COLLECTIVE AGREEMENT

BETWEEN

MacLeod Group Health Services Limited

operating as:

SURF LODGE COMMUNITY CONTINUING CARE CENTRE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3257

EFFECTIVE: NOVEMBER 1, 2020 TO OCTOBER 31, 2023

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of MacLeod Group Health Services Limited operating as Surf Lodge Community Continuing Care Centre and its employees to operate Surf Lodge Community Care Centre to provide high quality health care to persons requiring assistance with the essential activities of living.

WHEREAS it was agreed that a caring, pleasant home atmosphere exists when staff and residents of a Home for Special Care are happy with its operation, it is the desire of both parties to this Agreement;

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.

2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.

3. To encourage efficiency in operation.

4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 **AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management's rights referred to in this Article shall be exercised reasonable and consistent with the terms of this Agreement.

2.02 The Union recognizes that it is the right of the Employer to manage the facility, and without limiting the generality of the foregoing, the Employer shall have the right to:

(a) Maintain order, discipline and efficiency;

(b) To operate and manage its business and direct the workforce in

accordance with its responsibilities;

(c) To determine the work to be performed and establish standards, methods, procedures and schedules of operations;

(d) To determine the requirements select, hire, transfer, promote, demote, classify, lay-off, suspend, and discharge an employee for just cause and to increase or decrease working forces;

(e) To maintain reasonable rules and regulations to be observed by employees;

The exercise of the foregoing rights shall not supercede the other specific provisions of the Agreement and this clause shall not prevent the processing of grievances.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3257 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 Lockeport, Nova Scotia, but excluding the Administrator, Activity Director, Registered Nurses, and Office Employees, and those persons 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 its representatives which may conflict with the terms of this Collective Agreement.

3.03 This Agreement applies to only full-time and regular part-time employees. It does not apply to casual employees, grant paid employees or students whether summer or otherwise. However, it is understood that the employment of grant paid employees or students will not result in job loss to employees in the bargaining unit.

3.04 Definitions

(a) A full-time employee is one who is regularly scheduled to work 80 hours biweekly as the normal hours of work as set out in Article 17.01.

(b) A regular part-time employee means one who is regularly scheduled but who works less than the normal hours scheduled for a full-time employee. This Collective Agreement is applicable to regular part-time employees

except that vacation credits, sick leave credits and holiday benefits accumulate on a direct proportionate basis to the regular hours paid in a year. A complete year shall be 2080 regular hours paid.

(c) A casual employee means one who is employed on an as required basis but not regularly scheduled and is not a member of the bargaining unit.

(d) Employer – MacLeod Group Health Services Limited operating as Surf Lodge Community Continuing Care Centre.

(e) Common law spouse is defined as although not legally married to the employee, has continuously cohabited with the employee for not less than one full year having been represented as husband and wife.

(f) A Licensed Practical Nurse (LPN) is an employee who is currently registered with the College of Licensed Practical Nurses of Nova Scotia and is employed at Surf Lodge Community Continuing Care Centre as a Licensed Practical Nurse.

(g) A Graduate Practical Nurse is an employee who holds a "graduate practicing license" as that term is defined under the *Licensed Practical Nurses Act, S.N.S. 2006 c. 17 and Regulations* made thereunder and is employed at Surf Lodge Community Continuing Care Centre as a Graduate Practical Nurse.

ARTICLE 4 - NO DISCRIMINATION

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

ARTICLE 5 - UNION SECURITY AND ACTIVITIES

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 of this Collective Agreement all new employees shall become members of the Union within the completion of 480 worked hours.

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.

5.03 The Employer shall provide the Union a list of all Bargaining Unit members and their mailing address and telephone contact number at least once per year.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Union dues shall be deducted from every payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 25th day of the month following, accompanied by a list of names of employees from whose earnings the deductions have been made.

6.02 The Employer shall notify the Union of all new hirings, lay-offs, recalls and terminations of employees in the bargaining unit. This report shall be issued on a monthly basis.

6.03 At the same time that income tax (T4) slips are prepared, the Employer shall type on the slip the amount of Union dues paid by each employee in the previous year.

6.04 The Union shall indemnify the Employer, its officers, employees and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them, or any of them for the purpose of complying with the provisions of this Article.

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

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

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

ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in force, and with the conditions of employment set out in Article 5.

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 Director of Facility and Resident Care or their designate and the Recording Secretary of the Union.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.01 The Employer and the Union shall establish a Labour Management Committee made up of not more than two (2) representatives appointed by the Union and two (2) 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 meet on a regular 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 for discussion at any meeting will be exchanged by the parties at least three (3) days prior to the meeting.

9.03 Minutes of each meeting of this Committee shall be prepared by both parties on an alternating basis and shall be distributed to the members of the Committee not later than ten (10) calendar days after the date of the meeting.

9.04 The Committee shall not have the power to bind either the Union or its members, or the Employer to any decisions and conclusions reached in these discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - UNION REPRESENTATION

10.01 The Union may appoint a collective bargaining committee which shall consist of not more than two (2) employees, who will not be selected from the same department. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. Members of the bargaining committee shall have no loss of regular pay for up to a total of ten (10) days of direct negotiations with the Employer; such days shall be shared among all committee members. Union caucus days shall not be paid by the Employer.

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 dealing or negotiating with the Employer.

10.03 The Union shall supply the Employer with a list in writing of the names of its officers and stewards, and shall advise the Employer of any changes to that list.

10.04 The Employer and CUPE Local 3257 shall share 50/50 the cost of the necessary facilities for negotiations.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance - 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 Grievance - At each step of the grievance procedure, the grievor shall have the right to be present. Employee grievances shall be processed in the following manner:

STEP 1 - The aggrieved employee shall submit **their** grievance to **their** Steward. If the Steward is absent, they may submit **their** grievance to the Chief Steward or other member of the Grievance Committee.

