COLLECTIVE AGREEMENT

BETWEEN

THE DARTMOUTH SENIOR CARE SOCIETY, OPERATORS OF OAKWOOD TERRACE

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2774

November 1, 2020 to October 31, 2023

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This Agreement made this ____ day of _____, 2023.

Between: The Dartmouth Senior Care Society,
Operators of Oakwood Terrace,
10 Mount Hope Avenue, Dartmouth, Nova Scotia, B2Y 4K1
Hereinafter called "The Employer",

Party of the First Part

AND

Canadian Union of Public Employees
and it's Local 2774,
Hereinafter called "The Union",

Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 **WHEREAS** the primary purpose and concern of the Employer is service to the residents rendered directly through the staff, and indirectly through volunteers;

AND WHEREAS it is clearly understood that at all times and under all circumstances the primary, chief and main consideration is the welfare of the residents.

AND WHEREAS in the implementation of this Agreement due consideration has been given to the interest of all parties directly or indirectly affected or concerned.

AND WHEREAS it is the purpose of both parties to this Agreement:

1) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.

2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

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;

AND WHEREAS it is now desirable that methods of bargaining and all 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 and acknowledges that, subject to the terms of this agreement the employer retains all the rights, functions, and responsibilities vested in it as manager of Oakwood Terrace so as to give the highest possible standard of service and care to its residents.

The rights to select, hire, transfer, promote, demote, lay-off, rehire, suspend or discharge for just cause, and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the employer in a discriminatory manner, and further provided that a claim for discriminatory promotion, demotion, or transfer or a claim that an employee has been discharged, suspended, disciplined or demoted without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

2.02 The union recognizes the rights of management to make fair and reasonable rules.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2774 as the sole and exclusive collective bargaining agent for all full-time and regular part-time employees, save and except Office Employees, Registered Nurses, and those classifications as described in Appendix "A" of L.R.B. Order No. 2968, and those persons excluded by paragraphs (a) and (b) of Subsection (2) of Section 1 of the *Trade Union Act*, and excluding Foreman and those equivalent to the rank of Foreman and above, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 This collective agreement is fully applicable to all regular part-time and temporary employees.

3.03 A regular full-time employee is a bargaining unit employee who is regularly scheduled to work an average of eighty (80) hours every two (2) weeks.

3.04 A regular part time employee is a bargaining unit employee who is regularly scheduled to work in a permanent position but works less than the schedule for a regular full time employee. A regular part-time employee is entitled to all rights and benefits of this agreement on a pro rata basis, except as provided otherwise in this agreement.

3.05 **(a)** A temporary Employee is an Employee who is employed for a designated period of up to four (4) weeks or more on a full time or part time basis to replace a regular employee(s) who is/are absent for illness or other reason(s) or to fill a temporary need of the Employer. Upon successful completion of the probationary period referred to in Article 15.03, a temporary Employee shall become a member of the bargaining unit for the period in the temporary position. During this time, the temporary Employee shall be entitled to all rights and benefits of the collective agreement on a prorated basis subject to eligibility requirements. Seniority shall be effective from the date of hire into a temporary position unless an employee reverts to casual status for more than thirty (30) consecutive days following the cessation of the temporary position. The temporary Employee shall regularly submit availability and shall not refuse temporary work assignments for which the employee has indicated availability.

(b) Provided that an employee is continuously employed by the Employer (ie., as either a temporary or casual employee), all rights and benefits accumulated as a temporary employee at the conclusion of one temporary position shall be carried forward by the employee when they assumes another temporary or a permanent position.

3.06 A casual employee is employed on an on call basis. A casual employee is not a member of the bargaining unit and is not entitled to the rights and benefits of this agreement.

3.07 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or unanticipated circumstances or emergencies for which regular employees are not available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

3.08 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this collective agreement

3.09 It is recognized by the parties to this agreement that Registered Nurses shall continue to perform all duties and responsibilities set down in their job description, provided that the present compliment of L.P.N. staff is not reduced. However, should the Department of Health reduce the current compliment of L.P.N.'s the parties agree that any L.P.N. who is adversely affected by this decision may exercise their seniority and bump a junior P.C.W. and revert to the P.C.W. pay scale.

ARTICLE 4 - DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring , wage rates, training/up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, common - law relationship, place of residence, nor by reason of membership in a trade union.

4.02 Neither the Employer, an Employee, nor the Union shall discriminate against any Employee on the basis of the prohibited grounds set out in the *Human Rights Act* except as authorized by that Act. The employer and union recognize their respective obligations to accommodate a disabled employee to the point of undue hardship. A disabled employee has a duty to cooperate and assist in developing a suitable accommodation. The employer commits to providing an employee with written documentation of their accommodation.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All employees of the Employer covered by Certification #2968 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. As a condition of employment, all new employees covered by Certification #2968 shall become and remain members in good standing of the Union.

5.02 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other form of liability that arises out of or by reason of any action taken or not taken by the Employer for purposes of complying with the union security provision of this Agreement.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members, in accordance with its constitution. Union dues shall be deducted as directed by the Local Union.

6.02 Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20th day of that month, accompanied by two lists of the names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Income Tax (T-4) slips shall reflect the total amount of union dues deducted.

6.04 The Employer shall provide the following information annually and shall provide 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, regular part-time, temporary).

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 - EMPLOYER SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 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.

7.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative.

7.03 A representative of the Union shall be allowed a period of fifteen (15) minutes with no loss of regular pay during or following the orientation program to meet with new bargaining unit members. At the meeting the Union will acquaint the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

7.04 The Employer agrees to provide the Union with a copy of the letter of hire for all newly hired temporary and permanent employees in the bargaining unit prior to their first day of employment, if possible. The Union shall be notified of such delay which, if it occurs, shall be reasonable.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between parties, arising out of this agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union (or such delegate as the Union or the Employer may from time to time designate).

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 A Labour Management Committee shall be established consisting of three (3) bargaining unit employee representatives, and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

9.02 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 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.

9.03 The committee shall meet as necessary at the request of either party at a mutually agreeable time and place. 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 with the Committee.

9.04 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.05 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 and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

9.06 The Committee shall not have jurisdiction over wages, or any matters 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 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

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

10.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union members of the Committee.

