated August 12, 1994 is dismissed.
2. Grant workers, trainees and students on work programs or during the summer, "hereinafter" collectively referred to as the workers employed by or working at the Manor are excluded from the bargaining unit and not covered by the Collective Agreement.
3. The Union hereby approves all grants, training programs, or similar opportunity like a grant or training program regarding workers to be employed by or working at the Manor, a copy of the Union's letter of approval is attached to this order as Appendix "A" and may be used by the Manor. In the event the Manor requires a more specific letter, the Union will provide it within five (5) calendar days of a written request from the Manor.
4. Workers may perform any work in the Manor that does not result in the workers reducing the hours of work or benefits of anyone in the bargaining unit.
5. This order forms part of the Collective Agreement.

Signed in Sydney, Nova Scotia
This, Thursday, February 23, 1995

Ann Warner La Forest

Letter of Understanding
Re: Grants by Ann Warner La Forest

March 27, 1995

To Whom It May Concern:

**Re: Letter of Approval for Grants, Programs and Similar Opportunities Where
Workers are to Work at the Maple Hill Manor**

The C. U.P.E. Local 2765 hereby approves all and any grants, programs and similar opportunities where Grant Workers, Trainees, Students on work programs or during the summer might work at the Maple Hill Manor.

Sincerely,

Evelyn Delaney
President, C.U.P.E. Local 2765
On behalf of C. U.P.E. Local 2765

Letter of Understanding

Re: Retirement Allowance

This provision will become effective on the date of signing and will not apply to casual employees. This provision shall not apply in conjunction with any other retirement allowance provision.

An employee who retires because of age, or mental or physical incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan and who has been eligible to join the Employer's Pension or group RRSP Plan for less than ten (10) years shall be entitled to a retirement allowance. The retirement allowance shall be five hundred dollars (\$500) for each year of service the employee has not been eligible to join the Employer's Pension or Group RRSP Plan.

An employee working less than full time during their employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full time during the length of service).

For the purpose of this provision "service" shall be calculated based on the number of complete calendar years the employee has been employed with the employer since his or their most recent date of hire.

This provision shall not apply to employees hired after the date of signing of this Collective Agreement.

MAPLE HILL MANOR

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2765**

Kencha Baldwin
Blenda Setto
Tony Namur

Cathy Burke
Heath Headwaters
Cindy Alveston

Signed as part of the Collective Agreement at New Waterford this ^{18th} day of June 2023

Memorandum of Agreement

Re: Probationary Rate

Between:

Maple Hill Manor

and

The Canadian Union of Public Employees, Local 2765

WHEREAS the Union and the Employer agree to introduce a Probationary Rate for specific classifications;

AND WHEREAS the Parties agree that this rate shall become effective on October 31 , 2011 ;

AND WHEREAS the Parties agree to a transition when the Probationary Rate comes into effect;

NOW THEREFORE the Parties agree as follows:

1. Where the existing classification contains one rate of pay, the existing rate shall become the "Probationary Rate" for that classification on October 31 , 2011
2. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
3. Employees who have completed the probationary period shall be paid a rate that is 1.7% higher than the Probationary Rate.
4. Where the existing classification contains more than one step, the existing entry rate shall become the Probationary Rate for that classification.
5. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
6. The existing steps shall be increased by 1.7%.
7. Employees who have completed the probationary period shall be placed on the same step of the scale.
8. This Probationary Rate MOA applies to all classifications with the exception of the following:

LPNs
CCAs/PCWs

Those classifications red-circled during the matching exercise.

That was completed during the last collective agreement.

MAPLE HILL MANOR

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2765**

Kendra Baldwin
Glenda Getto
Tony Namer

Cathy Burke
Jack Deedbeater
Cindy Alderman

Memorandum of Agreement

Re: Dental Plan

Between:

Maple Hill Manor

and

The Canadian Union of Public Employees, Local 2765

The Parties agree that dental benefits will be made available to all Permanent Employees in the Bargaining Unit in accordance with the following:

1. Dental benefits will be made available to Permanent Employees in the Bargaining Unit within a reasonable time after ratification of this document.
2. Subject to the eligibility requirements of the plan selected by the Employee, participation in the plan will be mandatory for all Employees, except where satisfactory proof of coverage under a spousal plan is provided.
3. Upon commencement, premium costs for the plan will be shared on the basis of fifty (50%) per cent Employer and fifty (50%) Employee.