STEP 2 - If the Steward or Grievance Committee member considers that the grievance is justified, **they** shall attempt to settle the dispute with the employee's department manager.

STEP 3 - Failing satisfactory settlement the grievance shall be submitted in writing to the Director of Facility and Resident Care or **their** designate within five (5) working days of the response from the department manager in Step 2.

The grievance must bear the signature of the grievor and state relief sought, as a condition of its arbitrability.

Within ten (10) calendar days of receipt of the grievance the Director of Facility and Resident Care or his designate shall arrange and hold a meeting among the Union Grievance Committee, the employee concerned and any non-bargaining unit persons whom the Director of Facility and Resident Care considers appropriate to discuss the grievance.

Within five (5) calendar days of that meeting, the Director of Facility and Resident Care or his designate shall reply in writing to the grievance.

STEP 4 - Failing a satisfactory settlement under Step 3, the Union shall within ten (10) calendar days of the date that the Director of Facility and Resident Care or designate's reply was received, submit the grievance in writing to the **General** Manager **of Operations and Human Resources**, MacLeod Group Health Services, Ltd. or **their** designate.

The **General** Manager or **their** designate shall reply in writing within five (5) working days from the date upon which the grievance is received.

STEP 5 - Failing satisfactory settlement being reached in 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 & relief sought) by one or the other party directly to the Director of Facility and Resident Care or the Union President as the case may be within ten (10) calendar days of the event giving rise to the grievance. A meeting shall be arranged and held between the Director of Facility and Resident Care and the Union President within ten (10) calendar days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) calendar days following that meeting 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 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 therein 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 griever 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 The Union recognizes that each Grievance Committee member is employed by the Employer and that they shall not leave their work without obtaining the permission of their supervisor, such permission shall not be unreasonably withheld. While the employee during their normal working hours is engaged in such activity, they shall not suffer any loss in remuneration.

11.06 (a) The Union shall notify the Employer in writing of the names of the

Stewards selected or appointed to service grievances. The Employer shall recognize three Stewards of which no more than one shall be from any one department.

(b) For the purpose of this Article, the Union Grievance Committee shall be composed of the President, Secretary and Chief Steward plus the Steward directly involved with the grievance.

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 When either party requests that a grievance be submitted to arbitration, the request shall be made within ten (10) calendar days of the date of the reply in the last step of the grievance procedure, and shall be made by registered mail, fax or personal delivery addressed to the other party. Within fifteen (15) calendar days thereafter, the parties shall agree upon a person to act as sole Arbitrator of the matter in dispute.

12.03 If the parties fail to agree upon a person to act as sole Arbitrator within this time, the appointment shall be made by the Minister of Labour and Workforce Development upon the written request of either party.

12.04 The Arbitrator shall hear the subject matter of the grievance and shall issue a decision. The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed.

12.05 (a) The Arbitrator shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.

(b) Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator within fifteen (15) calendar days after the decision has been rendered, to reconvene to clarify the decision.

12.06 The Employer and the Union shall equally split any costs not covered by the Department of Labour and Workforce Development for the fees and expenses of the Arbitrator.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 The Employer reserves the right to discipline, demote, suspend or discharge employees for just cause. Notwithstanding the foregoing, the Employer has the right to discharge a probationary employee at any time for any reason at its sole discretion except as provided in Article 4 - No Discrimination, and so long as the termination of the probationary employee is not arbitrary, discriminatory or in bad

faith.

13.02 Without restricting this general right, it is agreed that the Employer may discharge any employee for the following specific offences:

1. Theft from the Employer, fellow employees or residents;

2. Willfully damaging the Employer's property;

3. Physical or verbal abuse (i.e. hurt by treating wrongly) of a resident, a visitor or a staff member.

4. Fighting with another employee on the Employer's premises.

5. Conviction for trafficking in drugs contrary to the law.

6. Possession and/or use of illegal drugs on the Employer's premises.

7. Consumption of alcohol on the Employer's premises when such consumption is not permitted by the Employer.

8. Fraudulently applying for and obtaining sick leave benefits and/or benefits under the Health Care Plan.

Provided it is agreed that in the event an employee is discharged for any of the foregoing specific offenses, the employee shall be entitled to grieve; however, the Arbitration Board shall have jurisdiction only to determine whether or not the offense occurred, and if it finds that such offense did occur, the Arbitration Board shall not have power to substitute any other penalty.

13.03 In the event that the Employer disciplines an employee, the employee shall be notified in writing of the disciplinary decision and a copy shall be provided to the Union's Recording Secretary.

13.04 An employee shall have access to their personnel file during office hours upon having provided the Employer with reasonable notice of this request.

13.05 Union Representation

When an employee is requested to attend a disciplinary meeting, the Employer shall advise the employee of the employee's right to have Union representation at the meeting.

ARTICLE 14 - SENIORITY

14.01 Seniority is defined as the length of service with the Employer since the original

date of hire to a permanent scheduled position in the bargaining unit.

14.02 Seniority shall operate on a bargaining unit wide basis.

14.03 The Employer shall maintain a seniority list showing the last date upon which employees' service with the Employer commenced. Where two or more employees commenced work on the same date, preference shall be given in accordance with the date of application for employment. An up-to-date seniority list shall be provided to the Union and posted in January of each year.

Employees shall advise the Employer within thirty (30) days of the posting if their position on the list is incorrect. If no contrary advice is received within that period, the list shall be deemed settled.

14.04 A newly hired permanent employee shall be on probation for a period of four hundred eighty (480) worked hours from the date of hiring and shall have no seniority rights during that period. At the conclusion of the probationary period, an employee's seniority will be established as the date of employment in a permanent scheduled position. Unless the Collective Agreement provides otherwise, a probationary employee shall be entitled to all rights and benefits under this Agreement.

