

THIS AGREEMENT made this 21 day of June , 2023

BETWEEN:

**Twin Oaks Senior Citizens Association
(The Birches)**
(Hereinafter called the "Employer")

(Party Of the First Part)

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3199
(Hereinafter called the "Union")

(Party Of the Second Part)

November 1, 2020 to October 31, 2023

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ARTICLE 1 - PREAMBLE

1.01 Both parties to this Agreement recognize that:

- (a) the common object of the Employer and employees is the rendering of the highest standard of care possible to the residents of the Home within the bounds of resources available;
- (b) a relationship of goodwill, respect and dignity is essential between the Employer, the employees and the residents;
- (c) at all times and under all circumstances the primary, chief and main consideration of the parties is the welfare of the residents;
- (d) in the implementation of this Agreement due consideration must be given to the interest of all parties directly or indirectly affected or concerned;
- (e) the ultimate goal of the parties is to provide a comfortable and happy home for residents, a work place where there is professionalism, mutual respect and a peaceful and cooperative atmosphere.

1.02 For the purposes of this Agreement:

- (a) "Board" or "Board of Management" - means the Board of Directors of the Twin Oaks Senior Citizens Association;
- (b) "day" - unless otherwise specified shall mean calendar day – defined as a time span of exactly 24 hours measured from one midnight to the next;
- (c) "employee" - means an employee employed by the Employer in the bargaining unit;
- (d) "Employer" - means the Twin Oaks Senior Citizen Association;
- (e) "Home" - means the Birches Home for Special Care owned and operated by the Twin Oaks Senior Citizens Associations;
- (f) "Union" - means the Canadian Union of Public Employees, Local 3199;
- (g) "working day"- means days exclusive of Saturday or Sunday or holidays;
- (h) "Service" – refers to the most recent date of hire into a bargaining unit position.

1.03 Throughout this Agreement, the masculine includes the feminine and the plural includes the singular, and vice versa as the context may require.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer has the exclusive right to manage the affairs of the Home and to direct the workforce so as to give the highest possible standard of service and care to the residents.

2.02 Without limiting the generality of the foregoing, the Employer has the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire, determine qualifications, assign work, promote, demote (as a non-disciplinary measure), transfer, discipline, suspend, layoff or discharge any employee covered by this Agreement;
- (c) determine the nature of the work to be performed, the standard and quality of care to be provided, the schedules of work and the methods and procedures to be used.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees, Local 3199 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all full-time and regular part-time employees of the Employer in Musquodoboit Harbour, Nova Scotia, but excluding Managers and above that rank of Manager, confidential Administrative Office Employees and those excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the *Trade Union Act*.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which conflict with the terms of the Collective Agreement.

3.03 This Agreement applies to only full-time and regular part-time employees (the latter as set out in Article 3.05) and temporary employees with the exception of grant paid employees. It does not apply to casual employees.

3.04 Definitions

- (a) A full-time employee means one who is regularly scheduled to work eighty (80) hours per pay period in a permanent position.
- (b) A regular part-time employee means one who is employed on a regular scheduled basis but who works less than the hours scheduled for a full-time employee. This employee shall receive benefits on a prorated basis.
- (c) A casual employee means one who is employed on an occasional but non-regularly scheduled basis; casual employees normally work when full-time and/or part-time employees are absent from work. A casual employee is not a member of the bargaining unit. Once hired from a casual position to a bargaining unit position, any banked Union time worked shall be included for the purposes of the Union seniority list.
- (d) A temporary employee means one who is employed in a Temporary position in accordance with the provisions of Article 15 – Job Postings. This employee shall receive all of the benefits of the collective agreement. At the conclusion of the temporary assignment, the employee shall forfeit all benefits except for seniority. This employee's seniority shall be kept on record and shall be used for future employment opportunities.

3.05 This Collective Agreement is applicable on a pro rata basis (proportionately according to the number of hours worked compared to regular full-time employees) for regular part-time employees only.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that all employees will be protected against discrimination as defined in the *Nova Scotia Human Rights Act*.
- 4.02 The parties acknowledge their Respective responsibilities as related to the Duty to accommodate an individual as required by the *Nova Scotia Human Rights Act*. Guidelines / Principles are attached at the back of the Collective Agreement as Appendix "C".

ARTICLE 5 - UNION SECURITY AND ACTIVITY

- 5.01 As a condition of employment, all employees who are now members of the Union shall remain members of the Union and after the date of signing this Collective Agreement all new employees shall become members of the Union upon the completion of their probationary period.

- 5.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided. The Employer will not charge the Union a fee for such use.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 In accordance with Article 5.01, the Employer shall deduct from each member employee's wages all dues, initiation fees or assessments levied by the Union on its members.
- 6.02 Monies deducted from wages pursuant to Article 6.01 shall be deducted from every payroll and shall be forwarded to the Secretary-Treasurer of the union no later than the 15th day of the following month accompanied by a list of names from whose earnings the deductions have been made.
- 6.03 The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands and liabilities in respect of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer shall acquaint new employees with the fact that a Collective Agreement is in force and with the conditions of employment set out in Articles 5 and 6.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Employer's Executive Director or their designate and the Union's Recording Secretary or their designate.
- 8.02 All such correspondence shall be sent as expeditiously as possible.
- 8.03 Employee/member contact information

The Employer agrees to provide the Union, annually on or before July 31st, or upon the Union's written request no more than one (1) additional time per year, a complete contact list of Bargaining Unit Employees including home addresses,

telephone numbers, and email addresses, if the Employer has this information and the Employee does not object in writing to it being provided.

