

# **COLLECTIVE AGREEMENT**

Between

**County of Inverness  
Municipal Housing Corporation,**

a body corporate under the laws of Nova Scotia, proprietors of

**Inverary Manor, Inverness, NS,  
hereinafter called the "Employer".**

and

**The Canadian Union of Public Employees,  
Local 1485, Inverary Manor Employees,**

hereinafter called the "Union".

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

## Table of Contents

PREAMBLE .....	1
ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – DEFINITIONS .....	1
ARTICLE 3 – MANAGEMENT .....	4
ARTICLE 4 - RECOGNITION.....	4
ARTICLE 5 - UNION RECOGNITION.....	5
ARTICLE 6 - CORRESPONDENCE.....	6
ARTICLE 7 - CHECK-OFF.....	7
ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS COMMITTEE.....	8
ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE .....	9
ARTICLE 10 - WAGES.....	12
ARTICLE 11 - HOURS OF WORK.....	13
ARTICLE 12 – OVERTIME.....	16
ARTICLE 13 – VACATIONS .....	17
ARTICLE 14 - SICK LEAVE.....	19
ARTICLE 15 – HOLIDAYS.....	22
ARTICLE 16 - SENIORITY AND USE OF SENIORITY FOR PROMOTION .....	25
ARTICLE 17 - LEAVE OF ABSENCE.....	28
ARTICLE 18 - SAFETY, HEALTH AND WELFARE.....	34
ARTICLE 19 - NO DISCRIMINATION.....	36
ARTICLE 20 - EDUCATION .....	37
ARTICLE 21 - STRIKES AND LOCK-OUTS .....	38
ARTICLE 22 - CONTRACTING OUT.....	38
ARTICLE 23 - JOB DESCRIPTIONS .....	38

ARTICLE 24 - STORMS .....	38
ARTICLE 25 - PERSONAL LOSS.....	39
ARTICLE 26 - COST OF PRINTING AGREEMENT.....	39
ARTICLE 27 - DISCHARGE, SUSPENSION & DISCIPLINE.....	40
ARTICLE 28 - RETIREMENT.....	40
ARTICLE 29 - DURATION OF AGREEMENT .....	41
APPENDIX "A" - WAGE RATES (L1485).....	43
LPN Practice Premium .....	46
Memorandum of Understanding .....	49
Re: E.I. Reduction.....	49

## PREAMBLE

Recognizing common dependence of the Employer and its employees upon the welfare of the Nursing Home as a whole, and recognizing further that a relationship of good will and mutual respect between the Employer and the employees contributes greatly to the maintenance and increase of that welfare, the parties to this agreement have joined together in the following agreement.

## ARTICLE 1 – PURPOSE

1.01 The purpose of this agreement is:

- (a) To promote and maintain harmonious relations between the employer and its employees;
- (b) To define more clearly through collective bargaining the wages and conditions of employment which shall exist between the employer and the Union;
- (c) To provide an amicable method of settling grievances or differences which may arise from time to time;
- (d) To provide for the carrying on the employer's business under methods which will further to the fullest extent possible the safety and welfare of employees, together with efficiency and economy of operation;

It is recognized by this agreement to be the duty of both parties to co-operate fully, both collectively and individually for the promotions of the aforesaid conditions.

## ARTICLE 2 – DEFINITIONS

2.01 The term "employee" shall mean one who is hired and occupies a position in the bargaining unit and who has completed the probationary period.

- 2.02 A "Full Time Employee" is one who is regularly scheduled to work on a full time basis, who normally works an average of eighty (80) hours in a biweekly pay period and who has successfully completed the probationary period. This Collective Agreement is fully applicable to Full-Time Employees.
- 2.03 A "Regular Part Time Employee" is one who is employed on a continuing basis, but who is regularly scheduled to work less than the schedule of a Full Time Employee and who has successfully completed the probationary period. This Collective Agreement is applicable to Regular Part Time Employees on a pro-rata basis to paid hours. Regular part-time employees are called to work on the basis of seniority.
- 2.04 A "Part Time Employee" is one who has completed one thousand (1,000) hours of actual time worked but does not have a guaranteed schedule. This Collective Agreement is applicable to Part Time Employees on a pro-rata basis to paid hours. Part Time employees are called to work on the basis of seniority.
- 2.05 Temporary Employee may be hired to replace an employee who will be on an approved leave of absence, absence due to WCB disability, sick leave, long-term disability or personal leave. Temporary employees are hired for the length of the leave of the person being replaced. The period of employment of such persons in such a position will not exceed the absentee's leave. The individual employed in this position shall be deemed to be on probation for the entire period of employment and release or discharge of such persons shall not be the subject of a grievance or arbitration save and except where the temporary employee alleges that the termination was for reasons that would constitute a violation of the Nova Scotia *Human Rights Act* or the *Trade Union Act*;
- 2.06 Temporary Position" means a Full-Time or Regular Part-time position for a designated period in excess of ten (10) weeks. A temporary position may be terminated at any time. Full-Time, Regular Part-Time Employees, Part-Time and casual employees who accept a Temporary Position will maintain their current entitlement for Group Health Benefits and pension entitlement, but scheduling, sick leave accrual, statutory holidays and vacation benefits will be based on the Temporary Position. Upon termination of the temporary position, the Regular Full-Time, Regular Part-Time, Part-Time and casual employee filling the position shall return to their previous status.

2.07 A "probationary employee" is an employee who has worked less than 600 hours. Paid sick leave and seniority rights shall not be accessible to the employee while on probation but all accumulations shall be based on the date of hiring and all total accumulations credited to the employee upon successful completion of probation. Probationary employees may be terminated at any time at sole discretion of management.

2.08 A "Casual Employee" is a member of the bargaining unit who has not completed one thousand (1000) hours of actual time worked. This Collective Agreement is applicable to Casual Employees on a pro-rata basis to paid hours except that Casual Employees are:

- (a) not entitled to sick leave or compassionate leave;
- (b) compensated for holidays, overtime and vacation pay according to the *Labour Standards Act of Nova Scotia*;
- (c) hired as needed and works on a day to day basis or relief basis as required and does not have a regular schedule;
- (d) when offered the opportunity for available work they will be called on a seniority basis;
- (e) moved to the bottom of the call out list if they are not available for three consecutive shifts without legitimate reason.

2.09 Pro-ration of Benefits

All part-time and temporary employees shall be entitled to benefits on a pro-rated basis unless otherwise stipulated in the contract.