10.03 All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.

10.05 The Employer shall make available to the Union on request, information relevant to the bargaining unit, such as job descriptions, positions in the unit, job classifications, wage rates, financial information pertaining to covered employee welfare plan and all other non-confidential information required for collective bargaining purposes.

10.06 In order to facilitate good labour management relations, the Employer will provide, upon request, on a need basis, reasonable meeting accommodation if available within the Employer's premises.

ARTICLE 11 - REPORTS AND RECOMMENDATIONS

11.01 The Employer agrees that reports and recommendations originating from Management which affect the working conditions of employees within the bargaining unit shall be communicated to the Union and may be discussed at Labour-Management meetings.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

12.02 The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.

12.03 The Stewards selected shall constitute the Grievance Committee along with the officers of the local union. The Union agrees that not more than three (3) members of the Grievance Committee will meet with the Employer when handling grievances at Step 4.

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

12.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement. Where a question arises as to whether a particular dispute is or is not a grievance, the matter may be taken through the grievance procedure and determined, if necessary, by arbitration.

12.06 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 fifteen (15) business days of the occurrence of the grievance or from the time the employee is aware of the essential elements of the grievance. If the employee's Steward is absent, they may submit their grievance to another member of the Grievance Committee. At each step of the grievance procedure the grievor and Shop Steward shall have the right to be present.

Step 2:

The steward shall discuss the matter with the employee's Supervisor within twenty (20) business days of the actual occurrence leading to the complaint or from the time that the employee is aware of the essential elements of the grievance. The Supervisor shall reply to the employee giving a verbal answer not later than five (5) business days from the date of the discussion.

Step 3:

Failing satisfactory settlement following the reply from the Supervisor in Step 2, the Union may within five (5) business days from the date of the reply in Step 2, request a meeting with the appropriate Director to discuss the issue or incident. The Director shall have five (5) business days following the meeting to reply verbally to the Union.

Step 4:

Failing satisfactory settlement following the response of the Director, the Union may submit a grievance in writing to the Administrator within four (4) business days of the Director's response. The grievance must state the details of the complaint and the articles of the Agreement being relied on by the Union. The Administrator must give a written response with reasons to the Union and the grievor within five (5) business days.

Step 5:

Failing a satisfactory settlement, the parties may submit the dispute to arbitration within forty-five (45) business days of the Administrator's reply.

* *"Business day" is defined as Monday to Friday, not including statutory holidays.*

12.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, or in the case of termination, the grievance will be filed with the Administrator within thirty (30) business days of its occurrence and Steps 1, 2 and 3 of this Article may be by-passed.

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

12.09 An employee, or a group of employees, who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance at Step 3 for preferred handling.

12.10 The Employer shall supply the necessary facilities for the grievance meeting.

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

12.12 Failure of an employee or the Union to grieve any matter or to pursue such grievance to arbitration shall not prevent another employee or the union from grieving or arbitrating a similar matter.

12.13 The time limits in this agreement are mandatory. The time limits may be extended by mutual agreement of the Employer and the Union in writing.

12.14 The parties acknowledge and agree that the intended purpose of presenting a grievance before a single Arbitrator shall be to seek a real determination of the matter in dispute, and to enable the Arbitrator to render a decision which they deem just and equitable.

ARTICLE 13 - ARBITRATION

13.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its choice of Arbitrators.

13.02 The Employer and the Union shall attempt to agree on the appointment of an Arbitrator. If the Employer and the Union fail to agree upon an Arbitrator within ten days, the appointment shall be made by the Minister of Labour and Advanced Education upon request of either party.

13.03 The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In their attempt at justice, the Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. They shall hear and determine the difference or allegation and render a decision within ninety (90) days from the hearing unless otherwise agreed.

13.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

13.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene the hearing to clarify the decision, which it shall do within three (3) months from the date the decision is rendered.

13.06 Each party shall divide equally any fees and expenses of the arbitrator (to the extent such is not already paid by the Department of Labour and Advanced Education.

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

13.08 At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Time off work shall be without pay. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed their probationary period which results in the suspension or discharge of the employee, the following procedure shall be followed.

14.02 (a) The employee shall be notified in writing of the action and/or penalty, with a copy to the Secretary of the Union.

(b) Where the Employer determines that an employee will be suspended pending investigation, that suspension will be with pay. Where a disciplinary suspension is subsequently imposed, the Employer may choose to substitute the paid suspension day(s) for the equivalent number of unpaid days of suspension.

14.03 In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing in the employee's personnel file.

14.04 Where an employee is disciplined or discharged, the Employer shall within seven (7) days thereafter notify the employee in writing of the reasons for this action, with a copy to the Union.

14.05 Every employee shall be notified of the name of their immediate designated supervisor

14.06 An employee covered by this agreement shall have the right to refuse to cross a picket line, provided the employee can demonstrate that their safety was in jeopardy. Failure to cross such picket line under such circumstances by a member of this union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of pay for the period involved.

14.07 No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies.

14.08 (a) The record of an employee shall not be used against them at any time after eighteen (18) months following the last suspension or disciplinary action, including letters of reprimand or any adverse reports. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

(b) Article 14.08(a) shall not apply where the action for which an Employee has been disciplined involves resident abuse. In the case of resident abuse the disciplinary record will remain on the Employee's file for a period of three years.

14.09 (a) Where the supervisor intends to interview an employee for disciplinary 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 at any discussion with supervisory personnel which might be the basis of disciplinary action.

(b) If an investigative meeting becomes disciplinary in nature, the employee will be advised of their right to contact a Union representative to be present at the meeting.

14.10 An employee shall have the right with twenty-four (24) hours notice to review their personnel file on the following business day and shall have the right to respond in writing to any document contained therein within thirty (30) days of the date the employee reviewed their file or from the time the employee is made aware of the document on their file. Such reply shall become part of the permanent record.

14.11 Demotion shall not be used as a disciplinary measure.

ARTICLE 15 - SENIORITY

15.01 Seniority is defined as the length of service with the Employer commencing with the Employee's most recent date of hire in the bargaining unit, subject to the terms of the collective agreement. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

15.02 The Employer shall maintain a 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 date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on the bulletin boards in January of each year.