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, 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 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 The Employer and the Union shall establish a Labour Management Committee made up of not more than four (4) representatives appointed by the Union and four (4) representatives appointed by the Employer. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 9.02 The Committee shall attempt to foster good communication and effective working relationships between the parties and a spirit of cooperation and goodwill within the Home.
- 9.03 The Committee shall meet on a designated day every three (3) months or on such other occasions as are mutually agreed for the purpose of hearing problems which may arise from time to time. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) days prior to the meeting. Employees on duty at the time of such a meeting shall not lose any pay while attending. Employees off duty at the time of such meeting shall receive lieu time at the straight time rate for all time spent at the meeting, to be taken at a time mutually agreed. It is agreed that the Labour Management Committee meetings shall not last longer than one (1) hour.
- 9.04 Minutes of each meeting of the Committee shall be prepared jointly by the Employer, and the Employer shall distribute said minutes to the members of the Committee within two weeks. The meetings will be approved at the commencement of the next meeting of the Committee.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The Union may appoint a Collective Bargaining Committee which shall consist of not more than four (4) Union members. The Employer shall be advised of the names of the Committee members prior to the commencement of negotiations.
- 10.02 The Union shall not be prevented by the Employer from having the assistance of a representative from the Canadian Union of Public Employees when meeting with the Employer as required in the grievance procedure. The CUPE representative may have access to the Employer premises with prior approval of the Employer, which approval will not be unreasonably withheld.
- 10.03 The Employer shall be provided with a list, in writing, of all Union officers and their terms in office and shall be immediately advised of any changes to that list.
- 10.04 The Employer acknowledges the right of the Union to appoint or otherwise select stewards. There shall be a maximum of three stewards. The name and address of the stewards and their terms in office shall be given to the Employer in writing. The Employer shall be notified immediately of any changes to the list of stewards.
- 10.05 Any representative of the Union on the bargaining committee, to a maximum of four (4) members who is in the employ of the Employer, shall have the right to attend bargaining meetings held within working hours without loss of pay.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Any matter may be the subject of a grievance when it is a dispute arising between the Employer, any employee(s) or the Union regarding the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.
- 11.02 Employee Grievances

Employee grievances shall be processed in the following manner:

Step 1

The employee accompanied by a Union steward shall discuss the matter complained of with the employee's manager or designate and another non-bargaining unit person (if the manager so wishes) within five (5) days of the initial occurrence of the event giving rise to the grievance. The manager or designate shall render a decision within five (5) days of hearing the matter.

Step 2

The aggrieved employee, accompanied by their Union steward, if they wish, shall submit the grievance in writing to their manager or designate. The grievance must be submitted within fourteen (14) days of the occurrence of the event giving rise to the grievance. The grievance should bear the signature of the employee and should state the sections(s) of the Agreement in question and any relief sought. The manager or designate shall reply in writing to the grievance within seven (7) days from the date upon which it was received.

Step 3

Failing a satisfactory settlement within fourteen (14) days after the manager's response at Step 2, the grievance shall be submitted in writing to the appropriate Director or their designate.

Within seven (7) days of receipt of the grievance, the Director shall arrange and hold a meeting with the employee concerned and their Union representative and any non-bargaining unit persons whom the Director considers appropriate to discuss the grievance.

Within seven (7) days of that meeting, the Director shall reply in writing to the grievance.

Step 4

Failing a satisfactory settlement within fourteen (14) days after the Director's response at Step 3, the grievance shall be submitted in writing to the Executive Director.

The Executive Director shall render the Home's decision in writing within twenty-one (21) days after receipt of such grievance. Before rendering a decision, the Executive Director may afford an opportunity to the President of the Union and the aggrieved employee to discuss the subject matter of the grievance.

Step 5

Failing a satisfactory settlement within twenty-one (21) days after the dispute was submitted under Step 4, the Union may refer the grievance to Arbitration pursuant to Article 12.

11.03 Union or Employer Grievance

- (a) Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation) by one or the other party directly to the Executive Director or the Union President as the case

may be within ten (10) days of the event giving rise to the grievance. If no satisfactory settlement is reached within fifteen (15) days following receipt of the grievance it may be submitted by the grieving party to Arbitration pursuant to Article 12.

- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall normally be reserved for grievances of a general nature for which the regular grievance procedure for employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for employees.

11.04 It is agreed that the filing and processing of any grievance must strictly follow the grievance procedure and all the steps thereof and within the applicable time limits failing which the grievance shall be considered to be settled and at an end. If the Employer fails to comply with the applicable steps and time limits set out above, the grievor shall be at liberty to proceed according to the required time limits to the next succeeding step of the grievance procedure. Any of the time limits in this Article may be extended by mutual agreement in writing between the parties.

11.05 For the purposes of Article 11.06, the Union Grievance Committee shall be composed of the President, Secretary plus the Steward directly involved with the grievance or their respective designates.

11.06 It is understood that each Grievance Committee member has their regular work to perform on behalf of the Employer. Notwithstanding this, if it is necessary to process a grievance during working hours, a Grievance Committee member will do so as expeditiously as possible and will not leave their jobs without giving an explanation for leaving and obtaining the appropriate management manager's permission. The Grievance Committee member shall report back to this manager before resuming the normal duties of his position.

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

ARTICLE 12 - ARBITRATION

12.01 No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.

12.02 The Union or the Employer, as the case may be, shall within fourteen (14) days of the reply in the last step of the grievance procedure notify the other party in writing by registered mail, fax or personal delivery of its intention to submit the grievance to arbitration before a sole arbitrator. If the parties fail to agree upon a person to act as sole arbitrator within thirty (30) days of receipt of the notice, the

appointment shall be made by the Minister of Labour and Advanced Education upon the request of either party.

- 12.03 The Arbitrator once appointed shall rule on the grievance and render their or its decision as expeditiously as possible but in any event no later than one (1) month from the date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 12.04 The Arbitrator shall not have the power to alter, amend, notify, change or make any decision inconsistent with the provision of this Agreement.
- 12.05 Each of the parties to the grievance shall share equally the fees and appropriate expenses of the arbitrator.

ARTICLE 13 - DISCHARGE, SUSPENSION & DISCIPLINE

- 13.01 A newly hired employee shall be on probation for a period of 720 hours worked from the date of hire. The probationary period may be extended by mutual agreement between the Union and the Employer. A probationary employee shall have no seniority rights during the probationary period and notwithstanding anything contained in this Agreement may be dismissed at any time by the Employer for any reason. The employee shall have recourse to arbitration with respect to his dismissal. Probationary employees shall accumulate sick time in accordance with this Agreement but shall not be entitled to draw from it.
- 13.02 The Employer reserves the right to discipline, suspend or discharge employees for just cause.
- 13.03 In the event that the Employer disciplines an employee, the employee shall be notified in writing of the disciplinary decision with a copy to the Secretary of the Union.
- 13.04 An employee shall have the right to have their steward present at any discussion with supervisory personnel which may be the basis of disciplinary action.
- 13.05 (a) 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, including letters of reprimand or any adverse reports unless there is further discipline within that period of time.
- (b) The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an Employee the existence of which the Employee was not made aware of at the time of filing.