14.05 Subject to the provisions of Article 14.06, an employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer.

14.06 An employee shall lose seniority rights and employment in the event that:

1. They resign in writing and does not withdraw her resignation within two days;

2. They are discharged for just cause and not reinstated;

3. They are laid off for a period of more than one (1) year;

4. They are absent from work for more than two (2) consecutive working days without securing leave of absence from the Employer;

5. They fail to return to work within five (5) working days after recall notice is given to their personally or by registered mail or telegram 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;

6. They fail to return to work following an approved leave of absence on the day set out when the leave was granted;

7. They retire;

8. They are off work because of sickness or accident for more than two (2) years.

14.07 No employee shall be transferred to a position outside the bargaining unit without his consent. Where an employee is transferred to a permanent position outside the bargaining unit, the employee shall retain seniority for sixty (60) working days. Where an employee is appointed to a temporary position outside the bargaining unit, the employee shall retain seniority for one year. Such employee shall not accumulate any seniority while working outside the bargaining unit. In the event that the employee is unsatisfactory in the new position at any time during a trial period of up to sixty (60) working days or if the employee finds herself unable to perform the duties of their new position, they shall be returned or may return herself 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 and wage rate, without loss of seniority.

ARTICLE 15 - JOB POSTING

15.01 When the Employer decides a vacancy in an existing or new position, including temporary vacancies of three months or more, is to be filled within the bargaining unit, the Employer shall post notice of the position on bulletin board(s) for one (1) week. Any applicant from within the bargaining unit must make her written application within the period specified in the notice.

15.02 The notice shall contain the nature of the position the applicable wage rate and the required qualifications.

15.03 In filling a vacancy in an existing or new position in the bargaining unit, the employer shall award the job to the senior applicant as long as in its judgement, that person has the qualifications to perform all of the required functions of that job.

15.04 Within seven (7) calendar days of the date of appointment to the new or vacant position, the name of the successful applicant shall be posted on the bulletin board(s).

15.05 For purposes of this Article qualification means skill, ability, experience, knowledge and training.

15.06 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.

ARTICLE 16 - LAY-OFF AND RECALL

16.01 A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

16.02 In the event of a layoff, employees shall be laid off in reverse order of their seniority providing the senior employees are in the Employer's judgement 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 able to fully and competently perform the work.

16.04 No new employee shall be hired to fill a permanent position until those laid off who have seniority have been given an opportunity for recall, provided they are in the Employer's judgement able to fully and competently perform the work.

ARTICLE 17 - HOURS OF WORK

17.01 The normal hours of work for full-time employees shall be forty (40) hours per week and shall consist of eight (8) hours per day, including a one-half (½) hour meal period or ten (10) hours per day including a thirty-seven-and-a-half (37.5) minute meal period or twelve (12) hours per day, including a 45 minute meal break (s). Employees working a shift that is less than 8 hours but more than 5 hours shall receive a meal period on a prorated basis.

17.02 Full-time employees shall receive four (4) days off in each bi-weekly period unless mutually agreed otherwise between the Employer and the employee. Full-time employees shall normally be scheduled for not more than six (6) consecutive days of work except by mutual agreement to work more.

17.03 Work schedules shall be posted at least two (2) weeks in advance. Once the schedule is posted, management will not change the schedule unless mutually agreed between the Employer and the employee affected, or in the event of an emergency, arising beyond the control of management.

17.04 Employees shall be entitled to (2) fifteen (15) minute rest breaks in an eight hour shift. Employees who work more than an eight (8) hour shift shall be entitled to rest periods on a pro rata basis.

17.05 Every effort will be made to schedule every third (3rd) weekend off, but there may be times when this is physically impossible, however it will be done as equitably as possible.

17.06 Employees in the Nursing Department shall attend work ten (10) minutes prior to commencement of shift for the purpose of receiving reports. This is not considered paid service.

17.07 The Employer shall make an effort to ensure that full-time employees working eight (8) hour shifts have sixteen (16) hours off between shifts and full-time employees working ten (10) hour shifts have fourteen (14) hours off between shifts and full-time employees working twelve (12) hour shifts have twelve (12) hours off between shifts.

17.08 Employees in the same classification shall be able to exchange shifts with each other with the consent of the Department Manager or their designate. The employee will be responsible for her scheduled shift and shall advise the Department Manager or their designate no less than forty-eight (48) hours prior to the affected shift of the name of their replacement. No overtime shall be paid as a result of this request.

17.09 Additional shifts shall be offered in accordance with seniority.

ARTICLE 18 - OVERTIME AND CALLBACK

18.01 Overtime is all time authorized in advance by the Employer in excess of eight (8) hours per day for shifts of eight (8) hours or less or in excess of ten (10) hours per day for ten (10) hour shifts or in excess of twelve (12) hours per day for twelve (12) hour shifts or in excess of eighty (80) hours in a two (2) week pay period.

An employee eligible for overtime shall either be paid at the rate of time and one-half the employee's regular rate of pay or be given time off work equivalent to the overtime hours earned at a time mutually agreed upon by the employee and the Employer.

Unused accrued overtime will be paid out to the employee on a quarterly basis.

18.02 Notwithstanding Article 18.01 if an employee works less than fifteen (15) minutes overtime that employee shall be deemed to have not worked overtime.

18.03 (a) Callback occurs when an employee is required to report for work following completion of a shift but before the commencement of their next shift.

(b) An employee who is called into work outside the employee's normal working hours shall be paid a minimum of four (4) hours at the employee's regular rate or time and one-half for all overtime worked, whichever is greater.

(c) Instead of cash payment for callback time, an employee may choose, by mutual agreement with the Employer, to receive time off at the appropriate overtime rate at a mutually agreeable time.