2.10 Benefit Calculation

For the purpose of calculating vacation benefits and sick leave credits, the employer agrees that all paid leaves of absence, holidays, time spent in negotiations, labour / management committee meetings and all education courses approved by the employer shall be considered days of work. For the purpose of calculating vacation benefits, up to 17 weeks of pregnancy leave shall be considered days of work.

## ARTICLE 3 – MANAGEMENT

### 3.01 Management's Rights

The Union agrees that it is the exclusive right of The Employer to manage the facility and, without limiting the generality of the foregoing the Employer has the right to:

- 1) Maintain order, discipline and efficiency;
- 2) Operate and manage its business and direct the work force in accordance with its commitments and responsibilities;
- 3) Determine the work to be performed and establish standards, methods, procedures and schedules of operations;
- 4) Determine qualifications, select, hire, transfer, promote, classify, lay-off;
- 5) Suspend, and discharge or discipline an employee for just cause;
- 6) Maintain reasonable rules and regulations to be observed by employees;
- 7) Exercise its residual management rights effectively, except as they may be specifically modified by this agreement.

The Employer agrees that Management's rights referred to in this Article shall be exercised in a manner fairly and reasonably and consistent with the terms of this Agreement. Nothing in this article shall, however, deprive an employee from exercising the employee's full rights under the grievance procedure set out herein.

## ARTICLE 4 - RECOGNITION

### 4.01 Bargaining Unit:

The Employer recognizes CUPE and its Local 1485, Inverary Manor Employees, as the sole collective bargaining agency for the employees but excluding Registered and Graduate Nurses, Administrator, Assistant Administrator, Secretary to the Administrator, Foremen and those equivalent to the rank of Foreman and those excluded by paragraph (a) and (b) of Section 2 of the *Trade*

*Union Act*, and agrees to meet the representatives of said union for the purpose of carrying out the terms of this agreement.

4.02 New Classification:

Should a new classification be created during the term of this agreement, the Management and the Union Executive shall decide on the rate and designation.

4.03 No Other Agreement:

No employee shall be asked or permitted to make any verbal or written agreement which may conflict with the terms of this agreement.

4.04 Work of The Bargaining Unit:

Casual and relief employees presently doing work within the bargaining unit shall suffer no loss of employment as a result of grants or work projects.

## ARTICLE 5 - UNION RECOGNITION

5.01 All Employees to be Members

All employees shall, as a condition of continuing employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees shall, as a condition of continuing employment, become and remain members in good standing of the Union upon commencement of employment with the Employer.

5.02 Union Representation

The Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such Representative(s) shall, with permission of the Employer, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

**5.03 Notices**

The Union shall be permitted to post notices on the Union bulletin board(s) provided by the Employer.

**5.04 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members plus one (1) alternate from the Union. The Union will advise the Employer of the Union members on the Committee.

Subject to operational requirements, any representative of the Union on the Bargaining Committee, shall have the right to attend negotiations. The Employer agrees to pay these three (3) employees at their regular straight time rate for each day spent in direct Employer negotiations. In return, the Union agrees to fully reimburse the Employer for all salary and benefits paid to the alternate as a result of negotiations, which includes conciliation as well.

**ARTICLE 6 - CORRESPONDENCE**

**6.01 Correspondence**

- (a) All correspondence between the parties arising out of this agreement or incidental thereto, shall pass between the Administrator, or designate, and the Recording Secretary of the Union or designate. Where correspondence is directed to the CUPE National Representative, a copy will be provided to the Recording Secretary.
  
- (b) A copy of any correspondence between the Employer and any employee in the bargaining unit which pertains to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Recording Secretary of the Union.
  
- (c) When hiring a new employee, or filling a permanent position, the Employer shall provide the employee with a letter confirming the date of hire,

classification and status of position with a copy to the Recording Secretary of the Union.

- (d) When filling a Temporary vacancy through a job posting, the Employer shall provide the employee with a letter confirming the date the employee will begin the position, the classification, status of the position and the expected duration of the vacancy with a copy to the Recording Secretary of the Union.
- (e) The Employer will provide the Union once a year in January with a seniority list for all employees.
- (f) The Employer shall provide the following information annually and shall provide it in electronic form:
  - (a) the name of each Employee; and
  - (b) the mailing address and telephone number (if available) of each employee; and
  - (c) the personal email address of each employee (if available); and
  - (d) the employee's employment status (such as full-time, part-time, temporary, casual)

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

## ARTICLE 7 - CHECK-OFF

### 7.01 Dues Deduction

The Employer shall deduct from every employee any monthly dues, initiations or assessments levied in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union.

### 7.02 Deductions Forwarded to National Secretary

Deductions shall be made from the payroll period at the end of each month, and shall be forwarded to the National Secretary of the Union, not later than the 15th day of the month following, accompanied by a list of the employees from whose wages the deductions have been made.

## ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS COMMITTEE

### 8.01 Representation

A Labour-Management Relations Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall receive the full support of both parties to this agreement in the interest of improving labour-management relations.

### 8.02 Jurisdiction

The committee shall not have jurisdiction over wages, or any other matter of Collective Bargaining including the administration of this Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or the Employer to any decision or conclusions reached at their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### 8.03 Meetings

The Committee shall meet every four (4) months or otherwise when mutually agreed. An agenda of the matters to be discussed will be circulated at least three (3) days in advance of the meeting. Employees who are scheduled to work at the time of the meeting shall request time off to attend the meeting. Such time off will be granted, subject to operational requirements. The Employer agrees to pay the employee at their regular straight time rate for their scheduled shift and in return the Union agrees to reimburse the Employer within thirty (30) days for all salary and benefits paid to these employees as a result of labour management meetings. Employees off duty at the time of the meeting will be not paid for their attendance.

## ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

### 9.01 Names of Stewards

The Union shall notify the Employer in writing of the names of each Steward and the Department(s) they represent before the Employer shall be required to recognize them.

### 9.02 Permission to Leave Work

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

### 9.03 Definition of a grievance

A grievance is any dispute or difference arising out of the interpretation, application, or administration of this Agreement or any allegation that this agreement has been violated, or any question as to whether a matter is arbitrable.

### 9.04 Procedure for Complaints and Grievances

Alleged complaints and grievances shall be dealt with in the following manner, and this procedure shall not be by-passed.

#### (a) Informal Step:

Both parties recognize the benefit of resolving differences or disputes as quickly as possible and, therefore, the parties agree that employees shall discuss such issues with their immediate supervisor within five (5) days of the date the employee knew or ought to have known about the event giving rise to the grievance. If the discussion does not resolve the issue, it may be referred to the grievance procedure as outlined in (b) below.