15.03 (a) A newly hired employee shall be on probation for the first four hundred (400) aggregate hours worked of their employment. The Employer and the Union, by mutual Agreement, may extend the probationary period for an employee for a further two hundred and forty (240) hours if it is deemed by the parties necessary to do so. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, except the employment of such employee may be terminated at any time during said period. After completion of the probationary period, seniority shall be effective from the most recent date of hire.

(b) Temporary employees shall establish a seniority date by counting backwards ten (10) calendar weeks from the date of completion of their probationary period (four hundred (400) aggregate hours unless extended pursuant to paragraph (a) above). In the case of temporary employees, seniority will only be maintained as long as the work relationship as a temporary employee or as a casual employee continues. The temporary employee shall regularly submit their availability and shall not refuse to work more than three (3) shifts for which the employee has indicated availability in a six (6) month period, without just cause. If a temporary employee loses seniority in accordance with this paragraph and is re-employed, they will be required to re-qualify for seniority as set out herein.

15.04 An employee who has successfully completed their probationary period shall not lose seniority rights if they are absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

1) The employee is discharged for just cause and is not reinstated.

2) The employee resigns in writing and does not withdraw within two (2) days.

3) The employee fails to return to work within ten (10) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment due to sickness or other just cause will not result in termination of seniority and will not prejudice their right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer two weeks notice of termination to accept the recall. It shall be the responsibility of the employee to keep the Employer informed of his current address.

4) The employee is laid off for period longer than twenty-four (24) months.

5) The employee fails to return from an authorized leave of absence without reason satisfactory to the Employer or takes other employment while on an authorized leave of absence.

6) Is absent for five (5) working days without properly notifying the employer unless a reason satisfactory to the employer is given.

15.05 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty days. If an employee returns to the bargaining unit, they shall return to their former position and any other employee promoted or transferred because of the transfer outside the bargaining unit shall also be returned to their former position.

15.06 (a) When an employee with more than five (5) years of service (seniority) with the Employer chooses to revert to casual, they will retain seniority for re-entry into the bargaining unit for a period of one (1) year, provided the employee regularly submits their availability in accordance with the Employer's scheduling practices and provided the employee does not refuse more than three (3) shifts for which they have notified the Employer of their availability, in a six (6) month period, without just cause.

(b) Provided the employee retains their seniority status in accordance with paragraph 15.06 (a), the employee is able to apply for posted vacancies only and may not bump another employee with less seniority when the employee returns to the bargaining unit.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Where a new position is created or a vacancy is to be filled either inside or outside the bargaining unit, the Employer shall post notice of the position on the bulletin normally within three (3) weeks of the vacancy. In the event that a vacancy is not posted within the three (3) weeks, the Employer shall notify the Union of the reason. The position will be posted on the bulletin board for a minimum of one week so that all members will know about the vacancy or new position. If, after three (3) months, the position has not been filled and the Employer determines that the vacancy remains, the position will be re-posted.

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

The Union and 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.

16.03 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.

16.04 For positions within the bargaining unit, applications from candidates outside of the bargaining unit will not be considered until the applications of present bargaining unit members have been fully processed.

16.05 Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service, capability and required qualifications. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.03. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

16.06 The successful applicant shall be notified within one (1) week following the end of the posting period and shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employer deems the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage 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.

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

16.08 Within seven (7) calendar days of the date of appointment to a vacant position, the successful applicant shall be notified and the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment in the bargaining unit.

16.09 The Employer agrees to the principle of on-the-job training and may introduce where practical, such a system so that every employee shall have the opportunity to receive training and qualifications for promotion or transfer, in the event of a vacancy arising.

16.10 The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information: Type of course (subjects and material covered); Time, duration, and location of course, and minimum qualifications required for applicants. This bulletin shall be posted for a period of two weeks on bulletin boards in all Departments to afford all interested employees an opportunity to apply for such training. The senior qualified applicant shall be selected. For the purposes of wages and benefits, time spent in such training during working hours shall be considered to be time worked.

16.11 The Employer agrees to pay education leave approved by the Employer for employees elected or selected by the Union to attend seminars, workshops, provided that not more than two (2) employees may attend any seminar or workshop at any one time, and provided further that the paid education leave shall not total more than two (2) weeks wages for all the employees involved in any one year.

16.12 The Employer agrees to provide a list of applicants for job postings to the recording secretary of the union.

ARTICLE 17 - LAY-OFFS AND RECALLS

17.01 A lay-off shall be defined as a temporary or prolonged separation from employment as a result of lack of work.

17.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of their bargaining-unit-wide seniority. An employee affected by a lay-off in his classification, may bump any employee with less seniority, in an equal or a lower classification in the bargaining unit, provided the employee exercising this option is capable of performing the work of the less senior employee, within the notice period. The Employer will be notified by the affected employee(s) in sufficient time to affect the lay-off of the last bumped employee, within the original lay-off notice date of twenty-one (21) days.

17.03 Employees shall be recalled in the order of their seniority.

17.04 New employees shall not be hired until those laid-off, with the required qualifications have been given an opportunity of recall.

17.05 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid-off, twenty-one (21) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, either in the old or new classification, they shall be paid for the days for which work was not made available.

17.06 Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the grievance procedure.

17.07 In order that the operations of the Union will not become disorganized when lay-offs are made, the Local Union President, Vice-President, Secretary-Treasurer, Recording Secretary and Chief Shop Steward shall be the last persons laid off during their term of office.

17.08 In the event of a sudden cessation of work, caused by Government order, Act of God, strikes or any other cause over which the Employer has no control, notice periods set down herein shall be waived.

ARTICLE 18 - HOURS OF WORK

18.01 The normal hours of work for a permanent full-time employee shall be eighty (80) hours per two (2) week period. A different shift operation will not be unreasonably withheld provided that it is done by mutual agreement.

18.02 1) Employees who work a shift of eight (8) hours of work shall be entitled to one (1) thirty (30) minute paid meal break and two (2) fifteen (15) minute paid rest breaks. Based on the operational needs of the Employer such breaks may be provided at such time and in varied combinations as determined by the Parties.

2) For shifts of four (4) hours or less there is a thirty (30) minute paid break.

3) For shifts between five (5) and seven (7) hours, there is a thirty (30) minute paid rest break.

4) All paid meal breaks and rest periods shall be taken at such times as authorized by the Employer.

