COLLECTIVE AGREEMENT

between

SHANNEX HEALTH CARE MANAGEMENT INC.

with respect to

ARBORSTONE ENHANCED CARE
MAPLESTONE ENHANCED CARE

and

ARBORSTONE ENHANCED CARE LOCAL (Local - 2784)
MAPLESTONE ENHANCED CARE LOCAL (Local - 1416)

of the

CANADIAN UNION OF PUBLIC EMPLOYEES

Term: November 1, 2020 – October 31, 2023

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- X To maintain and improve the harmonious relationship between the Employer and the Union;
- X To recognize the value of joint discussion and negotiations in all matters pertaining to working conditions and employment services;
- X To ensure efficiency in operation;
- X To promote the morale, well-being and security of all Employees;
- X To set forth certain terms and conditions of employment;
- X To maintain professional standards;

Therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes the right of the Employer to exercise the regular customary functions of management, except insofar as such rights are modified or limited by this Agreement; and the Union recognizes that it is the regular and customary function of the Employer to:

(a) maintain order, discipline and efficiency and establish and enforce rules and regulations related thereto; and

(b) hire, direct, classify, transfer, promote and lay off, demote, suspend, discharge or otherwise discipline Employees for just cause; and

(c) determine the allocation and number of Employees required; and

(d) make or revise from time to time rules and regulations as to working programs, conduct and personal appearance of Employees.

2.02 The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of her employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Units

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Full-Time, Regular Part-Time and Part-Time Employees employed by the Employer at Arborstone Enhanced Care and Maplestone Enhanced Care, excluding Casual Employees, Registered Nurses, Licensed Practical Nurses (at Arborstone Enhanced Care in a supervisory capacity), Social Workers, Physiotherapist, Occupational Therapist, General Services Supervisors, Food Services Supervisors, Administrators, Directors of Care, Recreation Directors, Forepersons and those equivalent to the rank of foreperson and above, Office employees, and those excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Individual Agreements Contrary to Collective Agreement

The Employer agrees that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights which will conflict with any of the provisions of this Agreement.

3.03 Bargaining Unit Work

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties or where it does not cause undue or unnecessary hardship to members of the bargaining unit.

ARTICLE 4 - PROHIBITION OF DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of:

(a) age, race, colour, creed, national origin, political or religious affiliation, sex or marital status, sexual orientation, family relationship, or place of residence, contrary tothe *Human Rights Act* (Nova Scotia), or

(b) membership or activity or non-activity in the Union, or any other reason, contrary to the *Trade Union Act,* (Nova Scotia).

Management rights shall not be exercised in a discriminatory manner.

ARTICLE 5 - DEFINITIONS

5.01 The "Employer" is:

(a) "Maplestone" or "Maplestone Enhanced Care" is Maplestone Enhanced Care, 245 Main Avenue, Halifax, Nova Scotia; or

(b) "Arborstone" or "Arborstone Enhanced Care" is Arborstone Enhanced Care, 126 Purcell's Cove Road, Halifax, Nova Scotia.

5.02 (a) The "Union" is the Maplestone Enhanced Care Local of the Canadian Union of Public Employees ("Local 1416"); or

(b) The "Union" is the Arborstone Enhanced Care Local of the Canadian Union of Public Employees ("Local 2784");

5.03 A "Full- Time Employee" is one who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a biweekly pay period or two hundred and forty (240) hours in a six week schedule and who has successfully completed the probationary period of seven hundred and twenty (720) hours worked in the bargaining unit. This probationary period does not include orientation hours. This Collective Agreement is fully applicable to Full-Time Employees.

5.04 A "Regular Part-Time Employee" is one who is employed on a continuing basis, but who is regularly scheduled to work less than the schedule of a Full-Time Employee and who has successfully completed the probationary period of seven hundred and twenty (720) hours worked in the bargaining unit. This probationary period does not include orientation hours. This Collective Agreement is applicable to Regular Part-Time Employees on a pro-rata basis.

5.05 A "Part-Time Employee" is one who has completed one thousand (1000) hours of actual time worked but does not have a guaranteed schedule. This Collective Agreement is applicable to Part-Time Employees on a pro-rata basis.

5.06 A "Casual Employee" is one who has not completed one thousand (1000) hours of actual time worked and is not a member of the bargaining unit.

5.07 "Temporary Position" is a full-time or regular part-time position for a designated period in excess of ten (10) weeks. A temporary position may be terminated at any time. Full-Time, Regular Part-Time and Part-Time Employees who accept a temporary position will earn sick, vacation and holiday credits according to the hours

worked by the employee while in the temporary position. The Employee will maintain their permanent status for benefit purposes (health and pension plan).

5.08 The first seven hundred and twenty (720) hours worked shall be recognized as a probationary period. Notwithstanding anything contained in this Agreement, an Employee may be dismissed at any time during the probationary period. This does not preclude an Employee from having to complete a trial period according to Article 12.05 when they accept a new position. The probationary period does not include orientation hours.

5.09 Unless otherwise provided, hours worked for the purposes of vacation pay and sick leave credits include regular hours worked, vacation hours paid, paid sick leave, holidays paid, paid leaves of absence but excludes Workers' Compensation pay (except in accordance with Article 29.03) and overtime.

5.10 "Regular Rate of Pay" is the hourly rate found in the attached salary scale.

5.11 For the purpose of this Agreement, the female shall be deemed to include the male and the singular deemed to include the plural and vice versa.

ARTICLE 6 - DUES DEDUCTIONS AND UNION SECURITY

6.01 It shall be a condition of employment for all Part-Time and Full-Time Employees currently employed by the Employer and all new Full-Time and Part-Time Employees, that they take out and maintain membership in the Union.

6.02 All Employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. The Union shall be the sole judge of good standing of its members. All future Employees of the Employer shall, as a condition of continued employment, become members in good standing of the Union not later than seven hundred and twenty (720) hours worked with the Employer.

6.03 The Employer shall deduct from Full, Regular Part-Time and Part-Time Employees, from the first hour of employment as a Full, Regular Part-Time or Part-Time Employee, any dues, or assessments levied by the Union on its members.

6.04 The Union must advise the Employer in writing of the amount of regular monthly dues.

6.05 The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues and that such change shall not be made more frequently than once annually.

6.06 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 21 Florence Street, Ottawa, Ontario, K2P 0W6, not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses, and classifications of Employees from whose wages the deductions have been made.

6.07 The Union will save the Employer harmless from any claims that may arise from any deductions from wages in respect of deductions or monthly assessments or any action taken at the request of the Union.

6.08 At the same time that Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of Union dues paid by each Union member in the previous year.

6.09 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.

6.10 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues deductions.

6.11 A representative of the Union shall be given an opportunity to speak to new Employees during the orientation of new staff to the facility for the purposes of acquainting them with the benefits and duties of Union membership. The time for this presentation will be a maximum of one-half (½) hour and there shall be no loss of regular pay.

6.12 (a) The Employer agrees to provide to the Recording Secretary of the Union, semi-annually a report of the information that the Employer has on file at that time showing the mailing address and telephone number for each member of the bargaining unit.

(b) 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 - CORRESPONDENCE AND UNION REPRESENTATION

7.01 All correspondence between the parties, arising out of this Collective Agreement shall pass to and from the Administrator or designate and the Secretary of the Union. A copy of any correspondence between the Employer and any Employee in the bargaining unit pertaining to discipline shall be forwarded to the Secretary of the Union.

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

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 A Labour Management Committee shall be established consisting of no more than three (3) representatives of the Employer and no more than three (3) representatives of the Union. The Employer will endeavour to ensure that one of its representatives is the Administrator. Additional parties may be present provided the Union and the Employer mutually agree. The Committee shall enjoy the full support of both parties in their joint interests.

8.02 The Committee shall meet at the request of either party but no less then three (3) times per year.

8.03 The Committee shall concern itself with the following general matters:

(a) Improving and extending services to the public;

(b) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service);

(c) Correcting conditions causing grievances and misunderstandings.

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

supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

8.06 An agenda shall be circulated forty-eight (48) hours prior to the meeting. The Employer and the Union will prepare, sign and distribute the minutes of the Committee meetings on an alternating basis.

8.07 Committee members shall not suffer any loss of pay while attending meetings of the Labour Management Committee.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members on the Committee. Where joint bargaining may take place, not more than three (3) members of Local 2784 and two (2) members of Local 1416 shall make up the Committee.