#### (b) Step 1:

The aggrieved employee or employees, with a Shop Steward or Local Union representative, shall submit the grievance in writing to the Department Head within ten(10) days from the reply in the Informal Step. The grievance must state the details of the complaint and the Articles of the Collective Agreement being relied upon by the Union. The Department Head shall respond within five (5) working days.

(c) Step 2:

If the alleged complaint is not settled within five (5) days, the Union shall then refer the grievance in writing to the Administrator or his/her representative. The Administrator or his/her representative shall schedule a meeting with the Steward or Local Union representative and grievor within five (5) days. The Administrator will respond to the grievance in writing within 5 days of the meeting.

(d) Voluntary Mediation:

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

9.05 Referral to Arbitration

If the grievance procedure fails to resolve a grievable dispute between the parties, one or other of the parties shall have the right to refer the matter to arbitration within thirty (30) days of the reply at Step 2 of the grievance procedure.

9.06 Selection of an Arbitrator

The Union and the Employer shall consult and select an Arbitrator or Board of Arbitration within ten (10) days of receipt of notice of arbitration by either party from the other. A single arbitrator will be used in all cases except those involving discharge, when, at the request of either party, a Board of Arbitration shall be used. Should the parties be unable to agree on the selection of an Arbitrator, a request will be made to the Minister of Labour for the Province of Nova Scotia to appoint an Arbitrator.

9.07 Arbitration Decision

The decision of the Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. When a Board of Arbitration is used, the decision of the majority shall be the decision of the Board or, if there is no majority decision, the decision of the chair shall be the decision of the Board. The Arbitrator or Board of Arbitration shall not have the power to alter, modify or amend any of the provisions of this Agreement or to make decisions contrary to its provisions. If the incident causing a grievance includes a loss of earnings or loss of benefits, the Arbitrator or Board of Arbitration is empowered to order that such loss or part of such loss shall be reimbursed or restored to the employee(s) if warranted, based on the evidence submitted.

9.08 Arbitration Fees and Expenses

Each party shall pay one-half of the fees and expenses of the Arbitrator.

9.09 Time Limits.

For purposes of this article, "days" shall not include any Saturday, Sunday, or Statutory Holiday recognized by this agreement. At any step of the Grievance or Arbitration Procedure, time limits may be extended by mutual consent of the Parties.

9.10 Group Grievance

The Union shall have the right to file a grievance which affects a group of employees as a single grievance, listing the employees affected. This grievance will be submitted at Step 2 and will be signed by the Union representative on behalf of those members grieving.

9.11 Policy Grievance

The Union may file a grievance on behalf of the Union which shall be known as a policy grievance and Step 1 of this article will be bypassed.

9.12 Final and Binding

Any settlement of a grievance under this procedure shall be final and binding

upon the Employer, the Union and the grievor.

## ARTICLE 10 - WAGES

### 10.01 Wage Scale

The negotiated scale of wage rates is attached to and is part of this Agreement as Appendix "A".

### 10.02 Temporary Assignment

Where an employee is assigned temporarily to perform work in a classification paying a lower rate than the employee's own while there is no work available in the employee's own classification the employee shall be paid the employee's regular rate. If an employee is assigned temporarily to perform work in a classification paying a higher rate the employee shall receive the rate that goes with the classification.

Any employee assuming responsibility for any classification not covered by this agreement shall be paid a 10% responsibility pay over and above their regular rate, or the current rate of pay for the position, whichever is less. Such temporary assignment shall be for a period not exceeding thirty (30) days and after such time shall be reviewed by the Union, the employee and the Employer for possible continuation.

### 10.03 (a) Responsibility Pay

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 eight hours), in addition to the LPNs regular hourly rate.

### (b) LPN Facility Pay

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\*

\*Any current compensation for responsibility for the facility which is greater shall be red-circled\*

#### 10.04 Shift Differential

Effective date of ratification, all employees shall receive a shift premium of \$2.35 per hour for all hours worked between 1900 hours and 0700 hours, including overtime hours worked.

#### 10.05 Weekend Premium

Effective date of ratification, all employees shall receive a shift premium of \$2.35 per hour for all regular hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday, including overtime hours worked.

#### 10.06 No Pyramiding of Premium Pay

There shall be no pyramiding of premium pay, overtime pay or paid holiday pay in no event shall there be any pyramiding of benefits or payments paid except where the contract provides otherwise.

#### 10.07 Portability of Service

In hiring staff in classifications for which there is a wage scale, the starting wage rate will be in accordance with their previous experience in the same professional capacity.

### ARTICLE 11 - HOURS OF WORK

#### 11.01 Normal Hours

The normal hours of work for a full time employee shall be either eight (8), ten (10) or twelve (12) consecutive hour shifts, totalling eighty (80) hours per two (2) week period.

This does not preclude variable shift arrangements, which are mutually agreed between the Union, employee and the Employer. Full Time Employees working twelve (12) hour shifts shall average eighty (80) hours every two (2) weeks. LPN's may work four (4) hour shifts.

#### 11.02 Paid Breaks

- (a) During 8-hour shifts, employees are entitled to one 30-minute lunch break and two 15-minute break periods, one in the morning and one in the afternoon.
- (b) During 10-hour shifts, employees are entitled to one 30-minute lunch break, a 25-minute break in the morning and a 20-minute break in the afternoon.
- (c) During 12-hour shifts, employees are entitled to two 30-minute lunch breaks and two 15-minute break periods, one in the morning and one in the afternoon.

#### 11.03 Days Off

- (a) Full time employees working eight (8) or ten (10) hour shifts shall be scheduled four (4) days off in a two-week period.
- (b) Where possible, the Employer will endeavor to schedule two (2) consecutive days off within the Bi-weekly schedule, unless mutually agreed otherwise.
- (c) The Employer will schedule weekends off as follows, unless mutually agreed between the Employer and Employee otherwise:

- (i) All Full Time Employees, working eight (8) or ten (10) hour shifts, shall be entitled to every second weekend off;
- (ii) All Full Time Employees, working twelve (12) hour shifts, shall be entitled to fifteen (15) weekends off in thirty (30) weeks;
- (iii) All Regular Part Time and Part Time employees shall be allowed one (1) weekend off in four (4); which shall include a twelve (12) hour night on Friday, subject to operational requirements.
- (iv) All Full Time LPN's shall be entitled to every 2nd weekend off.

The provisions of this Article will not apply Dec. 1st of one year to Jan 15th of the following year. It is further agreed that no employee shall work more than five (5) successive weekends during this period.