18.03 Employees required to work double shifts, that is, two (2) consecutive eight (8) hour shifts, shall receive double time the regular rate for the second shift.

18.04 Employees covered by this Agreement shall receive two (2) consecutive days off per week over the shift cycle, unless it has been agreed otherwise by both parties.

18.05 Where possible, days off will be planned in such a way so that the employees may receive week-ends off in rotation.

18.06 An employee required to return to duty (call-back) shall receive three (3) hours pay at the employee's prevailing rate whether or not the employee continues to be employed for a three (3) hour period. If such a call-back extends beyond the three (3) hour period, all time worked shall be paid for at the rate of double time.

18.07 Every attempt will be made to schedule in such a way that there will be sixteen (16) hours rest between shifts.

18.08 The work schedule for all employees shall be posted in hard copy in hard copy in an employer designated location accessible to employees at least two (2) calendar weeks in advance or as otherwise mutually agreed in writing.

18.09 Part-time employees who accept extra shifts above the designated FTE must work the shift. Such shifts shall be assigned by seniority and shall become part of the employee's schedule for that period. In the event that a Part-time employee fails to report to work for an extra shift for any reason once it is

accepted, the Part-time employee shall not be entitled to any compensation except may use accumulated sick leave if they are unable to report for work due to illness.

18.10 Employees in the same classification may request in writing to exchange shifts scheduled within the same pay period if the exchange does not result in overtime compensation. The employer shall approve such request at the earliest possible opportunity but no later than twenty-four (24) hours following the receipt of such request. It is understood that if there is a difference in the hours of the shifts being exchanged, employees are not permitted to utilize accumulated time from other banks to make up the difference.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined - All time worked before or after the regular work day, the regular work week, shall be considered overtime.

19.02 Time worked in excess of eighty (80) hours, or more than eight (8) consecutive hours in a day of a two week period shall be considered as overtime and shall be paid at the rate of double time.

19.03 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

19.04 Overtime and call-back time shall be offered on a rotating basis in an equitable manner among employees who are available, willing and qualified to perform the work. Where the notice of the need for overtime is 4 hours or less, available employees will be those who are in the building before offering to those who are not at work.

19.05 Qualified persons on lay-off are to be recalled for complete shift or overtime, provided they are available when overtime is required.

19.06 There shall be no pyramiding of overtime.

19.07 An employee required to work more than two (2) hours overtime consecutive with their scheduled shift shall be provided with a meal ticket for that meal. A thirty (30) minute paid meal period will be granted. In the event the Home cannot provide a meal, an allowance equivalent to the current price of a full meal at the Home will be provided.

19.08 **Mandatory Overtime**

If there are no or insufficient employees willing to work an overtime assignment pursuant to Article 19.04, mandatory overtime will be assigned to employees on site in reverse order of seniority on a rotating basis.

ARTICLE 20 - HOLIDAYS

20.01 The Employer recognizes the following as paid holidays;

New Year's Day	Labour Day
Nova Scotia Heritage Day	Truth and Reconciliation Day (September 30th)
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1st Monday in August	

and, any day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

20.02 Holidays will be recognized on the day they fall.

20.03 A full time employee who is not scheduled to work on the holidays in Article 20.01 shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half plus another day off with pay, in lieu of holiday pay, at a time mutually agreed between the Employer and employee. Notwithstanding the above, full-time employees may, in lieu of time off with pay for a maximum of five (5) holidays worked, receive a cash payment, based upon their regular hourly rate for the hours worked on such holidays. Pay for such holidays will be issued with the last pay in November.

20.04 When any of the above-noted holidays fall on a full time employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed between the Employer and employee.

20.05 Part-time and temporary employees shall receive time and one-half (1 ½) their regular rate of pay for all work performed on a holiday recognized in Article 20.01, plus another day off without pay at the employee's option, and holiday pay for time off in lieu at the rate of .0005 for all hours worked on holidays multiplied by gross annual pay. Holiday pay shall be calculated on holidays worked from January 1, to December 31, in any year and paid out in January.

20.06 Christmas and New Year's Time Off Requests

Requests for time off pursuant to this article must be submitted to the Employer on or before November 1st. The Employer shall post the schedule at least three

(3) calendar weeks prior to Christmas Day. Employees shall be granted, on the basis of seniority, time off on either Christmas Day or New Year's Day subject to operational requirements. It shall be understood that employees who are granted time off on Christmas Day shall be required to work New Year's Day and employees who are granted time off on New Year's Day shall be required to work on Christmas Day unless the employee agrees to work both holidays. The Employer will endeavor to grant additional time off that is consecutive to Christmas Day or New Year's Day, subject to operational requirements. The regular working schedule shall be waived between December 15th and January 15th in order to accommodate requests pursuant to this article.

ARTICLE 21 - VACATIONS

21.01 The vacation year shall be from January 1st to December 31st. Vacation shall be earned and taken in the same calendar year.

21.02 Regular full-time and part-time employees on a prorated basis shall receive an annual vacation leave with pay in accordance with their years of continuous employment as follows:

1) Employees who have less than one year of continuous employment by December 31, shall be granted .833 of a working days' vacation for each month of continuous employment up to December 31.

2) Employees who have more than one year of continuous employment by December 31, shall be granted ten (10) working days' vacation.

3) Employees who have more than two (2) years of continuous employment by December 31, shall be granted fifteen (15) working days' vacation.

4) Employees who have more than six (6) years of continuous employment by December 31 of, shall be granted twenty (20) working days' vacation.

5) Employees who have more than twenty (20) years of continuous employment by December 31, shall be granted twenty-five (25) working days' vacation.

21.03 Regular Part-time Employees hired prior to the date of signing this Collective Agreement shall be provided with the option as per MOA #2 to receive unpaid vacation leave on a pro-rata basis as set out below to be paid out with the last pay in May and November.

1) Employees who have completed less than two full years of continuous employment by December 31 shall be paid vacation pay at a rate of four (4%) percent of gross wages.

2) Employees who have completed more than two (2) full years of continuous employment by December 31, shall be paid vacation pay at the rate of six (6%) of gross wages.

3) Employees who have completed more than six (6) full years of continuous employment by December 31, shall be paid vacation pay at a rate of eight (8%) percent of gross wages.