9.03 Any representative of the Union on the Bargaining Committee who is in the employ of the Employer, shall have the right to attend negotiation meetings for up to twelve (12) days held within working hours without loss of remuneration unless it is mutually agreed to extend the days.

9.04 The Employer shall make available to the Union, on request, the following bargaining unit information required for collective bargaining purposes: Canadian Union of Public Employee wage rates, job descriptions and benefit plans.

9.05 In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION

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

10.02 One Employee who is a member of the Executive of the Union or who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay, during normal working hours to assist in matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and obtain permission from her immediate supervisor prior to leaving her workplace and report to her immediately upon her return. Such permission shall not be unreasonably withheld.

10.03 Names of Stewards - The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward. The Employer shall be required to recognize them.

10.04 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments regarding these disputes as provided in this Article. However, the Union recognizes that each Steward is an Employee of the Employer and that they will not leave their work during working hours without first obtaining permission of their supervisor, which permission shall not be unreasonably withheld.

10.05 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement or a case where the employer has acted unreasonably.

10.06 Step 1 - Informal Resolution - Within five (5) working days after the date of the occurrence or discovery of the grievance, the Employee and a Union representative or the Union representative shall first notify the Supervisor or designate that this is step 1 of the grievance procedure and discuss the grievance with the Supervisor or designate who shall provide the Union representative with an answer within three (3) working days.

Step 2 - Formal Written Grievance - Should the verbal answer given by the Supervisor or designate at Step 1 not be acceptable to the grievor, the grievance shall be submitted in writing to the Department Head or designate within five (5) working days of the receipt of the decision in Step 1. The Department Head or designate shall give their reply in writing, within five (5) working days of receipt of the grievance.

Step 3 - Review by Administrator - If the decision of the Department Head or designate is not acceptable to the grievor, the grievance shall be referred to the Administrator or designate who shall meet if requested with the Grievance Committee as soon as reasonably possible. The Administrator or designate shall reply in writing, within five (5) working days following such meeting. If the decision of the Administrator or designate is not acceptable to the Grievance Committee, the Union shall notify the Administrator or designate in writing within ten (10) working days that the grievance will be proceeding to arbitration.

10.07 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs or in case of a Union grievance, Step 1 of the Grievance Procedure may be by-passed.

10.08 Employer Grievance - The Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President shall answer such grievance within five (5) working days. If the answer is not acceptable to the Employer, the Employer may within ten (10) working days from the day the President gives their answer, give ten (10) working days' notice to the President of the Union of its intention to refer the dispute to arbitration.

10.09 Grievances concerning lay-off and recalls and unresolved health and safety issues shall be initiated at Step 2 of the Grievance Procedure.

10.10 Arbitration - In the event that a grievance is submitted to arbitration, the case shall be heard by a three-person board of arbitration unless it is mutually agreed by the Employer and the Union that the case should be heard by a single arbitrator.

10.11 A three (3) person arbitration board shall be selected as follows: the Union and the Employer shall each appoint a member of the arbitration board within ten (10) days of notice of arbitration. The nominees to the Board shall then appoint a Chairperson within ten (10) days of the date when the last of those nominees is appointed. Should the nominees fail to agree in the selection of a Chairperson, the Chairperson shall be named by the Minister of Environment and Labour.

10.12 The Union and the Employer shall agree upon a single arbitrator within a reasonable amount of time. In the event of a failure to agree, the single arbitrator shall be appointed by the Minister of Environment and Labour.

10.13 The Board of Arbitration or single arbitrator shall render a decision in as short a time as possible.

10.14 Arbitration awards shall be final and binding as provided in the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty or discharge, suspension or discipline imposed by the Employer on an Employee.

10.15 The time limits for initiating individual or policy grievances are mandatory. Subsequent time limits are directory and an Arbitrator/Arbitration Board shall be able to overrule a preliminary objection that time limits are missed from subsequent steps onwards, providing the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position should not be prejudiced by the delay.

10.16 For the purpose of this Article only, work days shall be Monday to Friday inclusive, excluding statutory holidays.

10.17 The Employer and Employee shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the chairperson of the board.

10.18 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) days. If the parties mutually agree to seek clarification of the award, any expense incurred shall be cost shared equally by the parties.

10.19 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. The Employer agrees that any written statement regarding non-work related issues against any member of the Union by another member of the Union shall not be used in grievances, arbitration or any other matter, excepting accident matters, that could be detrimental to Employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - LAY-OFF AND RECALL

11.01 Definition of Seniority

Seniority is defined as the length of service with the Employer and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

11.02 Seniority List

The Employer shall maintain a seniority list of all Full-Time, Regular Part-Time and Part-Time Employees, showing the most recent date of hire as a Full-Time, Regular

Part-Time or Part-Time Employee. The Employer shall post the current seniority lists annually in February for a thirty (30) day period. A copy of this list will be sent to the Union Secretary. Employees shall review the list and within thirty (30) days of posting shall bring any errors or omissions to the Employer's attention in writing. After the thirty (30) days from posting, the seniority list shall be deemed to be correct and accurate in all respects. Reliance on the seniority list shall not be the subject of a grievance after the thirty (30) day period from posting.

Where more than one (1) Employee commences work on the same date, same hour, the Employees so affected will have their seniority determined on the basis of the date of their interview with the Employer. Where the date of the interview is the same, the Employees so affected will have their seniority determined by a draw in the presence of a Union representative. The results of such draw will be acknowledged in writing and signed off by both the Employer and Union.

11.03 Loss of Seniority

An Employee shall only lose their seniority and employment in the event that:

(a) they are discharged for just cause and is not reinstated;

(b) they resigns for any reason;

(c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;

(d) after recall they fails to notify the Employer within seven (7) days;

(e) they are laid off for more than twelve (12) months;

(f) they retires for any reason;

(g) they fails to return from an authorized leave of absence or takes other employment while on a leave of absence.

11.04 Definition of Lay-off

A lay-off shall be defined as a reduction in the work force or a reduction in an Employee's guaranteed hours of work.

11.05 Rights of Employees on Lay-off

No Employee outside the bargaining unit shall be employed as a Full-Time or Regular Part-Time Employee until all those Employees off work as a result of a lay-off have been given an opportunity for recall. An Employee who is on lay-off may

indicate their availability to work relief shifts. Working relief shifts shall not affect an Employee's recall rights nor shall it constitute a recall.

11.06 Lay-off and Recall

In the event of a lay-off, Employees shall be laid off in reverse order of seniority and recalled in order of seniority. However, seniority may be bypassed where qualifications or a training period are required.

11.07 Procedure for Recall and Availability

An Employee shall be recalled by telephone followed by registered mail. Employees are responsible for leaving their current address and telephone number with the Employer.

11.08 Employees are expected to be available for work as soon as is reasonably possible after recall.

11.09 Notification and Notice of Lay-off

(a) The Union executive shall be notified of all lay-offs.

(b) Fifteen (15) calendar days written notice of lay-off shall be given to the Union and the Employees except lay-offs which result from emergencies which adversely affect the operation of the facility and which is beyond the control of the Employer at which time as much notice as possible will be given.

ARTICLE 12 - VACANCIES AND PROMOTIONS

12.01 Definition of Probationary Period

A newly hired Employee shall be on probation for a period of seven hundred and twenty (720) hours worked from the date of hire. The Employee may be dismissed by the Employer at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period does not include orientation hours.

12.02 Vacancies - Applications of Employees

No applications received from outside advertisements for any vacancy within the bargaining unit shall be processed until the applications of present Employees have been fully processed.

12.03 Job Posting Procedures

(a) When a new position is created, or when a vacancy occurs inside the bargaining unit, the Employer shall post notice of the position within one (1) calendar week, on designated Bulletin Boards for one (1) calendar week, so that all members will know about the vacancy or new position. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's normal retirement date. Should a vacancy or a new position be created outside the bargaining unit, the Employer as a courtesy, shall post a notice of such position on the Bulletin Boards.

(b) Such notice shall contain at a minimum the following information: the nature of position, the location (provided that it is expressly understood that Employees may be required by the Employer to work in any location in the facility in accordance with operational requirements), qualifications, number of guaranteed shifts, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

12.04 Selection

Both parties recognize:

(a) the principle of promotion within the service of the Employer;

(b) that job opportunity and job security should increase in proportion to length of service and required qualifications.

Therefore, in the selection of applicants for a posted vacant position, appointment shall be made of the applicant with the greatest seniority, and required qualifications.