#### 11.04 Rest Period Between Shifts

There shall be at least sixteen (16) hours between consecutive eight (8) hour shifts, fourteen (14) consecutive hours between ten (10) hour shifts and twelve (12) hours between twelve (12) hour shifts, unless mutually agreed to by the parties.

#### 11.05 Co-operation on Attendance

The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work.

#### 11.06 Work Schedules

Work schedules for regular full time employees covering four (4)-week periods shall be posted not later than two (2) weeks before the expiry of the current

schedule and shall not be changed except in emergency situations, in which case overtime rates shall apply to the first shift of the changed schedule.

**11.07 5<sup>th</sup> Consecutive 12-Hour Shift**

It is mutually understood and agreed that Regular Part-Time, Part-Time and Casual employees who have worked consecutive shifts totalling forty-eight (48) hours may refuse to work a shift on the following day without reprisal.

**ARTICLE 12 – OVERTIME**

**12.01 Overtime Defined**

- (a) Overtime, at the rate of one and one-half (1 1/2) times regular rate shall be paid for:

All hours worked in excess of the scheduled daily hours (8, 10 or 12) or for hours worked in excess of 80 hours in a two week period or 160 hours in a four week period.

- (b) Any Full Time Employee who is called to work on their regular scheduled day off shall be paid time and one half (1 1/2) for the number of hours worked.
- (c) Overtime at the rate of two (2) times their regular pay shall be paid to any employee who works seven (7), or more, consecutive shifts for the seventh, and each succeeding unscheduled shift.
- (d) An employee may take the equivalent time off in lieu of overtime pay at a mutually agreed time. All unused banked time shall be paid out each March 31, the end of the fiscal year.
- (e) Overtime shall be offered to the available employee (s) in accordance with their departmental seniority.

12.02 Call-back Pay Guarantee

An employee who is called back to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at regular rates or time off as mutually agreed.

12.03 Call-back Travel Allowance

The Employer agrees to pay a travel allowance of four dollars (\$4.00) round trip for all employees called back to work.

ARTICLE 13 – VACATIONS

13.01 Scheduling of Vacation

Vacation may only be scheduled and taken after it has been earned by the employee.

13.02 Vacation Year

The "vacation year" shall be January 1st to December 31 and all accruals shall occur during this period.

13.03 Vacation Entitlement

All regular full-time employees of the Employer covered by this agreement shall accrue paid vacation days as follows, providing they have been paid for 2080 regularly-scheduled hours in the year. Where less than 2080 regularly-scheduled hours have been paid, the vacation accumulation shall be on a pro-rata basis.

Period Completed	Entitlement
Less than 12 months accrual	10 hours for each completed month
After 1 year accrual	120 hours per year
After 4 years accrual	160 hours per year
After 10 years accrual	200 hours per year

After 16 years accrual	8 additional hours per year to 240 hr. max.
After 20 years accrual	240 hours per year

Regular part-time, part-time employees shall receive paid vacation on a pro-rated basis or time off as mutually agreed between the employee and Employer.

Vacation shall normally be scheduled and taken between January 15<sup>th</sup> and December 15<sup>th</sup> of each year, subject to operational requirements.

Vacations shall be allotted on the basis of seniority. Employee requests for vacation preference shall be indicated not later than March 31st each year. Vacation preferences requested by March 31 shall be given first consideration for approval, according to seniority. Vacation preferences requested after March 31 shall be considered in the order in which they are received, but only after those requests that met the March 31 deadline have been considered.

#### 13.04 Unbroken Vacation Period

An employee shall be entitled to receive the employee's vacation in an unbroken period, except that not more than four (4) weeks may be scheduled consecutively between the last Saturday in June and the second Saturday in September, unless otherwise mutually agreed upon between the employee and the Employer. If an employee works during their vacation, the Employee shall be paid regular pay plus one-half (1/2) of a day's pay for each day worked and credited with vacation allotment used.

Except as otherwise provided in this Agreement, vacation leave for a period of not more than forty (40) hours may, with the consent of the immediate management supervisor, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the Employee to the immediate management supervisor not later than January 31st of the following calendar year in which the vacation is earned. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving an Employee's request.

An Employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year up to their maximum annual entitlement.

13.05 Approval for Vacation

Approval for vacations shall be indicated to employees by the posting of a signed vacation roster by May 15<sup>th</sup> of each year. Vacations so approved shall not be changed without the consent of the affected employees.

13.06 Days off before Vacation

The Employer shall endeavour to schedule vacation in such a way as to provide the employee with their regular days off preceding vacation.

13.07 Illness Prior To or During Vacation

Instances where it can be established by the employee that the employee suffered a serious illness or accident that confines the employee for a period greater than five (5) days under a Medical Doctor's order prior to going on a scheduled vacation of three (3) days or more, the vacation time will be rescheduled. If, during the vacation period and the Doctor confirms in writing that the employee is confined and is unable to carry out work or household duties for three (3) or more days, the vacation time loss shall be rescheduled, this is not intended to cover minor ailments.

13.08 Substitution of Bereavement Leave for Vacation

An employee who qualifies for bereavement leave due to the death of an employee's spouse, common-law spouse, child, step-child, common-law child, parent, step-parent, parent-in-law, grandparent, grandchild, brother or sister, common-law parent-in-law, son-in-law, daughter-in-law while on an approved vacation/holiday leave shall have such vacation/holiday time rescheduled by mutual agreement and shall receive bereavement leave for the period for which they qualify under the collective agreement.

ARTICLE 14 - SICK LEAVE

#### 14.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee may be required to produce a certificate for any illness in excess of three (3) days. Where abuse is suspected, a certificate may be required any time.

#### 14.02 Sick Leave Accumulation

Regular full-time, regular part-time, and part-time employees shall accumulate paid sick leave at the rate of one and one half (1 1/2) eight-hour days per month to a maximum of 120 days.

#### 14.03 Payment upon Termination of Employment

- (a) Sick leave is an indemnity benefit and, effective on September 3, 2003, it shall be earned to cover only eligible absences from work.
  
- (b) Sick leave accumulated prior to September 3, 2003 has been identified. This accumulated sick leave shall be available for use on a day for day basis, or for payment on retirement, discharge, or termination of employment at 50% of the accumulated value. Use of any sick leave from this accumulation will reduce the future amount payable.

#### 14.04 Employer to be Notified

Employees off on sick leave, whether paid or otherwise, shall keep the Employer posted bi-weekly on the status of their illness, and their probable date of return to work. Employees failing to do so will be posted to work only as soon as the employer can conveniently do so.