4) Employees who have completed more than twenty (20) years of continuous employment by December 31, shall be paid vacation pay at a rate of ten (10%) percent of gross wages.

21.03 Temporary Employees shall receive vacation pay, in accordance with the Nova Scotia Labour Standards Code on biweekly earnings, to be paid each pay.

21.04 **(a)** Employees shall submit their vacation request for the period from June 15 to September 15 by May 1. Vacation schedules shall be posted by June 1st of each year and shall not be changed without the consent of the affected employees. For the balance of the vacation year, vacation will be submitted and approved as per the Employer's current scheduling practices. Vacation shall be granted on the basis of seniority. An employee may request that their vacation commence immediately following their regularly scheduled days off.

(b) Employees may take no more than three (3) weeks' vacation during the period June 15 to September 15. The Employer shall consider an Employee's individual request in exceptional circumstances for additional vacation during the aforementioned period and will not unreasonably deny such request.

(c) An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

(d) Should operational requirements prevent an employee from being granted vacation in accordance with this article, accumulated vacation up to November 15 that is not scheduled to be taken prior to December 31 will be paid out on the last pay in November. All remaining vacation accumulated to the end of the calendar year will be paid out on the last pay in December.

21.05 An employee upon separation of employment shall be paid any vacation monies owed not later than the pay day following separation. The Employer shall recover from employee wages any vacation monies owed to the Employer should an employee separate from employment.

21.06 If a paid holiday falls or is observed during an employee's vacation period, they he/she shall be allowed an additional vacation day with pay at a time mutually agreed between the employer and employee.

21.07 The Parties agree that no more than eight (8) P.C.W.'s and two (2) L.P.N.'s from the Nursing Department, no more than two (2) employees from the Nutrition Services Department, two (2) employees from Environment and one (1) employee from Maintenance can take their vacation at one time.

ARTICLE 22 - SICK LEAVE

22.01 "Sick Leave" means the period of time an employee is absent from their scheduled shifts by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Nova Scotia Workers Compensation Act.

22.02 All employees covered by this Agreement after completing four hundred (400) working hours of continuous service, but retroactive to the date of employment shall accumulate sick leave at the rate of one and one-half days per month to a maximum accumulation of one hundred and forty (140) working days.

22.03 A deduction shall be made from accumulated sick leave for all scheduled working hours lost due to sickness. Employees will be kept on full pay for a period of time equal to their accrued sick leave credits.

22.04 If requested by the Employer, the employee claiming entitlement to sick leave must produce a medical certificate within one (1) week of such request being made. If such medical certificate is not produced within one (1) week, the employee shall have no claim for pay in respect of their absence from work.

22.05 In any case of absence of an employee due to sickness, the matter shall be reported to the designated supervisor where it is an a.m. shift at least one and one-half (1 ½) hours prior to the time that such employee's shift commences, and where it is a p.m. shift, at least three (3) hours prior to the time that such employee's shift commences. Employees in the Building Services and Nutrition Services Departments must report their absence due to sickness for an a.m. shift no more than one and one-half hours prior to the time that Employee's shift commences. The Employer reserves the right to investigate the reported illness of an employee.

22.06 Following sick leave of three days or more, the employee shall report their availability for work to their department at least eight (8) hours before reporting for duty.

22.07 Fraudulently applying for or using sick leave may be grounds for immediate discipline up to and including dismissal by the Employer.

22.08 After the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

22.09 Regular part-time and temporary employees, covered by this Agreement, shall accumulate sick leave entitlement on a pro rata basis. When a regular part-time or temporary employee is sick and has accumulated sick leave credits, they shall be paid only for scheduled hours until all such credits have been exhausted. Temporary employees shall only be entitled to accumulate and/or use sick leave credits while employed in a temporary position.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 Up to five (5) representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer, provided the cost of replacement staff does not exceed four (4) persons.

23.02 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures during normal working hours.

23.03 Upon request to the Employer not more than three (3) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay, but without loss of benefits. Leave of absence without pay but without loss of benefits shall be allowed to not more than three (3) employees to attend executive and committee meetings of CUPE, its affiliates or chartered bodies, conferences and education classes. The Employer agrees to consider and approve requests for more than three (3) employees to attend Union conventions if, in the sole discretion of the Employer, it is operationally possible.

23.04 1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay for a period of six (6) weeks but without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections. The employee shall reimburse the Employer for their share cost of benefits.

2) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their terms of office.

3) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall be granted a leave of absence without pay and benefits but shall continue to accrue

seniority for a period of one year. If the Union or any body with which the Union is affiliated arranges to pay the employee's salary and benefits through the Employer's payroll, there shall be no loss of any benefits. Such leave shall be renewed each year, upon request by the employee, during their term of office. If the Union or any affiliated body continues to pay the Employer's payroll, there shall be no loss of any benefits and the employee will continue to accrue seniority. If the employee's leave is fully paid by the Union or any affiliated body, the employee will continue to accrue seniority but shall not accrue service for the purpose of entitlement to the benefits of this Agreement.

23.05 An employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for union work of not more than one month. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

23.06 1) An employee shall be granted bereavement leave without loss of pay or benefits of five (5) consecutive calendar days, following the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild.

2) An employee shall be granted bereavement leave without loss of pay or benefits of three (3) consecutive calendar days, following the death of a sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law.

3) Reasonable time off without pay will be granted when necessary in the case of a death of any relatives or close friends.

4) A relative shall include a person related by marriage, adoption or common-law.

5) Where the burial occurs outside the province, such leave shall also include reasonable unpaid travelling time, not to exceed seven (7) days.

6) Should an employee be on an approved vacation and become eligible for bereavement leave in accordance with this article, that employee shall have their vacation leave reinstated to be used at a later date, provided the employee shall only be entitled to reinstatement of the number of days the Employee would have been granted bereavement leave had the employee been at work.

7) In the event that the celebration of life for any of the persons listed in 23.06 (1) or 23.06 (2) does not take place within the period of bereavement leave provided but occurs at a later date, an employee may

defer the final day of the bereavement leave without loss of pay or benefits until the day of the celebration of life.