- (c) Each Employee is entitled to have access to the Employee's personnel file, except personal references, not more than once per year, by appointment during normal business hours. A copy of documents, except personal references, on the file of the Employee shall be made available to the Employee in accordance with the Employer's Policy. The employer shall not charge a fee for copying if the release pertains to an active grievance of an employee and the Union requests a copy of the file, in writing.
- (d) The Employee's written response to any item on file shall become part of the personnel file.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as an employee's length of service with the Employer from the last date of hire into a bargaining unit position, commencing on the first shift worked.
- 14.02 Seniority shall operate on a bargaining unit wide basis.
- 14.03 (a) The Employer shall maintain an up-to-date seniority list identifying Name, Designation, Department, Date of Hire, and Status. Such list shall be provided to the Union and posted in January of each year.
- (b) When two or more employees commenced work on the same day, the Union will supply to the Employer the order in which the said employees are to be placed on the seniority list. The method of placement shall be a random draw conducted by the Union Executive Board.
- 14.04 A probationary employee shall have no seniority rights during their probationary period. At the conclusion of the probationary period, an employee's seniority will revert back to his hiring date, as defined in Article 14.01. Unless the Collective Agreement provides otherwise, a probationary employee shall be entitled to all rights and benefits under this Agreement.
- 14.05 An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, lay-off up to one (1) year, or leave of absence approved by the Employer. An employee shall only lose seniority rights and may cease to be employed in the event of:
 - (a) they resign and do not withdraw their resignation within forty-eight (48) hours;
 - (b) they are discharged for just cause and not reinstated;

- (c) they are laid off for a period of more than one (1) year;
- (d) they are absent from work for more than three (3) consecutive scheduled work days without securing a leave of absence from the Employer when it was possible for the employee to secure such leave;
- (e) they fails to return to work within five (5) days after recall notice is given to them personally or by registered mail to their last address on file with the Employer. It shall be a condition of possible future recall that all employees keep the Employer informed of their current mailing address and telephone number;
- (f) they fail to return to work following an approved leave of absence on the day set out when the leave was granted, unless extenuating circumstances prevented them from doing so or except with the permission of the Employer; or
- (g) they retire for any reason.

14.06 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If at any time during a trial period of up to seven hundred and twenty (720) hours the employee is unsatisfactory in the new position or if the employee finds themselves unable to perform the duties of their new position, they shall be returned or may return themselves to the bargaining unit where they shall be placed in their former position and wage 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 (if any) and wage rate, without loss of seniority.

ARTICLE 15 - JOB POSTING

15.01 When the Employer decides a vacancy is to be filled within the bargaining unit, the Employer shall notify the Union in writing and, within three (3) weeks, post notice of the position on bulletin board(s) for a minimum of seven (7) working days. Any applicant from within the bargaining unit must make their written application within the seven (7) working day period. The Employer shall forward to the Union a copy of the notice of the position at the time of posting.

15.02 The notice shall contain the nature of the vacant position, qualifications required, number of guaranteed hours and the wage or salary rate.

15.03 The Employer shall post any temporary vacancy pursuant to Article 15.01 which will be at least six (6) weeks or longer.

Any hours / shifts which are vacant due to this process shall be offered to the part-time employee based on seniority prior to offering additional hours to Casuals.

15.04 The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made. Once a permanent appointment has been made the employer shall make reasonable efforts to effect the appointment as soon as operational requirements permit. The parties recognize that due to the summer schedule delays may be encountered.

15.05 In filling a vacancy in an existing or new position, the skill, qualifications, ability, and degree of interpersonal skills of employees to immediately perform all the required functions of the work in question shall be the primary factors assessed and determined by the Employer; provided, however, that where all of those factors are determined by the Employer to be equal, seniority will govern.

15.06 The Employer shall not be prohibited from advertising for persons outside the bargaining unit for positions within the bargaining unit provided that no application received from outside advertisements for any vacancy within the bargaining unit shall be processed until the applications of present employees have been processed.

15.07 The successful internal applicant for a permanent position shall be on a trial period of four hundred and twenty (420) hours worked. In the event that the successful internal applicant proves unsatisfactory in the position during the trial period, or if during the trial period such employee is unable to perform the duties of the new job or wishes to return to their former position, they shall be returned to their former position (if any) without loss in pay or seniority; any other employee promoted or transferred because of any rearrangement of positions within the bargaining unit shall be returned to their former positions (if any) without loss in pay or seniority.

15.08 Within seven (7) working days of the date of appointment to the new or vacant position, the name of the successful applicant shall be posted on bulletin board(s) within the bargaining unit.

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of

African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.05.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01 An employee may be laid off because of a shortage of work, shortage of funds, or because of a discontinuance of a position or classification.
- 16.02 Both parties recognize that job security shall increase in relation to length of service. In the event of layoffs, employees shall be laid off in reverse order of their seniority providing the senior employees are in the Employer's judgement immediately able to fully and competently perform the remaining work.
- 16.03 Employees shall be recalled in order of their seniority, provided they are in the Employer's judgement immediately able to fully and competently perform the work.
- 16.04 No new employee shall be hired to fill a permanent or temporary position until those laid off who have seniority have been given an opportunity for recall, provided they are in the Employer's judgement immediately able to fully and competently perform the work.
- 16.05 Employees who are laid off will be placed in a priority position on the Employer's list of casual employees for their department. For shifts worked on a casual basis, the laid off employee(s) will receive the benefits under this Agreement on a pro rata basis according to the additional hours worked.

ARTICLE 17 – RETIREMENT ALLOWANCE

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

- (b) An employee working less than full time at any point during their employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full time during the length of service).
- (c) For the purpose of this provision, "service" shall be calculated based on the number of complete calendar years the employee has been employed with the Employer since their most recent date of hire.
- (d) This provision shall not apply to employees hired after July 29, 2003.
- (e) This provision shall not apply to casual employees.