The Employer will endeavour to award all posted vacancies within three (3) weeks of posting. The Employer will endeavour to fill the positions within a reasonable time, whenever possible.

12.05 Trial Period

The successful applicant and the Secretary of the Union shall be notified within one week following the end of the posting period. They shall be placed on a trial for a period of five hundred and forty (540) hours worked. Conditional on satisfactory service, the Employee shall be declared permanent after the period of five hundred and forty (540) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification or wishes to return to their former position prior to the expiration of the trial period, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other

Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. Employees may only request to leave a new position within the five hundred and forty (540) hours worked if they have not requested to leave another position within the five hundred and forty (540) hours worked.

12.06 Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on designated Bulletin Boards.

12.07 An Employee already in the process of obtaining required qualifications may be given a three (3) month period to complete the required qualifications for a permanent vacancy provided that a current qualified Employee is available to fill this position temporarily.

12.08 An Employee unable through injury or illness, to perform their normal duties, may be provided with an alternative suitable position within the bargaining unit provided such position is currently available. The Employee must be able and qualified to perform all the duties of this position.

12.09 The Employer shall endeavor to inaugurate a system of "on-the-job" training so that Employees may have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising.

12.10 When a temporary vacancy arises not to exceed ten (10) weeks in a department, the most senior Regular Part-Time Employee in the department may fill the position if she so desires. There shall be no requirement to post.

12.11 Restrictions on Applications for Posted Positions

(a) A Full-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position for a period of six (6) months.

(b) A Regular Part-Time or Part-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position is for a greater number of hours or for a longer period of time. However, if a permanent vacancy arises she may apply.

12.12 Transfers out of the Bargaining Union - Restrictions and Rights

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a

maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be placed in their former job, or failing that, in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

12.13 Diversity

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 the 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 12.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Work Week

Subject to the Employer's right to determine work schedules, the normal hours of work for a Full-Time Employee shall average 80 hours biweekly over the period of the rotation.

13.02 Availability of Schedule

(a) The work schedule for all Employees shall be available in an appropriate place at least two (2) weeks in advance. Such availability shall be made at least three (3) calendar weeks prior to Christmas Day, with a copy to the Union Secretary.

(b) Two weeks prior to the availability of the schedule, a Regular Part-Time Employee and Part-Time Employee shall indicate to the Employer, in writing, her availability to work additional shifts. Regular Part-Time Employees shall have preference for additional shifts in accordance with seniority. For greater clarification, if the senior Regular Part-Time Employee does not indicate their availability to work additional shifts in accordance with this Article, any additional shifts shall be assigned to the next senior Regular Part-Time Employee. Once additional shifts have been assigned to the Regular Part-

Time employees, any additional shifts will be assigned to Part-Time Employees in accordance with seniority. Once a Regular Part-Time Employee or Part-Time Employee has indicated their availability to work and has been scheduled for a shift, they must be available and must work shifts, as assigned.

(c) All other shifts which become available following the availability of the schedule shall be offered first to Regular Part-Time Employees in accordance with seniority and availability and then to Part-Time Employees in accordance with seniority and availability. If the senior Employee is not available, the Employer will continue to call in following the seniority list.

13.03 Exchange of Shifts

Employees may exchange shifts provided that:

(a) four (4) business days written notice is provided to the Employer and the Employer authorizes the shift exchange; and

(b) there is no increased cost to the Employer; and

(c) the shift exchange is for the same number of hours; and

(d) the shift exchange is in the current or following pay period.

13.04 Weekends Off

(a) A weekend shall be defined as Friday, Saturday and Sunday for employees working 12 hour shifts and Saturday and Sunday for employees working 8 hour shifts or a combination of 8 and 12 hour shifts.

(b) Full-Time Employees will be granted two (2) weekends off in four (4) weekends.

(c) Regular Part-Time Employees may be required to work four (4) weekends in every six (6) weekends.

13.05 Days Off

For Employees scheduled to work twelve (12) hour shifts, the following shall apply:

(a) Full-Time Employees may be required to work up to three (3) consecutive shifts and shall have up to seven (7) non consecutive days off in each two (2) week period unless otherwise agreed between an Employee and the Employer.

(b) Regular Part-Time Employees may be required to work up to three (3) consecutive shifts and be granted up to two (2) consecutive days off unless otherwise agreed between an Employee and the Employer.

13.06 Rest and Meal Periods

Each twelve (12) hour shift shall be inclusive of two (2) thirty (30) minute paid meal breaks, and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer. At the discretion of the Employer, these may be taken as two (2) forty-five (45) minute breaks.

Each eight (8) hour shift shall be inclusive of one (1) thirty (30) minute paid meal break and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer. At the discretion of the Employer, these may be taken as two (2) thirty (30) minute breaks.

13.07 Missed Breaks

Where an Employee is not able to receive meal or rest breaks during the shift, the Employee will be paid for the missed break(s) at applicable overtime rates. The Employee must immediately notify the Employer of the missed opportunity and efforts must be made to ensure that the rest or meal break is rescheduled during the shift prior to authorization being given by the Employer for the overtime. No overtime will be paid for a time period that is less than 15 minutes.

13.08 Notice of Change of Available Hours of Work

The Employer will endeavour to provide twenty-four (24) hours notice to an Employee when her hours of work as available, within that pay period, have to be changed. If the hours of work are changed without twenty-four (24) hours notice and without the agreement of the Employee, the Employee shall receive overtime compensation for all the hours worked which have been changed. This Article applies only to a change in the posted schedule and not call-ins.

13.09 Time Off Between Regular Shifts

(a) Employees who are regularly scheduled to work eight (8) hour shifts shall have at least sixteen (16) hours rest between regularly scheduled shifts, except in the dietary department, or unless otherwise mutually agreed.

(b) Employees who are regularly scheduled to work twelve (12) hour shifts or a mix of eight (8) and twelve (12) hour shifts shall have at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed.

ARTICLE 14 - OVERTIME

14.01 Payment of Overtime Rates

(a) Employees who are regularly scheduled to work a twelve (12) hour shift rotation, shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a twelve (12) hour shift in any one day and in excess of eighty-four (84) hours in a biweekly period.

(b) Employees who are regularly scheduled to work an eight (8) hour shift rotation shall be paid an overtime rate of 1.5 times the Employees regular rate for all hours worked in excess of an eight (8) hour shift and eighty (80) hours in a biweekly pay period.

(c) Employees who are regularly scheduled to work a mix of eight (8) and twelve (12) hours shifts shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a 12 hour shift in any one day and in excess of eighty-four (84) hours in a biweekly pay period.

(d) Full-Time Employees required to work on their first of two (2) consecutive days off shall be paid at the rate of time and one half. Full-Time Employees required to work on their second consecutive day off shall be paid at the rate of double time.

(e) Hours worked for the purposes of calculating payment of overtime rate includes regular hours worked, holiday hours paid, vacation hours paid, and hours missed from scheduled shifts due to an authorized leave under Article 16.01.

(f) Overtime premiums will not be incurred by the Employer as a result of any exchange of shifts between two Employees.

14.02 Double Shifts

(a) Should an Employee be required to work a double shift that is two (2) consecutive eight (8) hour shifts, they shall be granted a thirty (30) minute paid break prior to commencing the second shift.

(b) If an Employee works a double shift a meal will be provided by the Employer. If the double shift extends beyond midnight the Employee shall be provided a meal not to exceed $12.00. The Employee shall be reimbursed upon presentation of a receipt for a meal to the receptionist during office hours.

(c) When an Employee has to work a double shift, in an emergency, that Employee may have the next day off, if scheduled to work, provided a replacement can be found for the Employee.

14.03 Call-Ins and Overtime

Overtime and call back time shall be on a seniority basis first among the Full-Time and Regular Part-Time Employees who are willing and qualified to perform the work available, then to Part-Time Employees who are willing and qualified to perform the work available. For greater clarification, if the senior Employee is not available, the Employer shall continue to call in following the seniority list. An Employee will not be required to work a double shift unless in an emergency.

14.04 There shall be no overtime worked in any operation while there are available Employees on lay-off able to perform the work.

14.05 Overtime must be pre-approved or authorized by the Departmental Supervisor or designate unless the situation which requires overtime prevents an Employee from seeking such pre-approval or authorization.