ARTICLE 19 - HOLIDAYS

19.01 The following are statutory holidays:

New Year's Day	Labour Day
Heritage Day	**Truth and Reconciliation Day**
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1st	Boxing Day

1st Monday in August (Civic Holiday)

The Union and the Employer agree to recognize as a holiday under section 19.01 any other day proclaimed as a holiday by the Provincial or Federal government, provided that funding is provided to the Employer by the provincial government for that day.

19.02 If a full-time employee works any of the above holidays, that person shall be paid one and one-half (1.5) times their straight time rate of pay and shall be scheduled for an eight (8) hour day off with pay in lieu of the holiday. If an employee prefers the eight (8) hours as pay, the employee must advise the Department Manager in writing within the current pay period. The employee must have worked the scheduled shift immediately preceding and immediately following the holiday unless the employee is absent due to a bona fide illness or injury or the employee is on an Employer paid bereavement, holiday or vacation day.

19.03 If a full-time employee does not work on the holiday, they will receive pay on a straight-time basis for an eight (8) hour day or as indicated by the employee,

bank eight (8) hours to be used at a later date.

19.04 If a part-time employee works on any of the above holidays, that person shall be paid one and one-half times their straight-time rate of pay. The employee must have worked the scheduled shift immediately preceding and immediately following the holiday unless the employee is absent due to a bona fide paid leave for illness or injury or the employee is on an Employer paid bereavement, holiday or vacation day.

19.05 In lieu of the holidays listed in 19.01, part-time employees shall accrue holiday credits on the basis of one (1) hour holiday pay for each 20.0 regular hours paid.

Accrued holiday credits may, as directed by the part- time employee, be taken as pay or as time off. If the part-time employee prefers the accrued holiday as pay, the employee must advise the Manager in writing during the pay period requested. Where time off is indicated, the time off shall be subject to mutual agreement between the employee and the Employer.

19.06 For the purposes of determining whether a shift falls on a holiday, and employee shall receive holiday pay for all hours worked between 12:01 am and 11:59 pm on the calendar date of the holiday.

19.07 Each full time Employee shall be entitled to an eight (8) hour floating holiday to be taken at a time mutually agreed between the Employer and the Employee, and will be paid at one (1) times the normal salary rate.

19.08 A full time employee may carry over accrued holiday credits from one year to the next to a maximum of:

Eight (8) hours for those working eight (8) hour shifts;
Ten (10) hours for those working ten (10) hour shifts;
Twelve (12) hours for those working twelve (12) hour shifts.

Where such holiday credits are carried over, they shall be scheduled or paid out by March 31st.

ARTICLE 20 - VACATIONS

20.01 A regular full-time employee shall receive an annual vacation with pay in accordance with his or her completed years of service as of January 1 as follows:

Less than 1 year	As per the *Labour Standards Code*
1 year but less than 5	80 hours

5 years but less than ten (10)	120 hours
10 years but less than 15	160 hours
15 years but less than 21	200 hours
After 21 years	8 additional hours for each year from 21 to 25 years of service to a maximum of 240 hours

20.02 Part-time employees shall receive an annual vacation with pay prorated in accordance with his or her hours paid.

20.03 Employees shall not be entitled to take vacation until vacation credits are accrued. Employees are expected to take vacation credits in a timely fashion as they accrue. The vacation year is from January 1st to December 31st. Employees are not permitted to carry over vacation credits from the previous vacation year beyond May 31st.

(a) A full-time employee who has vacation credits remaining from the previous vacation year as of May 31st following the previous vacation year will have that remaining vacation time scheduled by the Employer. A full-time employee may not waive vacation and receive pay in lieu of vacation.

(b) A part-time employee who has vacation credits remaining from the previous vacation year as of May 31st will be paid out that remaining vacation time.

20.04 Employees requesting a vacation period of five consecutive working days or more during the period June, July and August shall indicate their preference in writing to the Employer not later than April 1st. The Employer will post the approved vacation list by May 1st. Conflicts in vacation requests will be resolved on the basis of seniority. Vacation requests for periods of five consecutive days or more from September 1st to May 31st shall be in writing to the Employer. Approvals shall be based on operational requirements. Conflicts in vacation requests will be resolved on the basis of seniority.

20.05 If a paid holiday as set out in Article 19.01 occurs during an employee's vacation period, the employee shall receive holiday pay for that day and the employee's vacation credits shall not be reduced.

20.06 An employee shall receive their vacation pay on the last pay period preceding their vacation provided they give two (2) weeks' notice in writing to the Department Manager.

20.07 An employee terminating employment at any time in the vacation year prior to using their vacation, shall be entitled to a proportional payment of wages in lieu of such vacation at the time of termination.

ARTICLE 21 - SICK LEAVE

21.01 Sick leave is defined as a period of time an employee is absent from work with pay by virtue of illness or injury for which compensation is not payable under the *Worker's Compensation Act*. This does not include maternity leave. Sick leave does not include any illness or injury for which coverage is available under the short term disability and long term disability plans (or as modified) contributed to by the employees.

21.02 (a) A full-time employee shall accumulate sick leave at the rate of six (6) hours for each one hundred thirty (130) hours paid. Absences for sickness shall be paid while an employee has accumulated sick leave credits. Employees who do not have sick leave credits will be absent without pay for sickness. Unused sick leave credits shall be carried year to year (January 1st to December 31st) but shall not exceed one thousand (1000) hours of total sick leave credits accrued. Accrued sick leave shall not be paid out at the time of termination of employment.

(b) Regular part-time employees shall accumulate paid sick leave on a direct proportionate basis to the regular hours paid.

(c) For the purposes of this provision regular hours paid includes regular hours worked, paid holidays, paid vacation, paid sick leave, and long term disability for a maximum period of one year, approved pregnancy or parental leave, bereavement leave, and approved educational leave.