23.07 One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

23.08 **Pregnancy/Parental Leave** - Employees shall be entitled to pregnancy and /or parental leave (including adoption leave) in accordance with the Nova Scotia Labour Standards Code. Upon written request, and supported by a physician's certificate, pregnancy leave may be extended. Following pregnancy or parental leave, the employee will return to their former or equivalent position.

23.09 While on pregnancy, adoption or parental leave, the employee shall retain their full employment status and accumulate all benefits under this Collective Agreement.

23.10 During the period of pregnancy, adoption or parental leave, the employee and the Employer shall continue to equally share the cost of group insurance benefits covered by this Agreement. The employee shall provide the Employer with their share of the benefit cost each month during the leave.

23.11 Employees shall be allowed time off with pay before the closing of the polls in any federal, provincial, or municipal election, or referendum in accordance with applicable legislation.

23.12 1) The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expense. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

2) It is understood that employees no longer required for jury duty or court witness or where proceedings are suspended for the day, will report for duty within a reasonable length of time and will notify the Employer by telephone that they are ready to commence duties at any time such suspension or completion takes place during the employees normal working hours. Notwithstanding the above, if such occurs within two (2) hours prior to the completion of an employee's shift an employee shall not be required to report for duty.

23.13 An employee shall be entitled to reasonable leave of absence with pay and without loss of benefits and seniority to write examinations to upgrade their

qualifications for work within the Home. Such leave may be approved up to five days depending upon the circumstances in each case.

23.14 Required Education

(a) The Employer shall provide and fund any Employer required training/education for an employee.

(b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.

(c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.

(d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

23.15 When the requirements of the Employer permit, an employee, upon written request through their Director, may be granted a voluntary leave of absence without pay for a period not in excess of six (6) months. Such request will not be unreasonably withheld.

23.16 An employee shall be permitted up to five (5) days in total of paid leave annually to be deducted from their sick leave bank in article 22.02. Leave is available to attend to the temporary care of a sick family member or to attend a medical or dental appointment or to attend at an unforeseen emergency. Employees shall provide a minimum of two (2) business days notice for medical and dental leave.

23.17 Leave for Storm or Hazardous Conditions

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

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

23.18 Compassionate Care Leave

(a) An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks to provide care or support to:

- Employee's parent (father, mother and step)
- sibling (brother, sister and step)
- spouse (common law)
- child (step child)
- grandchild (& step-grandchild)
- grandparents (parent's father or parent's mother)
- current father-in-law, current mother-in-law
- legal guardian
- son-in-law and daughter-in-law
- any other person defined as "family member" by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate.

The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the request for the leave.

(b) The employee may take up to a maximum of twenty-eight (28) weeks of leave which must be taken over a fifty-two (52) week time frame. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-eight (28) week period.

An employee who intends to take this leave shall advise the Employer as soon as possible.

23.19 Domestic Violence

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

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 The Employer shall pay the scale of wages indicated in Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from earned wages unless authorized by statute, court order, arbitration order or by this agreement. Over payments shall be recoverable by the Employer.

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

24.03 If an employee covered by this agreement has not received wages earned in any one pay period because of shortage, it shall be adjusted and paid not later than the following office working day. If an employee receives wages due to an overpayment they must report it to the Business office not later than the day following the next business day after the employee became aware of the overpayment.

24.04 An employee who is temporarily assigned to another classification listed in Schedule "A" attached hereto for which the rate of pay is higher than the rate of pay for such employee's regular position, shall receive the higher rate of pay while so employed. Where the higher position is outside of the bargaining unit, they shall receive the incumbent's starting rate or 10% of their rate of pay, whichever is greater. If an employee is temporarily assigned to a position outside the bargaining unit, they shall be entitled to all benefits of the collective agreement and shall continue to pay union dues.

24.05 An employee who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position, shall receive his regular rate of pay while so employed and not the rate of pay for the temporary assignment.

24.06 An employee may, upon giving at least three (3) days notice, receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of vacation.

24.07 If an employee who has been granted more vacation or sick leave with pay than they have earned dies, the employee is considered to have earned the amount of leave with pay granted.

24.08 When an employee is requested and reports for work between 2400 hours and 0600 hours, or if an overtime or a work period ends during this time, taxi service at the expense of the Employer will be provided to the employees to and from Oakwood Terrace to their home within a twenty-five (25) mile radius, provided the employee's own transportation is not available. All claims for taxi service will be substantiated by receipts.

24.09 The Employer shall pay the cost of an academic or technical course approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing.

24.10 The Employer shall register its Wage Loss Replacement Plan with the Employment Insurance Commission for premium reduction purposes. The Union shall be notified of the premium reduction which shall be disposed of in a manner mutually agreeable to the parties.

24.11 Where the Employer specifically, and at their sole discretion, designates and directs an LPN to be in charge of at least one unit for the full shift, the designated LPN shall receive five dollars and sixty cents ($5.60) per eight hour shift (pro-rated for a shift of more or less than 8 hours) in addition to their regular hourly rate.

24.12 In the absence of management staff or a registered nurse, including a registered nurse designated to be on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two dollars and fifty cents ($2.50) per hour for each hour worked with the designated responsibility. No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay in accordance with article 24.11.

24.13 **<u>Increment Advancement Date</u>**

(a) Regular Employees shall progress on a year-to-year basis along the increment scale by moving to the next increment step, where applicable, on the Employee's employment date. This shall be the Employee's increment date.

(b) In the case of reclassification of an Employee, the Employee's increment date shall be altered to become the date of reclassification as set out in Article 25.03.

(c) In the case of an unpaid Leave of Absence in excess of twenty-eight (28) calendar days, the increment date shall be altered by the length of an unpaid Leave of Absence, other than pregnancy and parental leave in which case the increment date shall be unchanged.

24.14 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 including overtime hours worked between 1800 hours and 0600 hours.

24.15 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.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty days.

25.02 Existing classifications shall not be eliminated or changed without prior agreement with the Union.

25.03 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the classification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 26 - EMPLOYEES' BENEFITS PLAN

26.01 The Employer agrees to maintain an extended health benefit plan, dental plan, AD&D and life insurance benefit during the life of this Agreement for participation by employees, subject to eligibility requirements.