14.06 Where an Employee is called in to work a regular shift one half (½) hour or less prior to the commencement of the shift, and arrives within one (1) hour of the call, then they will be paid for the full shift provided that they work until the normal completion of the shift. An Employee called in to work after commencement of the shift and arrives within one (1) hour of the phone call shall be paid from the time of the call.

Where an Employee is called in to work for a regular shift and reports for work and the Employer decides not to retain the Employee for the shift the Employee will work for a minimum of four (4) hours or if the Employer decides to send the Employee home the Employee will be compensated for four (4) hours.

14.07 If the Employer requires that an Employee arrive at or leave the place of their employment outside of the regular departmental shifts and between the hours of 11:30 p.m. and 6:00 a.m., in the event the Employee does not have their own transportation, the Employer will reimburse the cost of the taxi fare to a maximum of $20.00 as verified by the receipt.

ARTICLE 15 - RESPONSIBILITY PAY

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

15.02 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

15.03 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 16 - LEAVES OF ABSENCE

16.01 Union Leave

(a) Upon request to the Employer and subject to operational requirements, no more than two (2) employees elected or appointed to represent the Union at annual conventions shall be allowed a leave of absence with pay and benefits.

(b) Upon request to the Employer, not more than three (3) Employees elected or appointed to represent the Union at recognized labour educational courses shall be allowed leave of absence with pay and benefits. Paid educational leave shall not total more than twenty (20) days in any one calendar year (up to a maximum of 160 hours).

(c) Upon request to the Employer and where operational requirements permit, an unpaid leave of absence shall be allowed Employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work provided the leave of absence isfor no more than ten (10) consecutive days per person, and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate of pay.

(d) An Employee who is elected or selected for a Full-Time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without benefits for a period of up to one (1) year. Such leave shall be renewed each year, on request during her term of office.

(e) Up to two (2) representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

16.02 Leave for Public Office

(a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay, without benefits and without further accumulation of seniority, but without loss of already accumulated seniority so that an Employee may be a candidate in federal, provincial or municipal elections.

(b) An Employee who is elected to public office shall be allowed leave of absence without pay, without benefits and without further accumulation of seniority but without loss of already accumulated seniority during their terms of office for a maximum of up to two (2) years.

16.03 Personal and Education Leave

(a) The Employer may grant or refuse a request for a leave of absence without pay and without benefits for good and sufficient cause ("personal leave"), provided such leave may be arranged without undue inconvenience to the normal operations of the Employer's facility. Applicants when applying must indicate, in writing, the date of departure and specify the date of return.

(b) An Employee shall be entitled to a one (1) day leave of absence without loss of pay, benefits or seniority to write examinations to obtain employment qualifications for a bargaining unit position. Upon proof of successful completion of the course, payment shall be made for the day of the examination.

(c) The Employer may grant an education leave without pay to an Employee who has been employed for a minimum of one (1) year provided that such leave is for study in a field that is mutually beneficial to the Employer and the Employee. An employee shall return to their former or equivalent position upon their return except where a promotion is involved. Such leaves shall only be considered when operational requirements permit.

16.04 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. [There is no permitted banking at AEC/MEC.]

(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.

16.05 Requests and Qualification for Union Leave, Leave for Public Office and Personal Leave

(a) Requests for the leaves of absences described in Articles 16.01,16.02 and 16.03 must be submitted in writing four (4) weeks prior to starting date except in an emergency situation and must contain the expected date of return.

(b) Such a request must have approval of the Employee's supervisor and the Administrator. The request must be confirmed in writing within two (2) weeks of the receipt of the request by the supervisor with a copy on the Employee's file.

(c) Leaves of absence may not be taken between December 15th and January 15th of any year, prior to or following a vacation period, or between June 1st and September 15th except in an emergency situation and are to be considered on an individual basis.

(d) To qualify for a leave of absence, the Employee must have completed twelve (12) months of Full-Time or Regular Part-Time or Part-Time employment with the Employer and it is expressly understood that no benefits shall accrue to or be paid to any Employee on such leave of absence. Employees on a leave of absence shall not accrue hours worked for the purposes of vacation, sick time, holidays or increments. Employees on a leave of absence will be considered for a job posting while on a leave of absence if they can fill the position on the closing date of the job posting date.

16.06 Bereavement Leave

(a) When a death occurs in the immediate family of an Employee, the Employee shall be granted leave of absence for five (5) consecutive days effective midnight following the death and the Employee shall be paid for shifts during this five (5) consecutive day leave which she otherwise would have been scheduled to work. Immediate family shall be defined as father, mother, sister, brother, spouse, common law spouse, child, stepchild, former guardian, current son-in-law, current daughter-in-law, current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law, step-parents, grandparents of the Employee, grandchild of the Employee, step-brother and step-sister.

(b) In the event that the funeral is held more than 400 km from Halifax or out of province, two (2) additional unpaid days may be requested.

(c) Two (2) days bereavement leave with pay shall be granted for the purpose of attending the funeral of an Employee's Aunt or Uncle, or Niece or Nephew, provided that such days are the Employee's normally scheduled working day. The two (2) days bereavement leave must be consecutive and coincide with the date before and the date of the funeral.

(d) In the event of a death of a fellow worker, the Union may have one (1) person from the department involved and one Union representative attend the funeral in town and surrounding areas up to 100 km radius, without pay, provided adequate staffing is maintained.

(e) In the event of a death of a cousin or a close friend, the Employee shall be granted time off to attend the funeral. In such circumstances, the Employee shall be permitted to use accumulated vacation.

(f) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.

(g) An Employee when for any reason other than bereavement leave would not be considered to be at work, shall not be eligible for bereavement leave with pay if a death occurs in their family except as provided for pursuant to Article 18.07 (Bereavement leave during vacation).

16.07 Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits and without loss of pay to an Employee who is required to serve as a juror or is subpoenaed as a witness in any court in an employment related matter. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The Employee will present proof of service and the amount of pay received. Such payment will be made by the Employer in the next pay period.

The Employer shall grant leave of absence without loss of seniority and without pay to an employee who is subpoenaed as a witness in any court.

The Employee shall notify their Supervisor as soon as possible, when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness and the amount of payment received.

16.08 Pregnancy Leave

(a) A pregnant Employee is entitled to an unpaid leave of absence in accordance with the *Labour Standards Code* of Nova Scotia as amended from time to time.

(b) The Employer may require medical verification of the Employee's condition prior to such a leave and also may require further medical verification at the conclusion of the leave of absence that the Employee is physically able to resume normal duties upon return.

(c) Nothing shall preclude the Employer from requiring a pregnant Employee prior to their confinement to go on such leave of absence on the grounds that their physical condition while at work constitutes a hazard to themselves, a resident, or their fellow Employees or is interfering with their ability to perform their duties.

(d) The Employee must provide the Employer with four (4) weeks' notice of their return to work.

(e) Protection of Position and Benefits

The Employee shall resume their former position and salary upon return from leave.

(f) Employees on pregnancy leave shall not accrue hours worked for the purpose of vacation, sick time or holidays. Employees on pregnancy leave shall continue to accrue seniority and service for the duration of the leave.

(g) The Employer shall pay its share of the premiums for group insurance benefits for a period of eight (8) months while the Employee is on pregnancy leave, provided that the Employee pays their share of the premiums to the Employer prior to the date the premiums are due. Failure on the part of the Employee to submit payments by the date premiums are due, shall result in the cancellation of benefits.

16.09 Parental and Adoption Leave

An Employee who becomes a parent of one or more children through;

(a) the birth of a child or children; or

(b) the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the law of the Province,

is entitled to an unpaid leave of absence in accordance with the *Labour Standards Code* of Nova Scotia, as amended from time to time. The Employee will also provide four (4) weeks notice in writing on the date that they will return to work. Employees on parental leave shall not accrue hours worked for the purposes of vacation, sick time, holidays or increments.

16.10 Leave for the Birth of a Child

A total of four (4) days' leave shall be granted to an employee who is becoming a parent and who has not taken Pregnancy Leave, for the day of the birth and the three (3) days following the birth of the child. It is further agreed that one (1) day shall be without loss of pay and three (3) days shall be without pay.

16.11 Leave for Storm or Hazardous Conditions

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

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

16.12 Leave for Family Illness

Employees with sufficient sick leave credits shall be allowed paid leave of absence up to thirty-six (36) hours per calendar year in case of illness or accident affecting the Employee's spouse, common law spouse, child/stepchild or parent, to make such arrangements as are necessary to permit the Employee to return to work.

Leave under this Article shall be deducted from the Employee's sick bank.