21.03 An employee is entitled to receive sick leave with pay provided the employee has sufficient accumulated sick leave credits and (1) is unable to perform their duties in accordance with Article 21.01; or (2) the period of time the employee is attending the employee's personal medical appointment which could not have been scheduled outside the employee's scheduled hours of work.

21.04 An employee is not entitled to receive sick leave when they are on vacation, holiday, a leave of absence, workers compensation (except in accordance with Article 22.01), bereavement leave or any other leave specified in this Agreement.

21.05 Where no one other than the employee can provide for the needs during illness of a member of their immediate family (as defined in Article 24.01 (1)), the employee shall be entitled after notifying their supervisor to use a maximum of three (3) sick leave days per year to care for the member of the family who is ill.

ARTICLE 22 - WORKERS' COMPENSATION

22.01 All employees shall be covered by Workers' Compensation legislation.

22.02 (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 (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

(b) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan, pension plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.

(c) An employee shall 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 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 workplace unless the employee continues to receive WCB benefits for the time worked.

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

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

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Upon written application by the employee four (4) weeks in advance, or such shorter period as the Employer may reasonably decide, the Employer may grant

a leave of absence to the 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 ten (10) working days per calendar year. It shall be without pay and benefits but 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 (1) department at the same time. An applicant for such leave will accommodate any conflicts with vacation already scheduled or short staffing caused by extended sickness or injury. The employee must make arrangements with the business office to pay her regular benefit premiums during the leave period.

23.02 In its discretion, the Employer may grant a leave of absence without pay and benefits to any employee requesting such leave. Such request must be in writing and made at least two (2) weeks in advance of the requested leave stating the length of leave and reasons for such request.

23.03 Upon written notice by the employee three (3) days in advance, the Employer shall grant leave of absence without loss of seniority to employees who have completed their probationary periods and who lose work time as a result of actual service as a juror in any Court. The Employer shall pay such employee(s) the difference between normal earnings for such lost time and the payment they receive for jury duty. The employee will present proof of service and the amount of pay received. An employee released from such jury duty shall return to complete that part of the work shift they would have lost had the jury duty continued. Failure to provide written notice of jury duty and continued absence without explanation for a period of two (2) working days or more will mean the employee has voluntarily terminated her employment.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 Immediate Family Defined

For the purpose of ascertaining bereavement leave days with pay, the members of an employee's immediate family shall not include any person other than father, mother, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, step-parents, step-children, grandparents, grandchildren, guardian, common-law spouse.

24.02 Death of Immediate Family while Employee is at Work

If a death occurs in the immediate family of an employee when the employee is at work, the employee shall be granted bereavement leave with pay for the remainder of their time for that day.

24.03 Death in Immediate Family

If a death occurs in the immediate family of an employee, the employee shall be granted five (5) days' leave of absence effective midnight following the death and shall be paid for hours the employee would normally work, during the five (5) days' leave, if the death had not occurred.

24.04 Bereavement Leave and Vacation Leave

If a death occurs in an employee's immediate family, and the Employee has scheduled vacation days, during the bereavement period, bereavement Leave shall be substituted for the scheduled vacation days.

24.05 Employee on Sick Leave

An employee on sick leave with pay shall not be eligible for bereavement leave with pay.

24.06 Bereavement Leave for other Relatives

Three (3) days bereavement leave with pay shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of a brother-in-law, sister-in-law or any relative living under the same roof as the employee, provided the days in question were days the employee was scheduled to work.

24.07 Other Bereavement Leaves to Attend Funerals

Two (2) days bereavement leave with pay shall be granted to an employee covered by this Agreement, following the death of an aunt, uncle, niece, nephew, for the purpose of attending the funeral, provided the days in question were days the employee was scheduled to work.

24.08 Bereavement Leave Deferral

In the event the funeral, memorial or internment service is set for a later date, the employee may defer one bereavement leave day to attend the funeral memorial or internment service, if scheduled to work, provided the employee gives the Employer written notice of their intention to do so at the time of the death.

ARTICLE 25 - PREGNANCY LEAVE

25.01 The Employer shall comply with the pregnancy leave provisions contained in the *Labour Standards Code.*

ARTICLE 26 - PARENTAL LEAVE

26.01 The Employer shall comply with the parental leave provisions contained in the *Labour Standards Code*.

ARTICLE 27- DOMESTIC VIOLENCE LEAVE

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

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

28.01 The Employer shall pay employees by direct deposit to each employee's account every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and any supplementary pay and deductions. Any pay errors shall be corrected and paid to the employee by the most expedient method as soon as operationally possible.

28.02 Any employee covered by this Agreement who is temporarily assigned by the Employer to another position 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 beginning on the first working day.

28.03 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.

28.04 (a) Any employee covered by this Agreement who is temporarily assigned to fill in for a Supervisor shall receive an additional 10% of **their** own classification rate, 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.

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

28.05 An employee who is called in to work with less than one (1) hour advance notice shall be paid from start of the shift, provided they report to work within one and one-half (1½) hours of the beginning of the shift.

28.06 Shift Premium

All Employees shall receive a shift premium of $2.25 per hour for all regular hours worked between 1800 hours and 0600 hours.

The shift premium rate shall increase to two dollars and thirty five cents ($2.35) per hour, effective April 20, 2023 and shall be applicable to all hours worked, including overtime hours worked.

28.07 Weekend Premium

All Employees shall receive a weekend premium of $2.25 per hour for all regular hours worked between midnight Friday and midnight Sunday.

The weekend premium rate shall increase to two dollars and thirty five cents ($2.35) per hour, effective April 20, 2023 and shall be applicable for all hours worked, including overtime hours worked.

28.08 When an employee resigns, is discharged, retires or dies, the employee or the estate shall receive payment for any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold an amount equal to any monies owed to the Employer by the employee.

28.09 LPN Facility Pay

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

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

28.10 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.