#### 14.05 Medical Examination

Any medical examination(s) or test(s) or treatment required by the Employer shall be provided free of charge to employees. The Employer will arrange for such appointments as required.

If, for any reason, the employee, as part of the treatment or examination process required by the employer, has to incur costs to go out of Town, the Employer will pay all expenses incurred by the employee for such treatment or examination upon presentation of receipts.

#### 14.06 Medical Plan

For employees who are eligible to participate in the Employer's extended health plan under the terms and conditions of that plan (or its equivalent replacement), the Employer shall pay sixty-five percent (65%) of the cost of premiums for that plan and the eligible employees shall have deducted from their pay the other thirty-five percent (35%) of the cost of the premiums. Dental benefits are included in the plan and the Employer shall pay fifty percent (50%) of the cost of the premiums and eligible employees shall have deducted from their pay the other fifty percent (50%) of the cost of the premiums. All eligible employees must participate in the extended health care plan except for those who may opt out under the terms and conditions of the plan. Coverage for each eligible employee shall be in accordance with the terms and conditions of the extended health plan and issues relating to coverage are not arbitrable.

#### 14.07 Workers' Compensation

- (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her 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 NSHEPP 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. The amendment to include the pension contribution is effective on the date of ratification of this agreement.
- (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) The provisions of this Article do not apply to casual employees.
- (g) An employee who participates in an ease back or return to work program following a period of WCB shall be paid the employee's regular hourly rate for all time spent at the work place unless the employee continues to receive WCB Benefits for the time worked.

## ARTICLE 15 – HOLIDAYS

### 15.01 Holidays Recognized

The Employer recognizes the following as paid Holidays and shall pay entitled employees time and one-half (1 1/2) their regular hourly rate for time worked on these days. The one-half (1/2) time shall be the Holiday Premium:

New Year's Day	Labour Day
Heritage Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Floating Holiday	

Any other day proclaimed as a Holiday by Federal, Provincial, or County of Inverness Governments.

The Floating Holiday is granted in lieu of the first (1st) Monday in August and may be taken by mutual agreement between the Employer and the employee. All requests for a Floating Holiday shall be granted with two (2) weeks advance notice, but where such notice is not possible, a request shall not be unreasonably withheld.

#### **15.02 Holidays Taken Within 30 Days**

The above-named holidays shall be taken on the day of the holiday or within thirty (30) days before or thirty (30) days following the holiday at a time mutually agreed upon between the Employer and the employee or payment in lieu shall be made.

#### **15.03 Holidays Falling on Weekends**

When any of the above-noted Holidays fall on a Saturday or Sunday, the following Monday shall be deemed to be a Holiday for employees who are scheduled to work Monday to Friday with weekends off.

**15.04 Holidays on Days Off**

When any of the above-noted Holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the employer.

**15.05 Work on a Holiday on a Regular Scheduled Day Off**

A full-time or part-time employee called in to work on a holiday on their regular scheduled day off shall be paid at double time (2x) their regular hourly rate.

**15.06 Provisions for year-end Holidays**

Each regular full-time or regular part-time employee shall be entitled to a minimum of five (5) consecutive days off for year-end Holidays.

Part-time employees shall not be required to work both Holidays but shall have one or the other off.

All Employees shall rotate year to year, having Christmas or New Year's off.

**15.07 Christmas/New Year's Holiday**

The five (5) consecutive days off at Christmas will include Dec. 24 and 25, along with the regular scheduled days off. The five (5) consecutive days off at New Year's will include Dec. 31 and Jan. 1, along with the regular scheduled days off.

**15.08 Regular Part-time and Part-time Entitlement**

Regular part-time and part-time employees as defined in this agreement shall be entitled to a paid holiday on a pro-rata basis to a maximum outlined in 15.01 if one of the following, conditions is met:

- (a) the employee is required to work the actual day of the Holiday; or
- (b) the employee is required to work the day immediately before and immediately after the Holiday; or
- (c) for every twenty-two (22) days worked. If the Holiday is received under (a) or (b), then (c) would not apply for that month.

**15.09 Banking of Holidays**

- (a) Employees may bank a maximum of three (3) earned holidays per year. Banked holidays must be used within the current fiscal year (April 1 - March 31) and unused banked holidays will be paid out as of March 31 annually. Banked holidays may be taken only when scheduling will permit, as determined by the supervisor. Banked holidays may not be taken during the periods Dec. 1 - Jan. 15 and July 1 - Oct. 31.
  
- (b) Employees may take the equivalent time off in lieu Holiday Premium at a time mutually convenient to the employee and the Employer. All unused banked time shall be paid out each March 31, the end of the fiscal year.

**ARTICLE 16 - SENIORITY AND USE OF SENIORITY FOR PROMOTION**

**16.01 Seniority Defined**

Seniority is defined as the length of service with the employer from date of hire and will continue to operate on a departmental basis. Seniority shall commence at the successful completion of probationary period and shall be retroactive to the date of hire.

**16.02 Seniority List**

The Employer agrees to post a seniority list within thirty (30) days of the signing of the agreement and from year to year thereafter.

**16.03 Loss of Seniority**

An employee shall only lose seniority in the event the employee:

1. is discharged for just cause and not reinstated;
  
2. resigns and does not withdraw the resignation within 48 hours;
  
3. retires from work;

4. is absent from work due to illness, accident, lay-off or leave of absence for longer than two (2) years;
5. fails, without legitimate cause, to return from an approved leave of absence on the day set out when the leave was approved;
6. is absent from work in excess of five (5) working days without satisfactory cause and without notifying the employer;
7. fails to return to work within two (2) weeks of recall after receiving notice of recall by Priority post to his last known address on file with the employer.

#### 16.04 Use of Seniority in Promotion

In lay-off, rehiring or in the promotion to a higher position, the seniority of the employee concerned consistent with the ability to perform the work required as determined by the employer shall be the determining factor.

#### 16.05 Job Postings

- (a) When the Employer determines that, within the bargaining unit, there is a vacancy of a regular/permanent nature, the employer shall notify the union in writing and post notice of the position on the employer's main bulletin board for a minimum period of one (1) week. The notice shall be posted within two (2) weeks of the employer having knowledge that a vacancy will occur. The Employer shall not advertise outside the home for any vacancy within the bargaining unit until the vacancy is posted within the facility and internal candidates have been considered.
- (b) A temporary position in excess of ten (10) weeks shall be posted in accordance with (a) above.
- (c) The job posting notice shall contain the nature of the position; the assignment; the qualifications, knowledge, education and skills required;

the shifts, hours of work, and wage rate. The qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

- (d) The successful job posting applicant, if a present employee, shall be placed on trial for a period of sixty (60) worked days. Conditional on satisfactory service, the employee shall be declared permanent after that period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage, or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate without loss of seniority. During the trial period the employee shall retain the option of returning to their former position with the same procedure being followed as outlined above.
- (e) In the event that additional vacancies arise as a result of the posting in 16.05(a) the Employer can fill those vacancies from the existing posting without having to post a further notice.