16.13 If an Employee is absent for a period of one year or greater and the Employee requests, the Employer will arrange for orientation of up to eight hours upon return to work.

16.14 Compassionate Care Leave

Employees shall be granted Compassionate Care Leave in accordance with the *Labour Standards Code of Nova Scotia*, as amended from time to time.

16.15 Domestic Violence Leave

Employees shall be granted Domestic Violence Leave in accordance with *Labour Standards Code of Nova Scotia*, as amended from time to time.

ARTICLE 17 - SICK LEAVE

17.01 (a) Credit Accumulation

Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred and seventy-three and three-tenths (173.3) hours worked not including sick time, effective the first date of employment as a Full-Time, Regular Part-Time or Part-Time Employee. The maximum amount of accumulation shall be twelve hundred (1200) hours. Employees who are members of the bargaining unit at the time of the signing of the Agreement will not have their accumulated sick leave reduced. Sick leave shall not be paid for the first day of absence of the fourth or subsequent absence during any one calendar year.

(b) Indemnity Benefit

Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled or to attend a specialist appointment. Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on sick leave shall only be entitled to sick leave with pay if the Employee is not otherwise receiving pay, including, but not limited to, holiday pay, vacation pay, Workers' Compensation Board payments and paid leave of absence for that day, and providing the employee has sufficient sick leave credits.

17.02 Probationary Employees

Employees can accumulate but cannot use sick leave credits during their probationary period.

17.03 Evidence of Illness

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days certifying that he/she was unable to carry out their duties due to illness.

17.04 Notification of Sick Time Accrued

The present practice of notifying Employees in writing of their sick time accrued, at the close of each calendar year, shall continue.

17.05 Employment Insurance Rebate

The Employer shall register its wage loss replacement plan with the Employment Insurance Commission for purely reduction purposes. This rebate shall be used for in-service education and training of staff. In the event that the Employer does not provide for training of staff, this money may be used for Union education programs.

ARTICLE 18 - VACATIONS

18.01 Vacation Entitlement - Full-Time Employees

(a) Full-Time Employees shall accumulate annual vacation leave as follows:

(i) during the first five (5) years and 10400 hours worked as a member of the bargaining unit, at the rate of ten (10) hours for each one hundred and seventy three and three-tenths (173.3) hours worked (i.e. fifteen (15) days during the first five (5) years). Employees can accumulate but cannot use vacation credits during their probationary period;

(ii) after five (5) years and 10400 hours worked as a member of the bargaining unit, at the rate of thirteen and three-tenths (13.3) hours for each one hundred and seventy three and three-tenths (173.3) hours worked (i.e twenty (20) days between five (5) years and fifteen (15) years);

(iii) After fifteen (15) years and 31200 hours worked as a member of the bargaining unit, at the rate of sixteen and two-thirds (16.67) hours for each one hundred and seventy three and three-tenths (173.3) hours worked (i.e. twenty-five (25) days after fifteen (15) years).

(iv) For the purposes of this Article "day" shall mean an eight (8) hour day.

Years of Service	Hours Worked	Vacation Entitlement
0-1 year	2080 hours	10 hours for each 173.3 hours worked; not to exceed 3 weeks/15 days
1-5 years	2081-10400 hours	3 weeks; 15 days
5-15 years	10401-31200 hours	4 weeks; 20 days
15 years and beyond	31201 or more hours	5 weeks; 25 days

18.02 Vacation Entitlement – Part-Time Employees

Regular Part-Time and Part-Time Employees shall receive vacation credits pro rated as per Article 18.01. Regular Part-Time and Part-Time Employees shall be paid vacation pay no later than the 2nd pay period in July. Any Regular Part-Time Employee who works regularly scheduled designated hours may apply, in writing, prior to June 30th to have accumulated vacation pay paid out at the time of their scheduled vacation (rather than by the 2nd pay period in July).

If a Full-Time Employee becomes a Regular Part-Time Employee, any vacation leave that the Employee accrued as a Full-Time Employee may, if the Employer determines that operational requirements so permit, take that vacation leave immediately prior to becoming a Regular Part-Time Employee. If the Employer determines that operational requirements do not permit the Employee to take the vacation leave as described, then any vacation pay which that Employee accrued as a Full-Time Employee and which remains outstanding at the time the Employee becomes Regular Part-Time shall be paid to the Employee within thirty (30) days of their change in status and any vacation leave that had been accrued in respect of that vacation pay shall be waived despite Article 18.03.

18.03 No Waiver of Vacation Leave (Full-Time)

No Full-Time Employee shall be allowed to waive vacation and receive pay in lieu of vacation.

18.04 Vacation Pay on Termination of Employment

If employment ceases, accrued vacation time shall be paid out and included in the Employee's last pay cheque.

18.05 Vacation Scheduling

(a) Employees will be given an opportunity to self-schedule their own vacation schedule, however, if an agreement cannot be reached, the following procedure shall be followed: In incidents of conflicting or overlapping preference, the senior Employee may apply her seniority only once to cover a maximum period of two (2) continuous weeks between June 15 and September 15 each year. Operational requirements shall be the governing factor in approving vacation.

(b) Because of the difficulty of staffing the Christmas and New Year's holidays, the parties agree that no Employee will take vacation between December 15th and January 10th.

18.06 Vacation Requests

(a) Vacation requests between June 15 and September 15 must be requested in writing before April 15 of each year. The vacation schedule will be posted by May 15 of each calendar year. Vacations shall be scheduled in a manner which least interferes with the operation of the Home. An Employee's vacation shall not be changed after May 15, except in emergency situations. Preference for vacation time will be on the basis of seniority.

(b) Requests for vacation days on weekends will not normally be considered unless they are part of a block of three (3) or more vacation days.

(c) Seniority may not be exercised to displace a posted vacation.

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

(e) Except in extraordinary circumstances, requests for vacation time other than during June 15 to September 15 must be submitted in writing at least two (2) weeks prior to the posting of the schedule covering the vacation time requested.

18.07 Bereavement Leave During Vacation

Where an Employee qualifies for Bereavement Leave during their period of vacation there shall be no deduction from vacation entitlement for such absence. The period of vacation so displaced shall be added either to the vacation period or reinstated for use at a later date.

ARTICLE 19 - HOLIDAYS

19.01 Holidays

(a) Twelve (12) paid holidays shall be granted, as follows:

New Years' Day	Halifax Natal Day
Heritage Day	Labour Day
Good Friday	National Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
July 1st	Christmas Day
	Boxing Day

(b) Each Employee shall receive any holiday proclaimed by the Federal, Provincial or Municipal Government.

(c) The Employee shall request the holiday in writing at least two weeks in advance of the date and at a time mutually agreeable with the Employer, approval shall be subject to operational requirements.

19.02 Holiday Pay

(a) A Full-Time Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to eight (8) hours at their regular hourly rate of pay subject to Article 19.03.

(b) A Regular Part-Time or Part-Time Employee who does not work on the above holidays shall receive pro-rated holiday pay subject to Article 19.03. Such holiday pay shall be paid to Part-Time Employees semi-annually.

19.03 Qualification for Holiday Pay

All Employees shall only qualify for their above holiday pay if they have worked on their regular scheduled working day immediately preceding and immediately following the holiday. For the purposes of this Article, Employees who are on paid jury duty, paid bereavement, paid union leave or paid vacation will be entitled to the holiday. Employees who are on paid and unpaid sick leave and Worker's Compensation do not qualify for holiday pay pursuant to this Article.

19.04 Holiday During Vacation

When a holiday falls within their vacation period, the Employee will be deemed to have had the holiday off and vacation credits will not be debited for that day. The displaced vacation day will be taken at the beginning or end of the posted vacation period, unless mutually agreed otherwise.

19.05 Holiday Hours

For the purposes of this Article, the holiday shall be defined as 0001 the day of the holiday to 2400.

19.06 Work on a Holiday

(a) When a Full-Time Employee who has completed their probationary period is required to work on any of the holidays listed in Article 19.01(a), the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay.

(b) When a Regular Part Time or Part-Time Employee who has completed their probationary period is required to work on any of the holidays listed in Article 19.01(a), the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay.

19.07 Work on a Holiday by a Probationary Employee

The provisions of Article 19 do not apply to an employee during the probationary period except that a probationary employee who works on a calendar date listed below will be compensated at the rate of time and a half (1.5 x) the employee's regular hourly rate for hours worked on the calendar dates listed below:

New Years' Day
Heritage Day
Good Friday
July 1st
Labour Day
Christmas Day

19.08 No Pyramiding

There shall be no pyramiding of benefits.