ARTICLE 29 - NEW JOB CLASSIFICATIONS

29.01 The rate of pay for any position in the bargaining unit not covered by Schedule

"A" which may be established during the life of this Agreement, shall 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 30 - PENSION

30.01 The Employer agrees to maintain a defined benefit pension plan during the life of this Collective Agreement. Notwithstanding any other provisions of this Agreement, the terms of the plan respecting eligibility and levels of contribution shall apply.

ARTICLE 31 - EMPLOYEE BENEFITS

31.01 (a) The Employer agrees to maintain a group health care plan (which includes life insurance, accidental death and dismemberment, extended health benefit plan, dental care, and long term disability) during the life of this Agreement.

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

(b) As a condition of employment those employees eligible for coverage must join the Group Health Care Plan of the Home.

(c) It is agreed that employees may opt out of the Extended Health Care, Vision Care, Drug Coverage, or Dental Care if certified coverage of Extended Health Care, Vision Care, Drug Coverage, or Dental Care is provided through an alternate health plan.

(d) The Employer will continue to pay its share of premiums while the employee is on paid sick leave, Long Term Disability for a maximum period of one year, approved pregnancy or parental leave, bereavement leave, vacation and approved educational leave.

ARTICLE 32 - HEALTH AND SAFETY

32.01 The existing health and safety committee comprised of two (2) bargaining unit representatives and two (2) management representatives shall continue to address safety and health concerns of both parties as it has done in the past.

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

ARTICLE 33 – REQUIRED EDUCATION

33.01 (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. [There is no permitted banking at Surf Lodge Community Continuing Care Centre.]

(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 34 - GENERAL CONDITIONS

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

34.02 Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa as the context requires.

34.03 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.

34.04 The Employer may schedule staff meetings and training from time to time. Employees required to attend such meetings and training will be paid on a

straight time basis. This will not be counted as part of hours worked for overtime determination.

34.05 It is the responsibility of the employee to make every effort to arrive at their work location as scheduled, however, when traveling to work is dangerous due to weather conditions and the employee's arrival is impossible or delayed, the employee has the option to:

(a) take the absent time as unpaid; or

(b) deduct the absent time from accrued vacation or accrued overtime; or

(c) with prior approval of the Employer, make up the absent time as the scheduling allows. The Employer will make every reasonable effort to schedule the missed shift within the same pay period. Such hours shall not constitute overtime.

34.06 No bargaining unit members shall be terminated, laid off from employment, or have their hours of work reduced as a result of the employer contracting out, except in emergency situations.

ARTICLE 35 - NO STRIKE/LOCKOUT

35.01 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, stoppages of work, walk-outs, boycotts, concerted quitting of jobs, slow downs, picketing, or any other interference with the operations of the Employer by the employees and/or Union and the Employer agrees that there will be no lock-out as defined by the *Trade Union Act* during the term of the Agreement.

ARTICLE 36 - DURATION

36.01 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.

36.02 Except as otherwise specified, all provisions of this Agreement shall come into effect on the date of signing of the Agreement.

36.03 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 37 - BENEFIT AND BINDING

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

IN 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 Lockeport, in the County of Shelburne, this 15 day of June , A.D. **2023**.

FOR THE EMPLOYER

FOR THE UNION

Witness

Witness

APPENDIX "A"

SURF LODGE COMMUNITY CONTINUING CARE CENTRE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3257

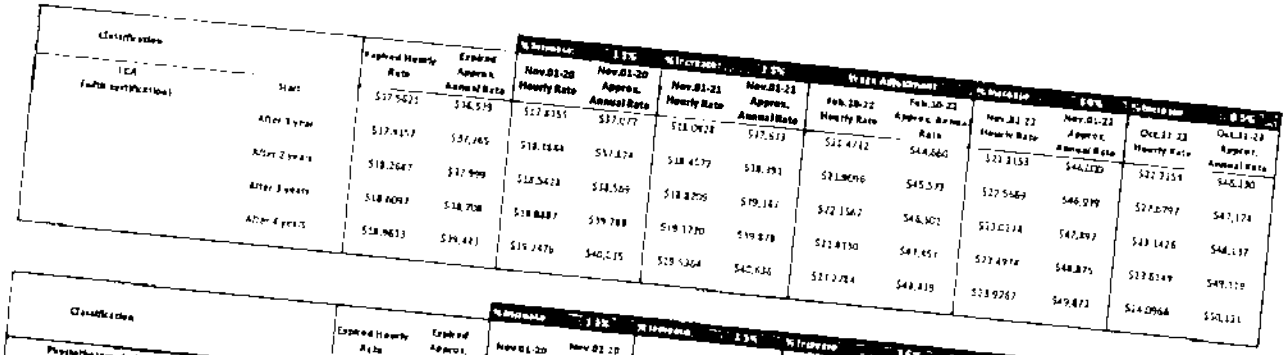
				% Increase:	1.5%	% Increase:	1.5%	Wage Adjustment		% Increase:	3.0%	% Increase:	0.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Dietary 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
Environmental Services Worker	Regular Rate	$16.6933	$34,722	$16.9437	[illegible]	$17.1979	$35.772	$18.1354	$37,722	$18.6795	$38,853	$18.7729	$39,048

				% Increase:	1.5%	% Increase:	1.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
PCW I (without Course)	Start	$17.2220	$35,821	$17.4801	$36,359	$17.7423	$36,904
	After 1 year	$17.5696	36555 7	$17.8385	$37,..04	$18.1060	$37.661
	After 2 years	$17.9160	37264.6	$18.1844	$3[illegible],824	$18.4572	$38,391
	After 3 years	$18.2561	37972.3	$18.5297	$38,542	$18.8077	$39,120
	After 4 years	$18.5968	38682.4	$18.8708	$39,263	$19.1594	$39,852

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 23, 2022 and appears in this wage appendix for retroactivity purposes, only.