ARTICLE 18 - HOURS OF WORK

- 18.01 The normal hours of work and the duration of shifts shall be as at present, subject to the operational requirements of the Employer. The Employer agrees to provide employees with one month's notice of any change to their normal hours of work or the duration of their shifts (except in cases of emergency).
- 18.02 (a) Employees who work an eight hour shift are entitled to one (1) one-half hour meal period and two (2) fifteen (15) minute rest periods during their shift.
- (b) Employees who work a shift longer than eight hours shall be entitled to a meal period(s) and rest periods on a pro rata basis to the entitled specified in Clause (a) above.
- (c) Employees who work a six (6) hour shift are entitled to two (2) fifteen (15) minute rest periods during their shift.
- (d) Employees who work a five (5) hour shift are entitled to one (1) twenty (20) minute rest period during their shift.
- (e) Employees who work a shift of four (4) hours or less are entitled to one (1) fifteen (15) minute rest period during their shift.
- 18.03 (a) The Employer agrees to post work schedules two (2) weeks in advance of the month to be worked.
- (b) Notwithstanding the foregoing, the Employer also agrees to post summer (June to August inclusive) by the 30th of May, based on all employee

requests submitted in writing by April 30th of each year. The Employer further agrees to post the Christmas and New Year's Schedule by November 1st of each year provided all scheduling requests are submitted in writing by employees by October 1st of each year.

- (c) All schedules are subject to change based on the Employer's operational requirements.
- (d) If the employer changes the shift schedule within twenty-four (24) hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. This Article applies only to a change in the posted schedule and not call-ins. The Employer must communicate directly to the employee.

18.04 If the Employer requires an employee to be in attendance at a departmental staff meeting, when the employee is not scheduled to work, the employee shall be entitled to time off equal to the duration of such meetings to be taken at a date mutually agreeable to the Employer and the employee. The Employer agrees to allow employees to bank time off in lieu and take time off as complete shifts with such leave to be taken at a date mutually agreeable to the Employer and employee.

18.05 All employees covered by this Agreement shall receive two (2) consecutive days off each week, as well as two (2) weekends off in a four (4) week period, unless it has been agreed otherwise between the Employer and the individual employee.

18.06 The Employer shall make a reasonable effort to ensure that full-time employees have 12 hours off between shifts.

18.07 (a) Regular part-time employees who indicate their availability in writing to the Employer shall be given preference for extra hours or shifts, not including vacation, statutory days. Such extra shifts shall be given equitably.

- (b) Where a part-time employee works extra hours or shifts beyond their FTE designation, the part-time employee shall receive an additional eleven (11%) per cent of their straight pay in lieu of benefits (e.g. vacation, holidays, etc.) under this Agreement. This shall be paid to the part-time employee with each bi-weekly pay.

18.08 Employees shall not bank pay for any hours worked, except in extenuating circumstances and with the Employer's advanced approval, e.g. an approved leave of absence.

18.09 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.

18.10 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.

18.11 Responsibility Pay

(a) 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 her regular hourly rate.

(b) This provision shall not apply to casual employees.

18.12 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 in article 18.11.

ARTICLE 19 - OVERTIME

19.01 (a) Overtime is all time worked by an employee in excess of an employee's regular work day (work day to be 12 hours for 12 hour shifts or a minimum of eight (8) hours for all other shifts) and/or time worked in a bi-weekly pay period in excess of eighty (80) hours. Overtime must be authorized by the Manager in advance.

- (b) Hours worked for the purpose of calculating payment of overtime rate include regular hours worked, holiday hours paid, vacation hours paid, sick hours paid by the Employer and hours paid by the Employer for authorized union leave under Article 10.01 and Article 23.01.

19.02 An employee eligible for overtime shall be paid at the rate of time and one-half of their regular rate of pay for the overtime hours worked.

19.03 Notwithstanding Articles 19.01 and 19.02, if the Employer requires an employee to work additional hours in the event of a storm, the employee will be compensated in pay or in time off, whichever the employee chooses, at the rate of one and one-half times their regular rate of pay for the additional hours worked.

19.04 (a) Maintenance Stand-by

- (i) Maintenance employees may be required to be on Stand-by provided they are designated by the Employer. The Employer shall pay an Employee who is on Stand-By on a regular day thirteen dollars and fifty cents (\$13.50) for each Stand-By period of eight (8) hours or less. The Employer shall pay an Employee who is on Stand-By on a named holiday twenty-seven dollars (\$27.00) for each Stand-By period of eight (8) hours or less.
- (ii) A maintenance employee shall not be assigned to Stand-by for more than two (2) weekends in a four (4) week period or for more than seven (7) consecutive days unless mutually agreed. Stand-by shall not be forfeited in the event of a call back. A maintenance employee shall not be required to be on Stand-By during their vacation period unless the Employer and the employee mutually agree.

(b) Call Back

- (i) The Employer agrees to the principle of equal sharing of call back opportunities.
- (ii) The Employer agrees to establish a callback list, which shall include the names of all maintenance employees.
- (iii) The Employer will call back employees for work in a rotational order provided that the employee is able to perform the task that is required.
- (iv) If the employee is not able to perform the task required the Employer may call the next employee on the list that is able to carry out the required task.

- (v) 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 call-back extends beyond the three (3) hour period, all time worked shall be paid for at the rate of time and one-half (1½).
- (vi) An employee may take time off in lieu of overtime worked if it is mutually agreeable to both the employee and the Employer.
- (vii) A kilometrage allowance of thirty-two (\$.32) per kilometer or the Employer's policy, whichever is higher, will be paid if the employee uses their vehicle for the call back.

19.05 Employees will be provided with a meal ticket from The Birches after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled shift. The meal ticket shall be valid until redeemed.

ARTICLE 20 - HOLIDAYS

20.01 Recognized Holidays

Employees may accumulate up to a maximum of one hundred four (104) hours of holiday credits per year. This represents the following thirteen (13) holidays:

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

The Employer agrees to add any other day officially proclaimed as a general statutory Holiday by the Federal or Provincial Government.