19.09 Christmas and New Year Period

All Full-Time and Regular Part-Time Employees shall be granted either Christmas Day and Boxing Day or New Years' Day off on an alternating basis. The master time schedule shall be waived during the period December 15 to January 10. Adequate staffing must be maintained at all times. Subject to the efficient operation requirement of the home, the Employer will provide five (5) consecutive days off for Christmas or New Years' (The Employer will endeavor to schedule Christmas Eve or New Years Eve as part of the five (5) consecutive days, where possible) for Full-Time Employees and three (3) days off for Regular Part-Time Employees. Such practice shall not be unreasonably withheld.

Employees who are entitled to Holiday time for Christmas and New Years may request to take the Holiday time on days that permits the Employee to observe a holy day of the Employee's own faith. The Employee shall advise the Employer in writing of the Employee's desire to take such day(s) off as Holiday time in lieu as soon as possible but before January 1st in each year or upon hire and the Employer will endeavour to grant the request where operational requirements permit. Employees shall be reminded of this article by September 1st.

19.10 Bereavement during Holiday

Where an Employee qualifies for Bereavement Leave when the Employee has a Holiday booked off there shall be no deduction from Holiday for such absence. The absence will be in accordance with Bereavement Leave entitlement.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Rates of Pay

Employees shall be paid on a bi-weekly basis in accordance with Schedule "A" attached hereto, and forming part of this Agreement.

At the time of hire, a Licensed Practical Nurse (Arborstone) will be given recognition for previous experience, subject to submitting proof or evidence satisfactory to the Employer of their previous experience as a Licensed Practical Nurse. Placement on the salary scale in Schedule "A" shall be in accordance to the following provision.

(a) an LPN with less than 4160 hours or recent nursing experience satisfactory to the Employer shall be paid the LPN 1 rate;

(b) 4160 hours but less than 6240 hours or recent nursing experience which is satisfactory to the Employer shall be paid the LPN 2 rate;

(c) an LPN with 6240 hours but less than 8320 hours or recent nursing experience which is satisfactory to the Employer shall be paid the LPN 3 rate;

(d) an LPN with more than 8320 hours or recent nursing experience which is satisfactory to the Employer shall be paid the LPN 4 rate;

An LPN will not get credit for previous hours worked if more than three (3) years have elapsed since such work has been completed.

20.02 On a year to year basis following the setting of the original Anniversary Date, an Employee who is on an increment scale shall be advanced on the increment scale as listed in Appendix "A", except where the Employee is absent without pay for reasons other than Pregnancy, Parental and Adoption Leaves as set out in Articles 16.07 and 16.08. The Anniversary Date shall be altered in direct relationship to the length of the unpaid absence in excess of one (1) month. The annual increment becomes payable to the Employee on the next regular pay date after the adjustment. The "original Anniversary Date" of full-time and part-time Employees shall be deemed to be the date of the Employee's last increment advancement.

20.03 Payment of Wages

The Employer shall deposit the salaries and wages of an Employee to a financial institution of the Employee's choice. On each pay day, each Employee shall be provided with an itemized statement of wages, overtime, accumulated vacation and other supplementary pay and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement or as authorized in writing by the Employee. Should the pay day fall on Christmas Day, Employees shall be paid the day before.

20.04 Shortfall in Paycheque

If an Employee has a shortfall on their paycheque of more than four (4) hours' pay and it is an emergency for the Employee to have the money, the Employer shall provide the money no later than the end of the next banking day.

20.05 Error in Payment of Wages

If the Employee receives an overpayment in wages or error in deductions of more than eight (8) hours' pay, the Employer shall permit the Employee to pay back the amount in reasonable increments. For amounts less than eight (8) hours' pay, the Employee will repay the amount in one installment.

20.06 Temporary Assignments

(a) When an Employee is temporarily assigned by the Employer to perform work in a classification inside or outside the bargaining unit paying a higher rate, they shall receive the rate for the higher classification.

(b) When an Employee is temporarily assigned by the Employer to a position paying a lower rate, their rate shall not be reduced. This does not apply to Employees accepting available shifts of a classification paying a lower rate.

20.07 Transportation Costs

Transportation will be provided by the Employer when Employees have no transportation to their place of residence because they have been performing duties required by the Employer outside of the nursing home and outside their scheduled shift. Any cost must be pre-approved by a supervisor.

20.08 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 June 22,2023, and shall be applicable to all hours worked, including overtime hours worked.

20.09 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 June 22,2023, and shall be applicable for all hours worked, including overtime hours worked.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. A copy of the above mentioned job descriptions shall be forwarded to the Recording Secretary of the Local Union.

21.02 Elimination of Existing Classifications

Existing classifications shall not be eliminated without prior notification of at least sixty (60) calendar days and discussion with the Union.

21.03 Rates of Pay and Job Classification

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

ARTICLE 22 - HEALTH AND SAFETY

22.01 Joint Occupational Health and Safety Committee

(a) A Joint Occupational Health and Safety Committee ("JOHSC") shall be established composed of not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer. The JOHSC shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The chairperson shall alternate every other meeting between Union and management.

(b) Both JOHSC chairpersons will be notified of each Employee accident and/or injury and may investigate same as soon as possible following the accident and/or injury. Recommendations of the co-chairperson shall be made to the JOHSC as soon as possible.

(c) An Employee who is a member of the JOHSC is entitled to such time off from work as is necessary to attend meetings of the JOHSC, to take any training prescribed by the regulations pursuant to the *Occupational Health and Safety Act* and to carry out the Employee's functions as a member of the JOHSC, and such time off is deemed to be work time for which the Employee shall be paid by the Employer at the applicable rate of pay.

22.02 Modified Work Program

The Union and Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured workers to the workplace as soon as possible after a workplace accident for which Workers' Compensation is paid. The Employer will maintain a facility wide plan that recognizes the Employer's responsibility and participation in the effective rehabilitation of injured Employees. The Union and the Employees agree to participate in the Modified Work Program implemented by the Employer.

22.03 Health and Safety - General

The Employer shall make reasonable provisions in respect of the safety and health of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards shall be provided by the Employer and Employees shall be required to use them. The Union and the Employer shall co-operate to the fullest extent possible towards the prevention of accidents and in promotion of safety and health of Employees through the JOHSC.

22.04 The Employer shall provide all Employees working in any unsanitary or potentially hazardous jobs, with the necessary tools, protective equipment and protective clothing required.

22.05 No Employees shall be required to work on any job or operate any piece of equipment until she has received training and instruction.

22.06 Transportation from the workplace to the nearest physician or hospital for Employees requiring medical care as a result of an accident while at work, shall be at the expense of the Employer, unless covered by personal insurance.

22.07 A First Aid Kit shall be located in each unit and/or department. This first aid kit(s) shall be stocked by the Employer and maintained by the JOHSC on a regular basis.

22.08 The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved upon by the agreement of the JOHSC or negotiations with the Union.

22.09 No Employee shall be disciplined for exercising her "Right to Refuse Work" under the Nova Scotia *Occupational Health and Safety Act.*

22.10 Workplace Violence

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

ARTICLE 23 - UNIFORM ALLOWANCE

23.01 The Employer agrees that if Employees are required to wear a uniform of the Employer's choice, the cost of such uniform will be borne by the Employer.

ARTICLE 24 - ACCOMMODATIONS AND BULLETIN BOARDS

24.01 Space shall be provided for Employees to have their meals and keep their clothing.

24.02 The Employer shall provide a designated Bulletin Board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings. The Union shall obtain the approval of the Employer prior to posting any material on the Bulletin Board that may have an adverse effect on residents and staff. The Employer reserves its right to remove any such material.

ARTICLE 25 - DISCHARGE, SUSPENSION, DISCIPLINE AND RESIGNATION

25.01 Suspension or Termination of Employment

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

25.02 Reasons for Suspension or Termination

In the event that an Employee is suspended pending investigation, the Employee shall be notified in writing of the reason for the investigation within twenty-four (24) hours of the suspension. A copy will be sent to the Secretary of the Union.

25.03 Notice of Discipline to Union

Whenever the Employer or her authorized agent deems it necessary to discipline an Employee in a manner indicating that dismissal may follow any further infraction, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall within ten (10) days thereafter, give written particulars of such discipline to the Secretary of the Union, with a copy to the Employee involved.