#### **16.06 Departmental Seniority**

When a vacancy is being filled, the Employees within the department where the vacancy exists shall be given first preference, consistent with their ability to do the work, as per 16.04.

#### **16.07 Determining Benefits Upon Transfer**

A transfer is a movement from one job classification to another job classification within or between departments to fill a vacant position. If an employee should transfer to a new classification, that employee goes on the bottom of the seniority list for that classification. The original date of hire will be used in determining all other benefits consistent with this collective agreement.

#### **16.08 Role of Seniority in Lay-Offs and Rehiring of Employees**

Both parties recognize that job security should increase to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority in their classification. Employees shall be recalled in the order of their seniority within their classification.

#### 16.09 Notice of Lay-off

It is mutually agreed that the Employer shall give at least two (2) weeks notice or pay in lieu thereof, to an employee who is being laid off, except employees discharged for cause. Employees shall give a minimum of two (2) weeks' notice if they intend to leave the service of the Employer.

#### 16.10 Access to Bumping Procedure

Both parties recognize that employees who receive Employer notices of lay-off(s) shall have the right to exercise their rights to displace, or bump, less senior employees according to the following:

- (1) Any employee to be laid off in accordance with Article 16.08 shall have the right to displace the most junior employee in any classification within the bargaining unit, if the employee can perform the duties of that position and meet the requirements normally used to assign the position.
- (2) An employee in receipt of notice of lay-off must exercise bumping rights by indicating his intentions in writing to the Employer through registered mail within a two (2) week period immediately following receipt of notice of lay-off.
- (3) An employee who does not exercise bumping rights within two (2) weeks of receipt of a lay-off notice shall be deemed by the Employer to have accepted the lay-off.

### ARTICLE 17 - LEAVE OF ABSENCE

17.01 Subject to operational requirements and approval by the Employer, employees with sufficient sick leave credits shall be allowed paid leave of absence of up to

Twenty-four (24) hours per annum (pro-rated for Part-Time Employees) debited against sick leave credits in order to:

- (a) attend appointments with a qualified health service provider to engage in and facilitate the employee's personal preventative medical, dental or mental health care. Employees shall advise the employee's immediate supervisor when the employee becomes aware of the date and time of the appointment. Such leave shall not be unreasonably denied.
- (b) attend at a qualified health service provider where the Employee's own medical, dental, or mental health is at an immediate and serious risk;
- (c) attend at a qualified health service provider where the Employee's spouse, common-law spouse, child, stepchild, common child, parent, step-parent, parent-in-law or common-law parent-in-law has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of the employee's assigned shifts;
- (d) attend to a critical incident (fire, flood, or other natural disaster) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts.
- (e) The Employer may require verification of the condition claimed.
- (f) This provision is not applicable to a Casual Employee.

#### **17.02 Leave of Absence for Personal Business**

Subject to the operational requirements and approval by the Employer, a leave of absence without pay for personal business up to a maximum of six (6) days per year may be granted for good and sufficient cause.

#### **17.03 Pregnancy and Parental Leave**

Pregnancy and parental leave shall be provided in accordance with the *Labour Standards Code*, R.S.N.S., c.246, as amended.

#### Pregnancy Leave

- (a) The Employer may, prior to approving such leave, request a certificate from a legally-qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
  
- (b) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date they will begin or end the employee's pregnancy leave. The employee may amend the notice by:
  - (i) changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  
  - (ii) changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
  
- (c) Where notice as required under (b) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practical of the commencement of the employee's leave or the employee's return to work.

#### Rights/Benefits of Employees on Pregnancy or Parental Leave

- (d) The Employer shall not terminate the employment of an employee because of the employee's pregnancy.
  
- (e) The Employer may require an employee to commence a leave of absence without pay or from accumulated sick leave where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the

pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing the employee's ability to work.

- (f) Should an employee become ill prior to the commencement of the employee's pregnancy leave or during, the employee's pregnancy leave, the employee shall be granted sick leave pay in accordance with the provisions of Article 15.
- (g) When an Employee reports for work upon the expiration of the period of pregnancy or parental leave, the employee shall resume work in the same position the employee held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave.
- (h) Seniority shall continue to accrue for the duration of a pregnancy or parental leave. Any coverage under the Employer's group insurance plans will continue to be provided during the leave provided the employee pays the employee's portion of the premiums each month while on leave. Vacation shall accrue during pregnancy leave to a maximum of seventeen (17) weeks. No other benefits shall accrue.

#### 17.04 Jury Duty

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury, or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a Court;

- (ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witness before it or;
- (iii) before a legislative council legislative assembly or any committee thereof that is authorized by law to compel the attendance or witnesses before it.

Any employee given leave of absence with pay to serve on a jury pursuant to the above article shall have deducted from their salary an amount equal to the amount that the employee receives for such duty.

**17.05 Bereavement Leave:**

- (a) An employee shall be granted bereavement leave of 5 consecutive calendar days in the event of the death of the employee's spouse, common-law spouse, child, step-child, common-law child, parent, step-parent, parent-in-law, grandparent, grandchild, brother or sister, common-law parent-in-law, son-in-law, daughter-in-law. If the services for the deceased are to take place off Cape Breton Island, the 5-day compassionate leave shall be extended to 7 consecutive calendar days.
- (b) An employee shall be granted bereavement leave of 2 consecutive calendar days in the event of a brother-in-law, sister-in-law, or any person with whom the employee permanently resides or who permanently resides with the employee.
- (c) An employee shall be granted bereavement leave of one (1) day to attend the funeral of an aunt, uncle, niece, or nephew of the employee (not the employee's spouse).
- (d) If the death of a member of one's immediate family occurs while the employee is at work, the employee may leave work and be paid for the remainder of the shift. Bereavement leave shall begin on the following day.