				% Increase:	1.5%	% Increase:	1.5%	% Increase:	3.0%	% Increase:	0.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker/CCA without certification	Start	$17.5621	$36,529	$17.8255	$37,077	$18.0928	$37,63[illegible]	$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 [illegible] years	$18.2[illegible]87	$37,999	$18.5428	$38,569	$18.8209	$39,147	$19.3855	$40.322	$19.4824	$40,523
	After 3 years	$18.6097	$38,708	$18.8887	$39,288	$19.1720	$39,878	$19.7472	$41,074	$19.8459	$41,280
	After 4 years	$18.9633	$39,443	$19.2476	$40.035	$19.5364	$40,636	$20.1224	$41,855	$20.2231	$42,064

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



Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.5% Nov.01-20 Hourly Rate	% Increase: 3.5% Nov.01-20 Approx. Annual Rate	% Increase: 3.5% Nov.01-21 Hourly Rate	% Increase: 3.5% Nov.01-21 Approx. Annual Rate	% Increase: Wage Adjustment Feb.28-22 Hourly Rate	% Increase: Wage Adjustment Feb.28-22 Approx. Annual Rate	% Increase: 4.0% Nov.01-22 Hourly Rate	% Increase: 4.0% Nov.01-22 Approx. Annual Rate	% Increase: 4.0% Oct.31-23 Hourly Rate	% Increase: 4.0% Oct.31-23 Approx. Annual Rate
LEA (with certification)	Start	$37.5625	$46,539	$37.8359	$37,877	$38.0928	$37,613	$38.4742	$44,860	$39.3153	$44,220	$39.7159	$46,180
	After 1 year	$37.9157	$37,265	$38.1868	$37,624	$38.4577	$38,193	$38.8962	$45,373	$39.7586	$46,399	$40.1797	$47,174
	After 2 years	$38.2647	$37,999	$38.5428	$38,569	$38.8205	$39,182	$39.2562	$46,302	$40.1018	$47,897	$40.5128	$48,137
	After 3 years	$38.6093	$38,708	$38.8887	$39,788	$39.1720	$39,878	$39.6150	$47,457	$40.4974	$48,875	$40.9284	$49,119
	After 4 years	$38.9633	$39,483	$39.2457	$40,635	$39.5364	$40,636	$39.9784	$48,819	$40.8267	$49,873	$41.2949	$50,131

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.5% Nov.01-20 Hourly Rate	% Increase: 3.5% Nov.01-20 Approx. Annual Rate	% Increase: 3.5% Nov.01-21 Hourly Rate	% Increase: 3.5% Nov.01-21 Approx. Annual Rate	% Increase: 3.5% Nov.01-22 Hourly Rate	% Increase: 3.5% Nov.01-22 Approx. Annual Rate	% Increase: 4.0% Oct.31-23 Hourly Rate	% Increase: 4.0% Oct.31-23 Approx. Annual Rate
Physiotherapy Assist. (with PCW course)	Probationary Rate	$38.1852	$38,083	$38.5564	$38,603	$38.9377	$39,197	$39.3028	$40,358	$39.8998	$40,560
	Regular Rate	$38.5962	$38,675	$38.9748	$39,261	$39.3579	$39,849	$39.7327	$41,014	$40.2321	$41,247
	After 1 year	$38.9756	$39,469	$39.3603	$40,063	$39.7493	$40,662	$40.1167	$41,842	$40.6384	$42,097
	After 2 years	$39.3825	$40,274	$39.7700	$40,878	$40.1478	$41,491	$40.5481	$42,738	$41.0770	$43,053
	After 3 years	$39.7931	$41,095	$40.1785	$41,733	$40.5844	$42,337	$40.9652	$43,607	$41.4994	$43,835
	After 4 years	$40.1622	$41,933	$40.4435	$42,562	$40.7694	$43,300	$41.3925	$44,498	$41.8995	$44,719
Cook	Probationary Rate	$40.7187	$43,295	$41.0799	$43,741	$41.4468	$44,197	$41.8815	$45,729	$42.0913	$45,958
	Regular Rate	$41.0704	$41,827	$41.2869	$44,485	$41.7077	$45,151	$42.3569	$46,636	$42.4707	$46,799
Maintenance (Utility)	Probationary Rate	$41.1611	$44,320	$41.6225	$44,915	$42.0868	$45,649	$42.6052	$47,118	$42.7282	$47,254
	Regular Rate	$41.6612	$45,061	$41.9961	$45,179	$42.3199	$46,425	$42.9893	$47,818	$43.1048	$48,057
Graduate Practical Nurse	Regular Rate	$41.6975	$43,329	$42.0710	$43,859	$42.3523	$46,993	$42.8218	$47,845	$43.0250	$48,125
Physiotherapy Assist. (Physiotherapy Assistant Training Program) (Degree)	Probationary Rate	$42.4218	$46,629	$42.7980	$43,539	$43.1624	$48,049	$43.7914	$48,490	$43.9334	$48,718
	Regular Rate	$42.8099	$47,452	$43.1459	$44,144	$43.4935	$48,446	$44.0594	$50,212	$44.2185	$50,583
Intermediate Cook	Probationary Rate	$42.8417	$43,699	$43.2016	$43,841	$43.5324	$48,538	$44.0259	$49,934	$44.1440	$50,074
	Regular Rate	$43.2067	$47,895	$43.5723	$48,618	$43.7776	$48,349	$44.4361	$50,833	$44.5565	$51,271