20.02 Accumulation of Holiday Credits

All employees accumulate one (1) hour of holiday credit for every twenty (20) regular hours paid, regardless of whether the employee works on the holiday or not. Each employee will accumulate these credits in a holiday bank for future use in accordance with the following:

- (a) Employees shall not utilize holiday credits before the date of the holiday for which they are accumulated, unless approved by the Employer, such approval not to be unreasonably denied;
- (b) Employees utilizing their holiday credits shall take such time off at a time mutually agreed upon between the employee and the Employer prior to the end of the fiscal year (March 31st) in which the holiday fell;
- (c) Where the accumulated holiday credits have not been used before the end of the fiscal year (March 31st), the employee shall be paid for any remaining holiday credits at the employee's regular rate of pay on the first (1st) pay following March 31st in each year.

20.03 Working on a Holiday

If an employee works on a holiday, in addition to accumulating holiday credits as set out in 20.02 above, the employee shall be paid one and one-half times (1.5X) their straight-time rate of pay for the hours worked on the holiday.

20.04 Employees Not Working on a Holiday

For an employee who does not work on a holiday, the employee's accumulated holiday credits may be used on the day of the holiday or shall remain in the holiday bank for future use.

20.05 Alternating Holidays – Christmas and New Year's

Christmas Day and New Year's Day will be given to employees alternately year to year. Each employee shall receive either Christmas Day or New Year's Day off on the actual day of the holiday. All employees will be given at least two other holidays off on the actual day of the holiday. For the purpose of this Article when it falls that an employee is off for Christmas Day in an alternate year, then the Employer will make reasonable efforts to schedule in a manner that will allow the employee to receive Christmas Eve and Boxing Day off as well.

20.06 Holidays While on Workers Compensation

Notwithstanding that employees accumulate holiday credits on the basis of regular hours paid, employees shall not accumulate holidays while receiving Workers' Compensation benefits, as set out in Article 22.09 of this Collective Agreement.

ARTICLE 21 - VACATIONS

21.01 Employees shall earn an annual vacation leave with pay (pro-rated for part-time employees) as follows:

During the first 5 years of service	- three (3) weeks
6 - 15 years	- four (4) weeks
16+ years	- five (5) weeks

For clarity, temporary and part-time employees shall no longer be entitled to bi-weekly vacation pay, nor unpaid vacation leave.

21.02 An employee is expected to take all of their annual vacation in the year in which it becomes owing the employee and shall not be carried over from one year to another unless permitted by the Employer due to extenuating circumstances, i.e., such as serious illness or approved leave of absence. The vacation year is from April 1 of one year to March 31 of the following year. Any vacation not approved for carry over to the following year shall be paid out to the employee on the first pay following March 31st in each year.

21.03 No vacation period of longer than fourteen (14) calendar days shall be taken during the months of June, July, or August.

21.04 Requests for vacation must be submitted in writing by employees to their manager at least four (4) weeks in advance of the period(s) requested. Requests for summer vacations (June to August inclusive) must be submitted in writing by employees to their manager by the 30th of April. The proper operations of the Home as well as individual employee concerns will be considered in scheduling vacation periods and changes to same may be necessary due to the extenuating circumstances. The Employer will endeavour to give employees affected as much advance notice as is possible, of the change.

21.05 No vacation shall be taken during the period of December 22 through January 2, except by mutual agreement.

21.06 Preference in vacation scheduling shall be given to senior employees; however, an employee can only use their seniority in preference over other employees for one period of vacation during the annual vacation year.

21.07 Illness Prior to Vacation

Provided an employee has sufficient sick leave credits, an employee who becomes seriously ill or hospitalized prior to their scheduled vacation will be able to utilize sick leave and reschedule their vacation at such time when they are no longer infirm at a time mutually agreed between the Employer and employee.

The employee will provide a doctor's certificate to the Employer which indicates they are unable to work. Employees who do not have sufficient sick leave credits may take such time off without pay.

ARTICLE 22 - SICK LEAVE

- 22.01 Sick leave is available to provide protection for an employee from loss of earnings due to illness or injury for which compensation is not payable under the Workers' Compensation Act. Sick leave with pay is granted against accumulated credits during periods that an employee is absent from duty due to illness or injury as described above.
- 22.02 Employees will be credited with twelve (12) hours of sick leave per one hundred and seventy-six (176) hours worked up to a maximum of nine hundred and sixty (960) hours. For the purposes of accumulating sick leave, hours where the employee is entitled to be paid by the Employer will be deemed to be time worked.
- 22.03 An employee is entitled to receive sick leave with pay when they are unable to perform their duties in accordance with Article 22.01 and provided proper medical certificates are presented to the Employer if requested in advance or when the employee calls in sick, and provided they have the necessary sick leave credits.
- 22.04 (a) An employee is not entitled to receive sick leave when they are on vacation, holiday, a leave of absence, workers' compensation (subject to Article 22.09) or any other leave specified in this Agreement.
- (b) An employee who accepts an extra shift shall not be eligible for such leave with pay for that shift in the event he/she subsequently misses that shift.
- 22.05 Any unused sick leave benefits shall be cancelled on termination of employment.
- 22.06 In all cases of illness or injury, an employee must notify their manager as soon as possible but at least one (1) hour before the commencement of duty on day shift and at least three (3) hours before commencement of duty on evening and night shifts.
- 22.07 Before reporting for duty after an absence of three (3) scheduled work days due to illness or injury, an employee must notify their manager during the day shift on the day before reporting for duty. Failure to do so may result in loss of pay if a replacement has already been scheduled.
- 22.08 Fraudulently applying for and obtaining sick leave shall be grounds for disciplinary action (up to and including discharge) by the Employer.

22.09 Workers' Compensation

- (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (c) 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.
- (d) An employee shall not accrue any other benefits while on Workers' Compensation.
- (e) This provision shall not apply to casual employees.
- (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.

22.10 Exclusions from Attendance Awareness Program

Approved leaves of absence will not be included in the statistics run for the purposes of the Employer's Attendance Awareness Program.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Upon written application by the employee two (2) weeks in advance, the Employer may grant a leave of absence to employees elected or appointed to represent the Union at conventions and/or executive and committee meetings of

the Union, and its affiliated or chartered bodies. The leave shall be for a maximum of twenty (20) days for the bargaining unit (to be divided up among the members) per calendar year. It shall be without loss of seniority during the time of the leave. No more than two (2) employees may be on such leave at any one time provided that the two (2) employees shall not be absent from one department (with the exceptions of the nursing department) at the same time. An applicant for such leave will accommodate short staffing caused by extended sickness or injury, or vacation already scheduled.