- (e) If the death of a member of one's immediate family occurs when the employee is scheduled to go to work but has not yet reported, and the employee does not report because of the death then that shift shall be the first day of bereavement leave.
- (f) Bereavement leave is granted for current, not estranged, relationships.
- (g) The Employer shall pay an employee who takes bereavement leave the employee's regular wages for the days during the leave that the employee would have normally been scheduled and available to work during the leave.
- (h) An employee may be allowed appropriate time off to attend, or serve at, a funeral, provided the request is made at least 12 hours in advance. In extenuating circumstances notice shall be given as far in advance as possible.
- (i) For employees not covered by (d) or (e), bereavement leave will be effective midnight following the death.
- (j) Should the funeral or interment of a person for whom an employee is entitled to bereavement leave be held outside the period immediately following the death, the employee shall be entitled to defer all or a portion of the leave to which they are entitled, if any remains, to be taken to attend the funeral or interment, provided that the request is made during the period immediately following the death.

#### 17.06 Compassionate Care Leave

Compassionate care leave is an unpaid leave of up to 28-weeks for employees who need to care for a seriously ill family member who has a significant risk of dying within 26 weeks.

Employees must be employed for at least three months. The employee must give the employer as much notice as possible before taking the leave. The employee must provide the Employer with a certificate from a legally qualified medical practitioner stating that the family member has a serious medical condition with

significant risk of death within twenty-six weeks from the day the certificate was issued or where the leave was begun before the certificate was issued, the day the leave was begun. The employee can take up to 28 weeks' leave, which must be taken over a 52-week time frame. The leave can be broken up into several periods of at least one week in duration during the 52-week time frame. The 52-week time frame begins on the first day of the week in which the leave began. The leave of absence will end when either the family member dies, or the period of fifty-two weeks following the first day of the week the compassionate care commenced.

Employees who take a compassionate care leave may qualify for a 26-week compassionate care leave benefit under the federal government's employment insurance program.

#### 17.07 Domestic Violence

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

### ARTICLE 18 - SAFETY, HEALTH AND WELFARE

#### 18.01 Common Concern

- (a) The parties acknowledge their common concern for the health and safety of the employees of and visitors to the Company's operations and agree to co-operate towards the prevention of accidents and the promotion of safety and health within the framework of the *Occupational Health and Safety Act* of Nova Scotia.
- (b) 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.

#### 18.02 Reasonable Provisions by Employer

The Employer shall make reasonable provisions to ensure the health and safety of employees, including orienting all new employees with respect to health and

safety aspects of the workplace.

#### 18.03 Committee

A Joint Occupational Health and Safety Committee shall be constituted in accordance with the provisions of the *Occupational Health and Safety Act* of Nova Scotia. The committee shall be made up of not more than two (2) each of union and management employees. Union employees shall make up not less than fifty percent (50%) of the committee. It shall meet monthly, or less frequently by agreement of the members of the committee, to review matters of common interest, to review safety incidents, and to make recommendations to management concerning workplace health and safety.

#### 18.04 Committee Members' Pay

Members of the Joint Occupational Health and Safety Committee shall not suffer any loss of pay for attending committee meetings or participating in its authorized activities on the Employer's premises. A member who is not at work at a time when a safety meeting or authorized committee activity takes place shall be paid at the employee's regular straight time rate for time in attendance at the meeting or activity.

#### 18.05 Pay for Balance of Shift

Any employee injured on the job to the extent that the employee has to seek medical attention will be paid for the balance of the employee's scheduled shift through deductions from the employee's accumulated sick days.

#### 18.06 Orientation

The employer agrees that safety policies and practices shall be part of the orientation of new employees.

#### 18.07 Rehabilitation

Without detracting from the rights and obligations of the parties in other provisions of this agreement, the employer and union agree to co-operate in encouraging employees afflicted with alcoholism or drug addiction to undergo co-ordinated treatment programs directed at their rehabilitation.

**18.08 Feeding of Residents**

The Employer agrees that only the Nursing Home staff who are presently trained in feeding residents and for whom this is part of their job description will be involved in such feeding of residents. The Union agrees that in cases of emergency, employees will assume these duties to the best of their ability. Family members, who occasionally come in to feed a relative in the Manor, shall not be considered in violation of this article.

**18.09 Protective Gloves**

The employer agrees that rubber gloves will be provided to all employees free of charge where, in the opinion of the employer, it is necessary.

**18.10 Protective Clothing/Personal Protective Equipment**

The Employer agrees that protective clothing, inclusive of all legally personal protective equipment (PPE) will be provided to all employees, free of charge, where in the opinion of the Employer, it is necessary. Facility Services (Maintenance Employees required to wear CSA approved steel toe safety boots, will be reimbursed on a receipt only basis, once per year to a maximum of two hundred and fifty dollars (\$250).

**18.11 Right to Refuse**

An employee may exercise the right to refuse work in accordance with the provisions of the Occupational Health and Safety Act of Nova Scotia.

**ARTICLE 19 - NO DISCRIMINATION**

**19.01** The Employer agrees that there shall be no discrimination practices against any employee because of race, colour, creed, religion or political affiliation because of the enforcement of any provisions of this agreement or because of union activity.

19.02 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 16.05.

## ARTICLE 20 - EDUCATION

### 20.01 Required Education

- (a) The Employer shall provide and fund any Employer-required training or 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.

## ARTICLE 21 - STRIKES AND LOCK-OUTS

21.01 The Union agrees that there shall be no walkout during the term of this Agreement. The Employer agrees that there shall be no lockout during the term of this Agreement. In the event that there is to be a strike, both parties agree to sit down and agree upon essential services that are to be maintained.

## ARTICLE 22 - CONTRACTING OUT

22.01 No employee shall be laid-off or suffer a reduction in pay or have the employee's hours of work reduced as a result of the Employer contracting out, sub-contracting, transferring, leasing, or assigning any work or services of the bargaining unit, except in emergency situations.

## ARTICLE 23 - JOB DESCRIPTIONS

23.01 The Employer agrees to draw up job descriptions for all positions for which the union is the bargaining agent.

## ARTICLE 24 - STORMS

24.01 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.

#### ARTICLE 25 - PERSONAL LOSS

- 25.01 (1) Subject to clauses (2) and (3), where an employee in the performance of the employee's duty suffer any personal loss, and where such loss was not due to the employees negligence, the Employer will compensate the employee for any loss suffered subject to a maximum of three hundred dollars (\$300.00).
- (2) All incidents of loss suffered by an employee shall be reported immediately to the R.N. Supervisor on duty.
  - (3) This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of the employee's duty.
  - (4) The Administrator or designated representative shall indicate to the employee the means of replacement or compensation within three (3) working days.
  - (5) Such loss shall be of a nature and kind not covered as an act of nature.

#### ARTICLE 26 - COST OF PRINTING AGREEMENT

- 26.01 The Employer agrees to pay fifty percent (50%) of cost of printing the Collective Agreement. The Employer will also make the Collective Agreement available electronically.