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 2.5% Nov.01-20 Hourly Rate	% Increase: 2.5% Nov.01-20 Approx. Annual Rate	% Increase: 1.5% Nov.01-21 Hourly Rate	% Increase: 1.5% Nov.01-21 Approx. Annual Rate	% Increase: 1.5% Nov.01-22 Hourly Rate	% Increase: 1.5% Nov.01-22 Approx. Annual Rate	% Increase: Apr.15-23 Hourly Rate	% Increase: Apr.15-23 Approx. Annual Rate	% Increase: 4.0% Oct.31-23 Hourly Rate	% Increase: 4.0% Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	$26.3566	$55,338	$26.9513	$56,062	$27.3546	$56,906	$27.7457	$58,615	$28.1602	$58,615	$28.3712	$58,909
	After 1 year	$27.1650	$56,503	$27.5734	$57,353	$27.9860	$58,223	$28.4055	$59,957	$28.8216	$59,957	$29.0367	$60,363
	After 2 years	$27.9730	$57,724	$28.3842	$59,090	$28.8007	$59,969	$29.2182	$61,253	$29.6446	$61,253	$29.8597	$62,109
	After 15 years	$28.5732	$59,524	$28.9490	$60,214	$29.3837	$61,317	$29.8047	$62,951	$30.2347	$62,951	$30.4498	$63,355
	After 25 years									$31.3140	$65,154	$31.4806	$65,480

Note: 25 Year Service Salary Increment - LPNs: Effective April 15, 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.

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 MINUMUM OF TWO CATEGORIES

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

BETWEEN: SURF LODGE COMMUNITY CONTINUING CARE CENTRE

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3257

MEMORANDUM OF AGREEMENT

RE: Shift Scheduling Trial (Full time LPNs)

To assist in the day to day operations of the Centre an alternative shift scheduling trial for Licensed Practical nurses (hereinafter "LPNs") has been implemented.

For those LPNs, the following provisions of the Collective Agreement will be amended as set out below, while all other provisions of the Collective Agreement continue to apply.

All provisions of the Collective Agreement continue to apply to LPNs who are not full time.

3.04 Definitions

(a) A full-time employee is one who is regularly scheduled to work 80 hours biweekly as the normal hours of work as set out in Article 17, except as 17.01 is modified by this Memorandum for full time LPNs.

ARTICLE 17 – HOURS OF WORK

17.01 The normal hours of work for full-time LPNs shall be a six week rotation consisting of:

- two weeks totalling 72 hours;
- two weeks totalling 72 hours;
- two weeks totalling 96 hours;

or, shall be a twelve week rotation* consisting of:

- two weeks totalling 84 hours;
- two weeks totalling 72 hours;
- two weeks totalling 84 hours;
- two weeks totalling 72 hours;
- two weeks totalling 84 hours
- two weeks totalling 72 hours;

* The twelve week rotation result in the requirement to schedule one 12 hours

"comeback day" shift.

and shall consist of eight (8) hours per day, including a one-half (1/2) hour meal period or ten (10) hours per day including a thirty-seven-and-one-half (37.5) minute meal period or twelve (12) hours per day, including a 45 minute meal break(s). Employees working a shift that is less than 8 hours but more than 5 hours shall receive a meal period on a prorated basis.

17.03 Work schedules shall be posted at least two (2) weeks in advance. Once the schedule is posted, management will make every reasonable effort not to change the schedule.

ARTICLE 18 – OVERTIME AND CALLBACK

18.01 Overtime is all time authorized in advance by the Employer in excess of eight (8) hours per day for shifts of eight (8) hours or less or in excess of ten (10) hours per day for twelve (12) hours per day for twelve (12) hour shifts or in excess of seventy two (72) 84 (eighty four) or ninety six (96) hours in a two (2) week pay period, depending on whether the LPN has been scheduled for 72, 84, or 96 regular hours in the two week period, as described in Article 17.01.

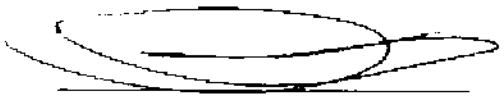
An employee eligible for overtime shall either be paid at the rate of time and one-half the employee's regular rate of pay or be given time off work equivalent to the overtime hours earned at a time mutually agreed upon by the employee and the Employer.

Unused accrued overtime will be paid out to the employee on a quarterly basis.

This Memorandum of Agreement shall remain in effect for the term of this Collective Agreement unless the Employer gives to the other party not less than thirty (30) calendar days' notice of its intention to terminate the agreement. The new schedule shall not be posted until the notice period has elapsed.

DATED this 15 day of June , **2023.**

FOR THE EMPLOYER **FOR THE UNION**



Witness

Witness

APPENDIX "D"

Memorandum of Agreement
Summer Students: Maintenance Support Workers

The parties agree that [the Employer) may hire students for the summer of 2021 for a period not to exceed 8 weeks, subject to the following conditions:

1. The rate of pay shall be in accordance with minimum wage per hour;

2. Hours of work shall not exceed 80 hours biweekly;

3. These positions will not be bargaining unit positions;

4. Students hired will support the work of the maintenance department by performing lawn care, flower/garden maintenance, painting, general maintenance, and any other general duties normally performed by Maintenance Workers, provided that their supervisor ensures that they have the skill and ability to perform the work safely and have been properly orientated;

5. Students may be assigned to other duties within the Home, provided that their supervisor determines that they have the required skills and abilities to perform such functions safely and have been properly orientated.

6. These position will be posted internally for children of employees first prior to posting the position externally. Selections will be made through a fair interview and hiring process. Preference in hiring will be given to children of employees of the Home, who are planning to continue their education in the fall term.

7. The Employer confirms that the creation and use of the position of these Summer Student positions will in no way negatively affect any bargaining unit members with respect to Bargaining Unit opportunities, hours of work or any other conditions of the current collective agreement.

Agreed by the parties this 15 day of June , 2023.

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX "E"

Memorandum of Agreement – Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and including 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 leave five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives from the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair at 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 the 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 prevention 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 within the workplace.

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

Agreed by the parties this 15 day of June 2023

for the employer

for the Union