25.04 Right to Have Shop Steward Present

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel which might be the basis of disciplinary action. The supervisor will give reasonable notice to the Employee to allow the Employee to contact a Shop Steward. There shall be no undue delay in disciplinary action because of the unavailability of a Steward or Union representative.

25.05 Use of Disciplinary Record

The record of an Employee shall not be used against them at any time after twenty-four (24) months, excluding alcohol, drug reasons or alleged resident abuse, following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

25.06 Notice of Resignation

Where possible, it is expected that an Employee will give four (4) weeks written notice prior to resignation, unless mutually satisfactory arrangements are made otherwise.

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 (a) All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights privileges and obligations to the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

(b) All rights and benefits, privileges and working conditions which Employees now enjoy, receive or possess which the Employer has knowledge of, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

(c) In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend that:

(i) Employees shall be credited with all seniority rights with the new Employer;

(ii) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;

(iii) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by Canadian Union of Public Employee members with the new Employer;

(iv) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers;

(v) No Employee shall suffer a loss of employment as a result of a merger.

ARTICLE 27 - PERSONNEL FILES AND PERFORMANCE APPRAISALS

27.01 Access to Personnel File

Upon request, and with at least forty-eight (48) hours' notice, an Employee shall be permitted to view their personnel file in the presence of management. The Employee shall be provided with copies of documents therein upon request. References and appraisals from outside the Employer's workplace shall not be shown to the Employee. Any disagreement as to the inclusion of letters of reprimand or any adverse reports contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

ARTICLE 28 – SUPPLEMENTAL BENEFITS

28.01 Pension

All eligible Employees shall participate in the Nova Scotia Health Employees'

Pension Plan (NSHEPP). Levels of contribution by the Employer and the Employee shall be governed by the Plan.

28.02 The Employer agrees to maintain a group insurance plan (which includes a health benefit plan, AD&D and life insurance) and dental plan during the life of this Agreement for participation by all Full-Time and Regular Part-Time Employees, subject to eligibility requirements. Participation by eligible Full-Time and Regular Part-Time Employees, who have completed their probationary period, is mandatory except as provided by the Plan.

The Employer shall pay sixty-five percent (65%) of the premiums of the 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. The premium cost for the dental plan shall be shared fifty-fifty (50% - 50%) between the Employer and Employee.

The Employee must arrange a time to meet with a representative of the Employer upon eligibility to complete the necessary enrollment forms. Failure to do so within a reasonable time shall result in the Employee being enrolled in a plan as a single participant.

28.03 Where an Employee commences an unpaid leave:

(a) the Employer shall pay its share of the premiums for group insurance benefits for the balance of the month the leave commences; and

(b) after the calendar month in which the leave commences, an Employee may elect to continue group insurance coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premium payable with respect to the Employee, and the Employer will remit the premium to the insurer. The Employee will confirm, in writing, their intent to pay the full cost of the premiums. Failure on the part of the Employee to submit payments by the date premium payments are due, shall result in cancellation of benefits.

28.04 (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 shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

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

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

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

(f) This provision shall not apply to Casual Employees.

(g) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 29 – TECHNOLOGICAL CHANGE

29.01 Notice of Technological Change

Two months before the introduction of any technological change which affects the rights of Employees, conditions of employment, wage rates, or workloads, the Employer shall notify the Union of the proposed change, and the Union shall be provided an opportunity to present the Union's viewpoint.

29.02 Personal Care Workers shall not be responsible for distributing or sorting clothing of/for residents.

ARTICLE 30 - CONTRACTING OUT

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

ARTICLE 31 - NO STRIKE OR LOCKOUT

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

ARTICLE 32 - BENEFIT AND BINDING

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

ARTICLE 33 - TERM OF AGREEMENT

33.01 (a) 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.

(b) Either or both parties will have ninety (90) days from the notice of termination to propose changes to this Agreement. If changes are not proposed within the time limit by either party or if notice of termination as specified in 34.01 is not met, then wages will be the only item for negotiation.

(c) Only the wage rates set out in Schedule "A" are retroactive to November 1, 2020 and only Employees on staff at the date of signing of this Agreement shall be entitled to retroactive pay (except in accordance with Article 34.03).

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

33.03 Retroactive Pay for Terminated Employees

An Employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full

retroactivity of any increase in wages provided the Employee requests the retroactivity of any increase in wages, in writing, within 30 days of the date of signing the Collective Agreement.

DATED this 17 day of July, 2023.

FOR THE UNION:

Kai Vien

Wendalee Brandt

Sandra Li

Rose Dennett

FOR THE EMPLOYER:

Wendy Lit general manager
Maplestone Enhanced Care

Jennifer Clark GM Acting

E Dawson HRBP

APPENDIX "A"

NOTE: All hourly rates are based on 2080 hours. Annual rates are approximate.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: Nov.01-20 Hourly Rate	1.5% Nov.01-20 Approx. Annual Rate	% Increase: Nov.01-21 Hourly Rate	1.5% Nov.01-21 Approx. Annual Rate	Wage Adjustment Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	% Increase: Nov.01-22 Hourly Rate	3.0% Nov.01-22 Approx. Annual Rate	% Increase: Oct.31-23 Hourly Rate	0.5% Oct.31-23 Approx. Annual Rate
Resident Culinary Service 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	$35,243	$17.1979	$35,772	$18.1354	$37,722	$18.6795	$38,853	$18.7729	$39,048
Seamstress	Probationary Rate	$17.0427	$35,449	$17.2986	$35,381	$17.5581	$36,521	$18.4956	$38,471	$19.0504	$39,625	$19.1457	$39,823
	Regular Rate	$17.3325	$36,052	$17.5926	$36,593	$17.8565	$37,142	$18.7940	$39,092	$19.3579	$40,264	$19.4546	$40,466

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: Nov.01-20 Hourly	1.5% Nov.01-20 Approx. Annual Rate	% Increase: Nov.01-21 Hourly	1.5% 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	$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 March 29, 2022 and appears in this wage appendix for retroactivity purposes, only.**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: Nov.01-20 Hourly Rate	1.5% Nov.01-20 Approx. Annual Rate	% Increase: Nov.01-21 Hourly Rate	1.5% Nov.01-21 Approx. Annual Rate	% Increase: Nov.01-22 Hourly Rate	3.0% Nov.01-22 Approx. Annual Rate	% Increase: Oct.31-23 Hourly Rate	0.5% Oct.31-23 Approx. Annual Rate
Uncertified CCA	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 "Uncertified CCA" as per the MOA re: CCAs, signed March 29, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: Nov.01-20 Hourly Rate	1.5% Nov.01-20 Approx. Annual Rate	% Increase: Nov.01-21 Hourly Rate	1.5% Nov.01-21 Approx. Annual Rate	Wage Adjustment Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	% Increase: Nov.01-22 Hourly Rate	3.0% Nov.01-22 Approx. Annual Rate	% Increase: Oct.31-23 Hourly Rate	0.5% Oct.31-23 Approx. Annual Rate
PCW II / CCA (with course)	Start	$17.5621	$36,529	$17.8255	$37,077	$18.0928	$37,633	$21.4712	$44,660	$22.1153	$46,000	$22.2259	$46,230
	After 1 year	$17.9157	$37,265	$18.1844	$37,824	$18.4572	$38,391	$21.9096	$45,572	$22.5669	$46,939	$22.6797	$47,174
	After 2 years	$18.2687	$37,999	$18.5428	$38,569	$18.8209	$39,147	$22.3567	$46,502	$23.0274	$47,897	$23.1426	$48,137
	After 3 years	$18.6097	$38,708	$18.8887	$39,288	$19.1720	$39,878	$22.8130	$47,451	$23.4974	$48,875	$23.6149	$49,119
	After 4 years	$18.9633	$39,443	$19.2476	$40,035	$19.5364	$40,636	$23.2784	$48,419	$23.9767	$49,872	$24.0966	$50,121