23.02 The Employer may, in its discretion, grant a leave of absence without pay and benefits and without accumulations of seniority to any employee requesting such leave. Except in cases of emergency, such request must be in writing and made at least two weeks in advance of the requested leave stating the length of leave and reasons for such request. Notwithstanding the foregoing, prior to commencing an unpaid leave of absence, the employee may, if he wishes, pay the Employer's and employee's share of the benefit plans in existence at the time, for the period of said leave.

23.03 Upon written notice by the employee three days in advance in the case of jury duty and with as much advance notice from the employee as possible in the case of a court subpoena or summons, the Employer shall grant leave of absence without loss of seniority or benefits to employees who have completed their probationary periods and who lose work time as a result of actual service as juror in any court, or by Subpoena or Summons attend and testify as a witness in any proceeding held in or under the authority of the court, to which the employees themselves are not a party. The Employer shall pay such employee(s) the difference between normal earnings for such lost time and the payment they receives for jury or witness duty. The employee will present proof of service and the amount of pay for jury or witness duty received. An employee released from jury or witness duty shall return to complete that part of the work shift they would have lost had the jury or witness duty continued. Failure to provide notice of jury or witness duty as required above and continued absence without explanation for a period of three days or more will mean the employee has voluntarily terminated their employment.

23.04 An employee shall be entitled to a total of up to forty-eight (48) hours per fiscal year to be used for either of the following:

- (a) to care for a member of the employee's immediate family (as defined in Article 24) during illness of that immediate family member where no one at home other than the employee can do so.
- (b) for specialist or medical appointments for the employee (such as CT Scan, MRI, Mammogram, EK, but not limited to only these) that must be booked in advance and cannot be accommodated other than during scheduled working hours.

These days when taken will be deducted from accumulated sick leave.

23.05 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 lieu time, 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.

23.06 Domestic Violence

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

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 Employees (including regular part-time employees) covered by this Agreement who have completed their probationary period shall be entitled to the following bereavement leave:

- (a) When a death occurs in an employee's immediate family he shall be granted five (5) consecutive days immediately following the death (with pay if scheduled to work). Immediate family includes father, mother, father-in-law, mother-in-law, husband, wife, common law spouse, brother, sister, son, daughter, step-parents, step-children and foster parents. An employee may request to defer one (1) day of bereavement leave in order to attend the funeral, interment or memorial service in the event that service occurs beyond the expiry of the five (5) days' leave in accordance with this provision.
- (b) Employees shall be granted three (3) consecutive days to attend the funeral of the employee's grandparents or grandchildren, niece, nephew, sister-in-law or brother-in-law, son-in-law or daughter-in-law (with pay if scheduled to work). An employee may request to defer one (1) day of bereavement leave in order to attend the funeral, interment or memorial service in the event that service occurs beyond the expiry of the three (3) days' leave in accordance with this provision.

- (c) Should a death occur to an employee's aunt or uncle, then such employee shall be granted compassionate leave with pay for one (1) day, to the extent that the day is a normal working day, for the purpose of attending the funeral.
- (d) An employee shall be granted two (2) additional consecutive days of bereavement leave with pay if a member of the immediate family as outlined in Article 24.01(a) dies outside the province and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral to the extent that such days are normal working days.
- (e) In the event of the death of anyone permanently residing in the employee's household or anyone with whom the employee permanently resides, the employee shall be granted one (1) day bereavement leave with pay for the purposes of attending the funeral.
- (f) If a death occurs in the immediate family of an employee when they are at work, or scheduled to go to work that day, then the employee shall be granted bereavement leave with pay for the remainder of the employee's shift for that day.
- (g) The Employer may grant additional bereavement leave with or without pay in cases where extraordinary circumstances prevail.

24.02 Employees on leave of absence or sick leave are not eligible for bereavement leave.

ARTICLE 25 – PREGNANCY AND PARENTAL/ADOPTION LEAVE

25.01 Employees shall be granted pregnancy and parental/adoption leave in accordance with the provisions of the *Labour Standards Code* and Regulations of the Province of Nova Scotia. For ease of reference for employees, the employer agrees to post the current provisions of the *Labour Standards Code* on all bulletin boards, on the understanding that any changes to the *Labour Standards Code* or other legislation as it relates to Pregnancy and Parental/Adoption Leave will prevail over the posted version.

25.02 An employee going on pregnancy or parental/adoption leave may, if they she wish, continue to pay the Employer's and the employee's share of the benefit plans in existence at the time, for the period of such leave, provided such employee provides post-dated cheques for the period of such leave prior to the commencement of the leave.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

- 26.01 Within (60) days of the signing of this collective agreement, the parties agree to convene a committee composed of three (3) Employer representatives and three (3) Union representatives to review the feasibility of moving the pay day under Article 26.01 from Thursday to Friday. The committee will set its own terms of reference in determining how to answer the question of whether it is feasible to change the pay day, and what factors should be taken into account in answering that question. A decision to change the pay day, and any preconditions to making such as change, shall only be made on unanimous agreement of the committee and a new MOA will be executed to reflect that unanimous agreement.
- 26.02 Any employee covered by this Agreement who is temporarily assigned by the Employer to another classification in the bargaining unit 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 first shift for all hours worked in that classification.
- 26.03 Any employee covered by this Agreement who is temporarily assigned by the Employer to another position for which the rate of pay is lower than the rate for such employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 26.04 Any employee covered by this Agreement who is temporarily assigned to fill in for a Manager shall receive an additional 25 percent of their own classification rate or the Manager's rate, whichever is lower, commencing on the first working day, provided that the assignment is for a period of five (5) full days or more. Any overtime pay shall be based on the employee's adjusted rate of pay.

ARTICLE 27 - NEW JOB CLASSIFICATIONS

- 27.01 The rate of pay for any positions in the bargaining unit not covered by Appendix "A" which may be established during the life of this Agreement, may be subject to discussions between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new position, the rate set by the Employer shall remain in effect until a new Collective Agreement comes into force.