MAPLE HILL MANOR

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2765**

Kimberly Baldwin
Glenda Hette
Joy Nemo

Cathy Burke
Deborah Lendrecht
Cindy Abraham

Memorandum of Agreement

Re: 12 Hours

Between

MAPLE HILL MANOR
(Hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2765
(Hereinafter referred to as "the Union")

WHEREAS the parties have introduced a twelve (12) hour shift rotation for Continuing Care Assistant's employed with the Employer; and

AND WHEREAS the parties recognize that specific provisions of the collective agreement require modification in order for appropriate application with twelve hour shifts;

AND WHEREAS the parties do not intend to provide benefits that are more or less favourable than those for eight hour shifts;

NOW THEREFORE the parties agree to the following:

1. For the purposes of this Agreement, Article 20 – Holidays, Article 21- Vacation and Article 22 – Sick Leave, a day shall be considered eight (8) hours.
2. Sick leave and holiday credits shall accrue at the same rate and to the same maximum amounts. When an employee accesses sick leave or holiday credits from their bank, they will use the equivalent of 1.5 days of leave for a twelve (12) hour shift.
3. A regular twelve (12) hour day shall include two (2) thirty (30) minute paid meal breaks and two (2) fifteen-minute paid rest period.
4. A full-time employee shall normally be scheduled between seventy-two (72) and ninety-six (96) hours in a bi-weekly period.
5. Time worked that is consecutive and in excess of regularly scheduled shifts of twelve (12) hours or more, or ninety-six (96) hours in a bi-weekly pay period shall be compensated at a rate of one and one-half times (1.5X) the Employee's regular hourly rate for the overtime worked.

Memorandum of Agreement

Re: Grandfathered Employees

Between

MAPLE HILL MANOR
(Hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2765
(Hereinafter referred to as "the Union")

The parties recognize that permanent part time employees who work extra relief shifts up to 80 hours in a bi-weekly period will not be compensated at an overtime rate unless and until the bi-weekly hours exceed 80 hours.

The parties also acknowledge that there has been a past practice in the Dietary Department that certain employees namely Cindy Abraham and Karen MacKinnon who work extra shifts on their regularly scheduled day off received overtime pay for those shifts. This practice will remain in effect for these employees only. All other part time employees will not be entitled to overtime until their bi-weekly hours exceed 80 hours.

Signed this 28th day of June 2023.

For the Employer:

For the Union:

Kendra Baldwin

Cathy Burke

Glenda Getto

Deah Deadbeater

Tony Aarnes

Cindy Abraham

All other Articles of the Collective Agreement will continue to apply.

Signed this 28th day of June 2023.

For the Employer:

For the Union:

Kernda Baldwin

Cathy Burke

Glenda Getto

Leah Leadbeater

Tony Nemes

Cindy Orsini

Memorandum of Agreement

Re: Vacation Scheduling

Between

MAPLE HILL MANOR
(Hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2765**
(Hereinafter referred to as "the Union")

All employees requesting vacation time during the period June 15 to September 15 shall indicate their preference in writing by April 1 for up to three (3) calendar weeks (in no event to be granted in more than three seven (7) day periods) which shall be granted in descending order of seniority to the point where operational requirements restrict the Employer from granting further vacation. After the requests of all employees for such three (3) calendar weeks have been addressed, additional vacation time may be granted during the period June 15 to September 15 on the basis of seniority.

The Employer shall post the schedule by May 1 indicating whether or not the employee's vacation request is authorized.

Signed this 28th day of June 2023.

For the Employer:

For the Union:

Kendra Baldwin
Glenda Setto
Tony Merino

Cathy Burke
Joan Goodheart
Cathy Doherty

Memorandum of Agreement

Re: Diversity, Equity and Inclusion in the Workplace Committee

Between

MAPLE HILL MANOR
(Hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2765**
(Hereinafter referred to as "the Union")

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

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of the LTCCSCC).
- (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.
- (d) The Committee will formalize terms of reference and determine its own procedure and processes.
- (e) The Committee will meet on an as needed basis, but no less than quarterly.
- (f) The Committee shall, among other things:
 - Consult with and seek input from representatives from diverse and under-represented groups as it relates to work within Long Term Care in Nova Scotia.
 - Research and, where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.

- Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion in the workplace.

The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

Signed this 28th day of June 2023.

For the Employer:

For the Union:

Kendra Baldwin

Cathy Burke

Glenda Gett

Deeah Headbeater

Tony Marnis

Cindy Albrecht