The Employer shall pay sixty-five percent (65%) of the premiums of the extended health benefit plan and dental plan (excluding AD&D and life insurance) and the employee shall pay thirty-five percent (35%) of the premium. The premiums of the AD&D and life insurance benefit shall be cost shared fifty-fifty (50%-50%) between the Employer and the employee.

26.02 Pension

The Employer and Employees shall contribute to the NSAHO Pension Plan in accordance with its eligibility requirements and contribution levels.

26.03 Workers' Compensation Supplement

(a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease 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% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

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

(d) An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.

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

(f) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time

spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 27 - HEALTH AND SAFETY

27.01 The Employer and the Union agree to comply with the Nova Scotia Occupational Health and Safety Act. The Union and the Employer shall cooperate in establishing rules and practices and promote an occupational environment which will enhance the working conditions of employees and which will provide protection from factors adverse to employees health and safety.

27.02 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union within seven (7) business days of the meeting at which the minutes were approved.

27.03 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.

27.04 Employees working in unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

27.05 Proper Training - No employee shall be required to work on any job or operate any piece of equipment until they has received proper training and instructions.

27.06 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement. Members of the Committee shall be allowed two (2) days per year with pay to attend education courses held off the Employers premises.

27.07 No employee shall be disciplined for refusal to work on a job or to operate any equipment which in the opinion of the majority of the Safety Committee is unsafe until such time as a qualified repair person or an independent inspector from the Worker's Compensation Board or Department of Labour, inspects the job or equipment and approves the operation.

27.08 Without detracting from the existing rights and obligations of the parties recognized in other provisions of the agreement, the Employer and the Union

agree to cooperate at the home level in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation provided that this program will not interfere with the direct care given to the residents of Oakwood.

27.09 In the event an employee requires immediate medical care as a result of a workplace accident or injury, transportation from Oakwood to the nearest physician or hospital shall be at the expense of the employer.

27.10 Where a dispute involving a question of general application or interpretation of Article 27 regarding Health and Safety, it shall be subject to the grievance procedure and Steps 1, 2 and 3 of the grievance procedure may be by-passed.

27.11 The Employer and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee.

27.12 A First Aid Kit shall be supplied by the employer to each unit of employees and in other appropriate locations as designated by the Health and Safety Committee.

27.13 The Employer shall cooperate with the Health and Safety Committee in obtaining through the Public Health Authorities available workplace monitoring equipment, on a loan basis, for detecting and recording potential health and safety hazards as considered necessary by that Committee.

ARTICLE 28 - CONTRACTING OUT

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

ARTICLE 29 - GENERAL CONDITIONS

29.01 Proper accommodation shall be provided for employees to have their meals, and to change and store their clothes.

29.02 The Employer shall provide a bulletin board in the lunchroom which shall be placed so that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.03 The Employer shall supply all necessary tools and equipment required by employees in the performance of their duties.

29.04 In the event that the Employer introduces new processes or procedures which affect the discharge of duties and responsibilities of bargaining unit members, the Employer shall endeavour to provide adequate training sessions during employees' regular scheduled hours of work.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

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

ARTICLE 31 - GENERAL

31.01 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 requires.

ARTICLE 32 - NO STRIKE AND NO LOCKOUT

32.01 The Union agrees that there shall be no strike during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this agreement. The words "strike" and "lockout" shall be as defined in the *Nova Scotia Trade Union Act.*

ARTICLE 33 - TERM OF AGREEMENT

33.01 The term of this Agreement is November 1, 2020 to October 31, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing sixty (60) days prior to the expiry date that it desires its termination or amendment. All articles of this Agreement shall be effective from the date of signing unless specifically stated to be otherwise.

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

33.03 Only wages for all employees shall be retroactive as applicable in accordance with Appendix A. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this agreement. All other provision of this Collective Agreement shall apply prospectively from the date of signing of this Collective Agreement.

DATED at Dartmouth this 17th day of May, 2023.

Signed on Behalf of:

The Dartmouth Senior Care Society Operators of Oakwood Terrace	Canadian Union of Public Employees, Local 2774
Michelle Langille	Karen Spencer
	Georgette DeCoste

SCHEDULE "A" - WAGES

NOTE: All hourly rates are based on 2080 hours.

November 1, 2020 – October 31, 2023

				% Increase:	1.5%	% Increase:	1.5%	Wage Adjustment		% Increase:	3.0%	% Increase:	0.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Dietary Aide	Probationary Rate	$16.4144	$34,142	$16.6605	$34,654	$16.9104	$35,174	$17.8479	$37,124	$18.3834	$38,237	$18.4753	$38,479
Environmental Services Worker (Laundry)	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

				% Increase:	1.5%	% Increase:	1.5%	% Increase:	3.0%	% Increase:	0.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
PCW/CCA (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 "PCW/CCA (without certification)" as per the MOA re: CCAs, signed March 25, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5% Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	% Increase: 1.5% Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Wage Adjustment Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	% Increase: 3.0% Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	% Increase: 0.5% Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA /PCW II (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
Employees who were hired prior to November 1, 2006 will be placed on the After 4 year rate	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% Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	% Increase: 1.5% Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	% Increase: 3.0% Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Apr.20-23 Hourly Rate	Apr.20-23 Approx. Annual Rate	% Increase: 0.5% Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	$26.5566	$55,238	$26.9551	$56,067	$27.3594	$56,908	$28.1802	$58,615	$28.1802	$58,615	$28.3211	$58,908
	After 1 Year	$27.1650	$56,503	$27.5724	$57,351	$27.9860	$58,211	$28.8255	$59,957	$28.8255	$59,957	$28.9697	$60,257
	After 2 Years	$27.7520	$57,724	$28.1682	$58,590	$28.5907	$59,469	$29.4484	$61,253	$29.4484	$61,253	$29.5957	$61,559
	After 3 Years	$28.5212	$59,324	$28.9490	$60,214	$29.3832	$61,117	$30.2647	$62,951	$30.2647	$62,951	$30.4160	$63,265
	After 25 years									$31.3240	$65,154	$31.4806	$65,480