ARTICLE 28 - HEALTH AND SAFETY

- 28.01 The Employer and the Union shall establish a Health and Safety Committee comprised of three (3) bargaining unit representatives and three (3) management representatives. This Committee will address safety and health concerns of both parties as it has done in the past.

28.02 The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 29 - GENERAL CONDITIONS

29.01 The Employer shall provide bulletin board space accessible to employees upon which the Union may post notices of Union meetings. The Union may post such other notices as may be of interest to the employees.

29.02 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.

29.03 All provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law now existing or hereafter enacted invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the rest of the Agreement shall remain in effect.

29.04 Any approved banked hours under this collective agreement cannot exceed a total of 40 hours and any excess will be paid out on a quarterly basis.

ARTICLE 30 - NO STRIKE/NO LOCK-OUT

30.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the Trade Union Act of Nova Scotia, slow downs, picketing, or any other interference with the operations of the Employer by the employees and/or Union. The Employer

agrees that there will be no lock-out as defined by the Trade Union Act during the term of the Agreement.

- 30.02 (a) The Parties acknowledge their obligations pursuant to the *Essential Health and Community Services Act*, as amended from time to time. In the event that this legislation is repealed or declared invalid, subparagraph (b) shall apply.
- (b) During the term of this Collective Agreement, the parties agree to meet and agree upon essential services to be maintained in the event of a strike by the union. However, if the parties fail to reach agreement the Union shall provide up to fifteen (15%) percent of persons in the bargaining unit over a 24 hour period as scheduled by the Employer to provide their services during a strike. This paragraph shall not be effective in the absence of the triggering event in subparagraph (a).

ARTICLE 31 - EMPLOYEE BENEFITS

- 31.01 The Employer agrees to continue to provide a group insurance plan (which includes a health benefit plan, AD&D and life insurance) during the life of this Agreement for participation by all full-time and part-time employees, subject to eligibility requirements. Participation by eligible full-time and part-time employees, who have completed their probationary period, is as set out by the provider of the Plan.

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

This plan is compulsory for all eligible employees. Employees with spouses covered by medical plans may opt out of the medical portion of the group insurance program. Any employee no longer covered by a spouse's plan will be required to notify the Employer as soon as reasonably possible, at which time the employee will be required to join the plan.

- 31.02 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, 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.

31.03 Dental Plan

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

1. Dental benefits will be made available to permanent employees in the bargaining unit effective January 1, 2014.
2. Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

ARTICLE 32 - DURATION

32.01 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.

32.02 Wages for all employees shall be retroactive to November 1, 2020, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice within 30 days of the signing of this Agreement.

ARTICLE 33 - BENEFIT AND BINDING

33.01 This Agreement and everything herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

IN THE WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixation of their respective seals hereto the day and year first above written.

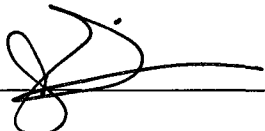
DATED AT Musquodoboit, in the County of Halifax,

Province of Nova Scotia, this 21 day of June, 2023.


SIGNED, SEALED and DELIVERED in the presence of:

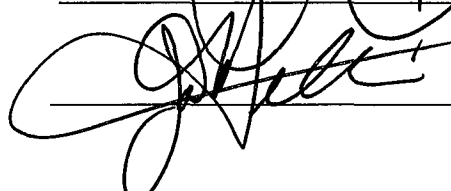
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3199

TWIN OAKS SENIOR CITIZEN'S
ASSOCIATION



Paula Funnell





Wage Appendix 'A'

"THE BIRCHES" TWIN OAKS SENIOR CITIZENS ASSOCIATION

NOTE: All hourly rates are based on 2080 hours.

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
Security	Probationary Rate	\$16.2793	\$33,861	\$16.5233	\$34,369	\$16.7712	\$34,884	\$17.7087	\$36,834	\$18.2399	\$37,939	\$18.3311	\$38,129
	Regular Rate	\$16.5560	\$34,436	\$16.8042	\$34,953	\$17.0563	\$35,477	\$17.9938	\$37,427	\$18.5336	\$38,550	\$18.6263	\$38,743
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	\$38,429
Environmental Services Worker	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%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate
PCW I (Probationary employees)*	Start	\$17.2220	\$35,821	\$17.4801	\$36,359	\$17.7423	\$36,904
	After 1 year	\$17.5696	\$36,556	\$17.8385	\$37,104	\$18.1060	\$37,661
	After 2 years	\$17.9160	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2561	\$37,972	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.5968	\$38,682	\$18.8763	\$39,263	\$19.1594	\$39,852

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed May 3, 2022 and appears in this wage appendix for retroactivity purposes, only.

*An employee's rate of pay does not have any effect on an employee's certification. All PCWs will still be subject to certification programs as determined by the N.S. Department of Health.