				% Increase:	1.5%	% Increase:	1.5%	% Increase:	3.0%	% Increase:	0.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	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/CCA course)	Probationary Rate	$18.1245	$37,699	$18.3963	$38,264	$18.6723	$38,838	$19.2325	$40,004	$19.3286	$40,204
	Regular Rate	$18.4323	$38,340	$18.7090	$38,915	$18.9896	$39,498	$19.5593	$40,683	$19.6571	$40,887
	After 1 year	$18.8093	$39,124	$19.0915	$39,710	$19.3779	$40,306	$19.9592	$41,515	$20.0590	$41,723
	After 2 years	$19.1929	$39,921	$19.4808	$40,520	$19.7730	$41,128	$20.3662	$42,362	$20.4680	$42,574
	After 3 years	$19.5841	$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	$20.2836	$42,190	$20.5878	$42,823	$21.2055	$44,107	$21.3115	$44,328
Physio Assistant (with PCW/CCA 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
	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	$21.0704	$43,827	$21.3866	$44,484	$21.7074	$45,151	$22.3586	$46,506	$22.4704	$46,739

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: Nov 1, 2020 Hourly Rate	1.5% Nov 1, 2020 Approx. Annual Rate	% Increase: Nov 1, 2021 Hourly Rate	1.5% Nov 1, 2021 Approx. Annual Rate	% Increase: Nov 1, 2022 Hourly Rate	3.0% Nov 1, 2022 Approx. Annual Rate	% Increase: Oct 31, 2023 Hourly Rate	0.5% Oct 31, 2023 Approx. Annual Rate
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 (2 Year Community College Diploma - Recreation)	Probationary Rate	$19.6375	$40,840	$19.9292	$41,453	$20.2282	$42,075	$20.8350	$43,337	$20.9392	$43,554
	Regular Rate	$19.9689	$41,535	$20.2684	$42,158	$20.5724	$42,791	$21.1896	$44,074	$21.2955	$44,295
Activity Worker (University Degree - Recreation)	After 1 year	$20.5848	$42,817	$20.8937	$43,459	$21.2071	$44,111	$21.8433	$45,434	$21.9525	$45,661
	After 2 years	$21.2598	$44,220	$21.5787	$44,884	$21.9024	$45,557	$22.5595	$46,924	$22.6723	$47,158
	After 3 years	$21.9347	$45,624	$22.2638	$46,309	$22.5977	$47,003	$23.2756	$48,413	$23.3920	$48,655
	After 4 years	$22.6097	$47,028	$22.9488	$47,734	$23.2930	$48,450	$23.9918	$49,903	$24.1118	$50,153
Physio Assistant (with diploma) ***	Probationary Rate	$19.8383	$41,264	$20.1358	$41,883	$20.4379	$42,511	$21.0510	$43,786	$21.1563	$44,005
	Regular Rate	$20.1754	$41,965	$20.4779	$42,594	$20.7851	$43,233	$21.4086	$44,530	$21.5157	$44,753
Physio Assistant (with degree - Kinesiology) ***	After 1 year	$20.7621	$43,185	$21.0734	$43,833	$21.3895	$44,490	$22.0312	$45,825	$22.1413	$46,054
	After 2 years	$21.3891	$44,489	$21.7100	$45,157	$22.0356	$45,834	$22.6967	$47,209	$22.8102	$47,445
	After 3 years	$22.1229	$46,016	$22.4547	$46,706	$22.7916	$47,406	$23.4753	$48,829	$23.5927	$49,073
	After 4 years	$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

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: Nov.01-20 Hourly Rate	1.5% Nov.01-20 Approx. Annual Rate	% Increase: Nov.01-21 Hourly Rate	1.5% Nov.01-21 Approx. Annual Rate	% Increase: Nov.01-22 Hourly Rate	3.0% Nov.01-22 Approx. Annual Rate	DOR Hourly Rate	DOR Approx. Annual Rate	% Increase: Oct.31-23 Hourly Rate	0.5% 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..682	$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.

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"

MEMORANDUM OF AGREEMENT - 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 Relief 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 the LPN works or may choose to take voluntarily regardless of the location or service the LPN works. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

F.E-LEARNING (5 POINTS)

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

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

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

MEMORANDUM OF AGREEMENT
Arborstone Enhanced Care and CUPE, Local 2784
Maplestone Enhanced Care and CUPE, Local 1416

Supplemental Benefit Plan

If requested by the Union, the parties agree to meet prior to re-tendering to review the current supplemental benefit plan and also to discuss concerns and issues. The Employer will notify the Union at least three (3) months prior to the re-tendering of the plan. It is acknowledged by the parties that the supplemental plans do include participants other than members of this CUPE local and accordingly the parties are willing to meet with other interested parties.

MEMORANDUM OF AGREEMENT
Arborstone Enhanced Care and CUPE, Local 2784
Maplestone Enhanced Care and CUPE, Local 1416

Specialist Appointments

For purposes of clarity, "specialist appointment" includes time sensitive testing or other appointments directed by a specialist that cannot be accommodated by other arrangements including changes to the schedule and shift swaps. Employees are required to notify the OHN immediately when they are requesting time to ensure that there is a discussion about whether alternative arrangements can be made.

LETTER OF UNDERSTANDING
Arborstone Enhanced Care and CUPE, Local 2784
Maplestone Enhanced Care and CUPE, Local 1416

Joint Provincial Committee – WCB

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

Top Up Supplement on Benefits

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (herein after referred to as "TERB") received by WCB to the net pre accident earning.

2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.

3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

Waiting Period

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.

5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2 day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the 2 days, the Employer will adjust the payment entitlements in accordance with the collective agreement language.

6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two day waiting period.

7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.

8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in their sick leave bank and the total hours or dollars of sick time used to provide top up during his or her absence on WCB.

MEMORANDUM OF AGREEMENT
Arborstone Enhanced Care and CUPE, Local 2784
Maplestone Enhanced Care and CUPE, Local 1416

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.

MEMORANDUM OF AGREEMENT
Long-Term Care Assistant- Classification

BETWEEN

Shannex Incorporated

(collectively the "the Employer")

-and-

The Canadian Union of Public Employees, (Maplestone Local 1416 & Arborstone Local 2784)

("Local 1416 and Local 2784")

WHEREAS the Parties have recognized that there are new workload pressures on the workforce Long-Term Care Facilities in Nova Scotia due to measures implemented to reduce the risk of exposure and infection during the Covid-19 pandemic;

AND WHEREAS the Employer has decided to add Long-Term Care Assistant (LTCA) positions at the Long-Term Care Facilities it operates as a temporary measure to mitigate the strain and pressures on its workforce resulting from the additional COVID-19 measures;

AND WHEREAS the Employer acknowledges that these LTCA positions are bargaining unit positions, and that Canadian Union of Public Employees, Local 1416 and Local 2784, is the certified bargaining agent;

AND WHEREAS the Parties have agreed to the rate of compensation applicable to the LTCA classification when hired at a long-term care facility operated by the Employer, the terms of which they wish to set out in writing in this Memorandum of Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Effective December 17, 2020, the LTCA classification shall be paid at the same wage rate across all long-term care homes operated by the Employer, which rates shall be as follows:

   a) The probationary rate shall be $16.41/hour; and
   b) The regular rate shall be $16.69/hour.

   The LTCA classification will be subject to the same increment and special adjustments that are identified in Appendix A as are applicable to the classification of Environmental Services Worker.

2. There shall be no retroactive application of these rates for hours worked before December 17,2020.

3. The Employer does not intend to hire LTCAs on a permanent basis, nor as a replacement for or in lieu of any vacant Continuing Care Assistant ("CCA") positions. The addition of LTCA positions by the Employer has been for the purpose of

supporting the work of the bargaining unit generally, and specifically to address workload pressures arising from additional work related to COVID-19 and mitigating risks related to COVID-19 in long-term care.

4. Employees in LTCA positions, and those hired on or after the effective date of December 17, 2020, are required by the Employer to perform duties specific to COVID-19, including but not limited to: active screening of all entrants to the facility, temperature checks, and assisting residents with visits, whether online or in person. The Employer may also assign the LTCA position job duties as outlined in the LTCA job description approved by the Department of Health and Wellness which is attached as Appendix "A".

5. To the extent that some of the job duties of the LTCA may overlap with the job duties of the CCA position, the LTCA may be directed to perform that work provided it is work identified within Appendix "A". In no event shall the LTCA position be required to provide personal care to residents.

6. Nothing in this MOA shall be deemed to impose an obligation on the Employer to hire LTCA positions on a permanent or temporary basis in future. The LTCA positions can be cancelled at any time at the sole discretion of the Employer or at any time if approval for use of the positions from the Department of Health and Wellness ceases.

7. The Union will withdraw all outstanding grievances against the Employer on the issue of compensation for LTCAs.

8. This Memorandum of Agreement is made on a without precedent and without prejudice basis to any other matter and may be relied upon only to enforce the terms of this Agreement itself.