*****Re: 25 Year Service Salary Increment - LPNs: Effective April 20, 2023, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5% Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	% Increase: 1.5% Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	% Increase: 3.0% Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	% Increase: 0.5% Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Recreation Programmer (with PCW course)	Probationary Rate	$18.1246	$37,699	$18.3963	$38,264	$18.6723	$38,838	$19.2325	$40,004	$19.3286	$40,204
	Regular Rate	$18.4324	$38,340	$18.7090	$38,915	$18.9896	$39,498	$19.5593	$40,683	$19.6571	$40,887
Employees who were hired prior to November 1, 2006 will be placed on the After 4 year rate	After 1 year	$18.8093	$39,124	$19.0915	$39,710	$19.3779	$40,306	$19.9592	$41,515	$20.0590	$41,723
	After 2 years	$19.1929	$39,921	$19.4808	$40,520	$19.7730	$41,128	$20.3662	$42,362	$20.4680	$42,574
	After 3 years	$19.5842	$40,735	$19.8780	$41,346	$20.1761	$41,966	$20.7814	$43,225	$20.8853	$43,441
	After 4 years	$19.9838	$41,566	$20.2836	$42,190	$20.5878	$42,823	$21.2055	$44,107	$21.3115	$44,328
Physiotherapy Assist.	Probationary Rate	$19.8231	$41,232	$20.1205	$41,851	$20.4223	$42,478	$21.0349	$43,753	$21.1401	$43,971
	Regular Rate	$20.1602	$41,933	$20.4625	$42,562	$20.7694	$43,200	$21.3925	$44,496	$21.4995	$44,719
Cook (Non-Journeyman)	Probationary Rate	$20.7187	$43,095	$21.0294	$43,741	$21.3448	$44,397	$21.9851	$45,729	$22.0951	$45,958
	Regular Rate	$21.0704	$43,827	$21.3866	$44,484	$21.7074	$45,151	$22.3586	$46,506	$22.4704	$46,739
Maintenance I	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

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5% Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	% Increase: 1.5% Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	% Increase: 3.0% Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	% Increase: 0.5% Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Recreation Programmer (2 Year Community College Diploma - Recreation)	Probationary Rate	$22.2348	$46,242	$22.5652	$46,936	$22.9036	$47,640	$23.5907	$49,069	$23.7087	$49,314
	Regular Rate	$22.6097	$47,028	$22.9488	$47,734	$23.2930	$48,450	$23.9918	$49,903	$24.1118	$50,153
Recreation Programmer (University Degree - Recreation)											
Physiotherapy Assist. (Physiotherapy Assistant Training Program) (Degree)	Probationary Rate	$22.4228	$46,639	$22.7590	$47,339	$23.1004	$48,049	$23.7934	$49,490	$23.9124	$49,738
	Regular Rate	$22.8039	$47,432	$23.1460	$48,144	$23.4932	$48,866	$24.1980	$50,332	$24.3190	$50,583
Journeyman Cook	Probationary Rate	$22.6417	$47,095	$22.9814	$47,801	$23.3261	$48,518	$24.0259	$49,974	$24.1460	$50,224
	Regular Rate	$23.0267	$47,895	$23.3721	$48,614	$23.7226	$49,343	$24.4343	$50,823	$24.5565	$51,078

NOTE:

General Economic Increases

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

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

Classification Adjustments

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

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

LPN PRACTICE PREMIUM

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

The first payment for this LPN practice premium will be on June 15th, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2020 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify they must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1st, 2020 and by May 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of $850.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINUMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they works or may choose to take voluntarily regardless of the location or service they works. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

MEMORANDUM OF AGREEMENT #1

Oakwood Terrace and CUPE, Local 2774

25 Year Service Salary Increment – LPNs

Effective the date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

DATED at Dartmouth this 17th day of May, 2023.

Signed on Behalf of:

The Dartmouth Senior Care Society Operators of Oakwood Terrace	Canadian Union of Public Employees, Local 2774
Michelle Langille	Karen Spencer
	Georgette De Coste

MEMORANDUM OF AGREEMENT #2

Oakwood Terrace and CUPE, Local 2774

Diversity, Equity and Inclusion in the Workplace Committee

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

(a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.

(b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of the LTCCSCC).

(c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.

(d) The Committee will formalize terms of reference and determine its own procedure and processes.

(e) The Committee will meet on an as needed basis, but no less than quarterly.

(f) The Committee shall, among other things:

- Consult with and seek input from representatives from diverse and under represented groups as it relates to work within Long Term Care in Nova Scotia.

- Research and, where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.

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

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

DATED at Dartmouth this 17th day of May, 2023.

Signed on Behalf of:

The Dartmouth Senior Care Society Operators of Oakwood Terrace	Canadian Union of Public Employees, Local 2774
Michelle Langille	Karen Spencer
	Georgette DeCoste

MEMORANDUM OF AGREEMENT #3

Oakwood Terrace and CUPE, Local 2774

Option for Regular Part-time Employees to receive unpaid vacation leave

Regular part-time employees shall notify the Employer in writing within 30 calendar days of the signing of this Agreement should they wish to receive unpaid vacation leave pursuant to Article 21.03. This option is available on a one-time basis only. If the option is exercised, such employees are not permitted to accumulate paid vacation leave in accordance with Article 21.02. (MOA language in collective agreement November 1, 2014 – October 31, 2020 – For Historical Purposes only).

Regular Part-time Employees who were hired prior to June 3, 2019 and exercised the option to receive unpaid vacation leave on a pro-rata basis (as set out below) to be paid out with the last pay in May and November will be afforded this option on an ongoing basis. Such employees shall notify the Employer in writing within thirty (30) days of the May and November pay date, if they do not want to receive a payout.

1) Employees who have completed less than two full years of continuous employment by December 31 shall be paid vacation pay at a rate of four (4%) percent of gross wages.

2) Employees who have completed more than two (2) full years of continuous employment by December 31, shall be paid vacation pay at the rate of six (6%) of gross wages.

3) Employees who have completed more than six (6) full years of continuous employment by December 31, shall be paid vacation pay at a rate of eight (8%) percent of gross wages.

4) Employees who have completed more than twenty (20) years of continuous employment by December 31, shall be paid vacation pay at a rate of ten (10%) percent of gross wages.

DATED at Dartmouth this 17th day of May, 2023.

Signed on Behalf of:

The Dartmouth Senior Care Society
Operators of Oakwood Terrace

Michelle Langille

Canadian Union of Public Employees,
Local 2774

Karen Seenar

Georgette De Coste