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 without certification	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker without certification" as per the MOA re: CCAs, signed May 3, 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
PCW 1/Continuing Care Assistant (with certification)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		DOR Hourly Rate	DOR Approx. Annual Rate	% 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
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 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.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% 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	
Activity Worker (with PCW course)	Probationary Rate	\$18.1245	\$37,698	\$18.3961	\$38,264	\$18.6720	\$38,838	\$19.2322	\$40,003	\$19.3284	\$40,203	
	Regular Rate	\$18.4323	\$38,339	\$18.7088	\$38,914	\$18.9895	\$39,498	\$19.5592	\$40,683	\$19.6570	\$40,886	
	Recreation Assistant Recreation Special Programmer (without PCW course)	After 1 year	\$18.8093	\$39,123	\$19.0913	\$39,710	\$19.3777	\$40,306	\$19.9590	\$41,515	\$20.0588	\$41,722
	After 2 years	\$19.1929	\$39,922	\$19.4810	\$40,521	\$19.7732	\$41,128	\$20.3664	\$42,362	\$20.4683	\$42,574	
	After 3 years	\$19.5841	\$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	\$20.2833	\$42,189	\$20.5875	\$42,822	\$21.2052	\$44,107	\$21.3112	\$44,327		
Physiotherapist Assistant (Physio Aide) (with PCW course)	Probationary Rate	\$18.2851	\$38,033	\$18.5593	\$38,603	\$18.8377	\$39,182	\$19.4028	\$40,358	\$19.4998	\$40,560	
	Regular Rate	\$18.5960	\$38,679	\$18.8748	\$39,260	\$19.1579	\$39,849	\$19.7327	\$41,044	\$19.8313	\$41,249	
	Physiotherapist Assistant (Physio Aide) (without PCW course)	After 1 year	\$18.9756	\$39,469	\$19.2603	\$40,061	\$19.5492	\$40,662	\$20.1357	\$41,882	\$20.2364	\$42,092
	After 2 years	\$19.3625	\$40,274	\$19.6530	\$40,878	\$19.9478	\$41,491	\$20.5463	\$42,736	\$20.6490	\$42,950	
	After 3 years	\$19.7573	\$41,095	\$20.0536	\$41,711	\$20.3544	\$42,337	\$20.9650	\$43,607	\$21.0698	\$43,825	
After 4 years	\$20.1602	\$41,933	\$20.4625	\$42,562	\$20.7694	\$43,200	\$21.3925	\$44,496	\$21.4995	\$44,719		
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958	
	Regular Rate	\$21.0707	\$43,827	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739	
Maintenance 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	
Activity Worker (Community College Diploma related to 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	
Activity Worker (University Degree related to 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	
Physio Assistant (Physio Aide) (Physiotherapy Assistant Training Program) (Degree)	Probationary Rate	\$22.4228	\$46,639	\$22.7590	\$47,339	\$23.1003	\$48,049	\$23.7933	\$49,490	\$23.9123	\$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.

Appendix "B"

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 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 they work or may choose to take voluntarily regardless of the location or service they work. 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.

Appendix "C"

Guidelines /Principles for Accommodating Employee:

The Employee acknowledges they are responsible to inform the Employer about the need for an accommodation in writing, with the presentation of medical documentation describing the functional limitations.

Employees requesting an accommodation have a responsibility to participate, cooperate and assist the Employer in developing a suitable accommodation. It is understood that an individual may request the presence of a union steward.

The Employer is responsible to find an accommodation within the employees own classification first, or within their department, or within the Employer up to the point of undue hardship.

The Employer representatives may require further medical documentation, inclusive of review of the appropriate up to date job description.

Representative of the Employer and Union, together with the affected Employee shall meet prior to the implementation of any accommodation, to discuss the existence and nature of the disability and the appropriate accommodation measures.

It is understood a request for an accommodation must be dealt with on an individual basis.

Once an accommodation is finalized it shall be documented in writing with a copy to all parties.

LETTER OF UNDERSTANDING

Labour Management Sub-Committee re: Casual Employees

The Parties have a mutual interest in having a pool of casual employees committed to working at the facility and fulfilling its casual staffing needs. Further to this interest, the Parties agree to create a sub-committee of the Labour Management Committee, dedicated to the discussion of terms and conditions of employment for casual staff that do the work of the Bargaining Unit members.


The sub-committee, composed of an equal number of Employer and Union Representatives (inclusive of the CUPE National Representative, if one is present) shall meet as often as the sub-committee agrees, but in any event not less than three (3) times in the year following the ratification of the Collective Agreement currently under negotiation. An extension to the term of this sub-committee beyond the time frame indicated will be by mutual agreement of the parties. The sub-committee shall have an advisory function and shall have no decision-making authority.

Without prejudice to participation in the sub-committee, CUPE reserves the right, at any time it deems to be appropriate, to take the necessary steps to formally include the above-mentioned casual workers into the Collective Agreement.

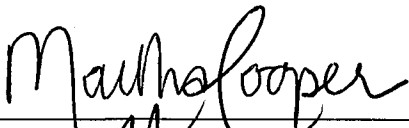
Dated at Musquodoboit, this 21 Day of June, 2023.

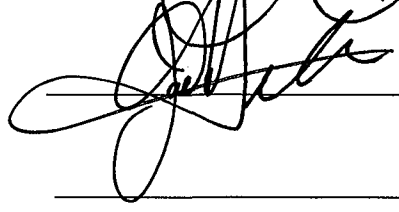
SIGNED, SEALED and DELIVERED in the presence of:

CANADIAN UNION OF PUBLIC EMPLOYEES, TWIN OAKS SENIOR CITIZEN'S ASSOCIATION
LOCAL 3199



Pauline Tremblay



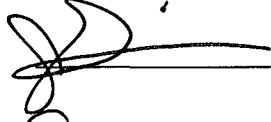


Memorandum of Understanding (MOA) #1


Re: Article 29.04

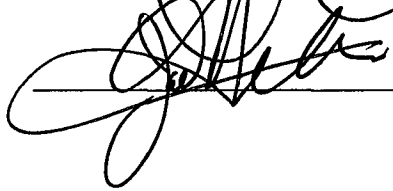
Any employee who, on the effective date of the new collective agreement, has more than 40 approved banked hours shall not have those hours paid out, unless they so choose. However, these employees will not be entitled to bank additional hours until their bank hours have dropped below 40 hours, at which time Article 29.04 will apply to those employees.

CANADIAN UNION OF PUBLIC EMPLOYEES, TWIN OAKS SENIOR CITIZEN'S
ASSOCIATION
LOCAL 3199



Patricia Turotte





Memorandum of Understanding (MOA) #2

Re: Article 21.01

On April 1, 2025, no employee's vacation bank shall exceed 160 hours, unless mutually agreed between the employee and the Employer. If an employee's vacation bank exceeds 160, the bank will be paid down to 160 hours.

CANADIAN UNION OF PUBLIC EMPLOYEES, TWIN OAKS SENIOR CITIZEN'S
ASSOCIATION
LOCAL 3199

Paula V. ...

Memorandum of Understanding (MOA) #3

Re: Diversity, Equity and Inclusion in the Workplace Committee

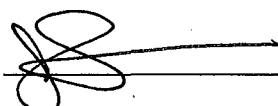
In order to help achieve the goals of diversity, equity and inclusion in the workplace:

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

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3199

TWIN OAKS SENIOR CITIZEN'S ASSOCIATION



Paula Kusotto