## ARTICLE 27 - DISCHARGE, SUSPENSION & DISCIPLINE

- 27.01 In the event the employer initiates a disciplinary action against an employee who has completed the probationary period, which may result in suspension or discharge of the employee, the employee shall be notified in writing of the action and/or penalty and a copy shall be sent to the National Representative of CUPE.
- 27.02 The record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action, and twelve (12) months after a letter of reprimand or adverse report, except where incidents are of the same or similar nature as that for which previous discipline resulted.
- 27.03 An employee shall have the right to see that employee's personal file at least once per year. Three (3) days' notice must be given to the Administrator in person to facilitate the request, which shall not be unreasonably denied. Employees shall not have access to other confidential information from a previous employer.
- 27.04 At any meeting where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the meeting and the right to have a Union representative present. At any meeting, the purpose of which is the imposition of discipline of an employee, the Employer shall notify the employee in advance of the right to have a Union representative present.

## ARTICLE 28 - RETIREMENT

- 28.01 An NSHEPP defined-benefit pension plan is provided for employees. The terms of eligibility and the levels of contribution are as required by the plan.

28.02 Employees are to provide written notice to the Employer at least 6 weeks prior to their retirement date if possible.

## ARTICLE 29 - DURATION OF AGREEMENT

29.01 This agreement shall be in effect for the period commencing November 1, 2020 and ending October 31, 2023 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.


29.02 Wages for all employees shall be retroactive to November 1, 2020 or the date of hire, if later. 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 thirty (30) days of the signing of this agreement. The Employer agrees to provide the most current contact information of former employees to the Union upon request.

**IN WITNESS WHEREOF** the Parties hereto have executed this Collective Agreement under the hands of their respective officials this 1 day of August, 2023.

Signed on behalf of:

County of Inverness Municipal Housing Corporation (Inverary Manor)

Canadian Union of Public Employees, Local 1485

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



APPENDIX "A" - WAGE RATES (L1485)

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Dietary Worker	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Environmental Services Worker	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker/CCA without certification	Start	\$17.5621	\$36,530	\$17.8258	\$37,078	\$18.0932	\$37,634	\$18.6360	\$38,763	\$18.7292	\$38,957
	After 1 year	\$17.9157	\$37,265	\$18.1847	\$37,824	\$18.4574	\$38,391	\$19.0112	\$39,543	\$19.1062	\$39,741
	After 2 years	\$18.2687	\$37,999	\$18.5430	\$38,569	\$18.8211	\$39,148	\$19.3858	\$40,322	\$19.4827	\$40,524
	After 3 years	\$18.6097	\$38,707	\$18.8884	\$39,288	\$19.1717	\$39,877	\$19.7469	\$41,074	\$19.8456	\$41,279
	After 4 years	\$18.9633	\$39,443	\$19.2473	\$40,034	\$19.5360	\$40,635	\$20.1221	\$41,854	\$20.2227	\$42,063

\*\*Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker/CCA without certification" as per the MOA re: CCAs, signed March 23, 2022.



Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA/CCA Equivalent	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$21.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%			
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	May.10-23 Hourly Rate	May.10-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	\$26.5566	\$55,238	\$26.9550	\$56,066	\$27.3593	\$56,907	\$28.1801	\$58,615	\$28.1801	\$58,615	\$28.3210	\$58,908
	After 1 year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8256	\$59,957	\$28.8256	\$59,957	\$28.9697	\$60,257
	After 2 years	\$27.7520	\$57,724	\$28.1683	\$58,590	\$28.5908	\$59,469	\$29.4485	\$61,253	\$29.4485	\$61,253	\$29.5958	\$61,559
	After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3833	\$61,117	\$30.2648	\$62,951	\$30.2648	\$62,951	\$30.4161	\$63,265
	After 4 years									\$31.3240	\$65,154	\$31.4807	\$65,480

\*\*\*Re: 25 Year Service Salary Increment - LPNs: Effective May 10, 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%		% Increase: 1.5%		% Increase: 1.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Physio Aide (with PCW/CCA course)	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
Activity Worker (with PCW/CCA 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	\$18.4393	\$38,347	\$18.7128	\$38,923	\$18.9935	\$39,507	\$19.5633	\$40,692	\$19.6611	\$40,895
	After 1 year	\$18.8093	\$39,131	\$19.0952	\$39,718	\$19.3817	\$40,314	\$19.9631	\$41,523	\$20.0629	\$41,731
	After 2 years	\$19.2004	\$39,931	\$19.4855	\$40,530	\$19.7778	\$41,138	\$20.3711	\$42,372	\$20.4730	\$42,584
	After 3 years	\$19.5842	\$40,746	\$19.8831	\$41,357	\$20.1813	\$41,977	\$20.7868	\$43,237	\$20.8907	\$43,453
	After 4 years	\$19.9838	\$41,575	\$20.2880	\$42,199	\$20.5923	\$42,832	\$21.2101	\$44,117	\$21.3162	\$44,338
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	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$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

**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 15<sup>th</sup>, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, and April 1<sup>st</sup> 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 15<sup>th</sup>, 2020 and on June 15<sup>th</sup> of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify s/he 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 1<sup>st</sup>, 2020 and by May 1<sup>st</sup> 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 MINIMUM 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 she works or may choose to take voluntarily regardless of the location or service she 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 UNDERSTANDING

RE: E.I. REDUCTION

Between:

Inverary Manor, Inverness, NS, the Employer

and:


CUPE, Local 1485, Inverary Manor Employees, the Union

The Employer agrees to pay to the Union, on an annual basis, that portion of the Employment Insurance reduction that is attributable to employees who are CUPE members.

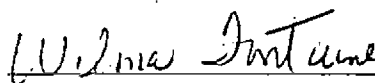
Signed this 1 day of August, 2023.

County of Inverness Municipal Housing  
Corporation (Inverary Manor)

Canadian Union of Public Employees  
Local 1485

 \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Memorandum of Agreement**

### **Diversity, Equity and Inclusion in the Workplace Committee**

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

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
  - (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of the LTCCSCC).
  - (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.
  - (d) The Committee will formalize terms of reference and determine its own procedure and processes.
  - (e) The Committee will meet on an as needed basis, but no less than quarterly.
  - (f) The Committee shall, among other things:
    - Consult with and seek input from representatives from diverse and under-represented groups as it relates to work within Long Term Care in Nova Scotia.
    - Research and, where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.
    - Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion in the workplace.
- The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

