Valley View Villa

A Caring Community

CUPE·SCFP | Canadian Union of Public Employees
Syndicat canadien de la fonction publique

COLLECTIVE AGREEMENT

BETWEEN

RIVERTON GUEST HOME CORPORATION
(VALLEY VIEW VILLA)

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(UNION LOCAL 2330)

Term of the Agreement:
(November 1, 2020 - October 31, 2023)

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ARTICLE 1 - PREAMBLE & PURPOSE

1.00 Preamble

Recognizing common dependence and interest of the Employer and employees in the welfare of the Institution and recognizing further their relationship of goodwill and mutual respect between the Employer and the employees can contribute greatly to the maintenance, increasing the efficiency of that welfare, the parties to this contract have joined together in the following agreement.

1.01 Purpose

(a) The declared purpose of both Parties to this Agreement is for the purpose:

i) to promote and maintain harmonious relationships between the Employer and employees.

ii) to define more clearly wages and conditions of employment with an amicable method of settling grievances or differences which may from time to time arise.

iii) to promote the mutual interests of Employer and employees; and, to provide for the carrying on of the aims and objectives of the Institution under methods which will further to the fullest extent the safety and welfare of employees, together with efficiency and economy of operations and services to the residents.

(b) It is recognized to be the duty of both parties to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 2 - UNION RECOGNITION

2.00 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 2330, as the sole Collective Bargaining Agent of the employees and agrees to meet with representatives from the Canadian Union of Public Employees, Local 2330, for the purpose of carrying out the terms of this Agreement.

2.01 Bargaining Unit

Persons excluded from the bargaining unit shall not perform any jobs which are included in the bargaining unit except in cases mutually agreed between the parties. Present and to-date practices and policies are accepted. No changes to be implemented without consultation between the Union and management.

2.02 Union Representation

The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievance and all other dealing with the Employer. The representative shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

2.03 List of Officers and Representatives

The Union shall provide the Administrator with a list of all officers and representatives of the Union and shall also advise of any additions and deletions to the list.

2.04 New Employees

All new employees shall become members of the Union after the completion of the probationary period.

2.05 Acquaint New Employees

(a) 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 the Union Security and Dues Check-Off and will introduce the employee to the Site Representatives.

(b) An officer of the Union shall be given an opportunity to interview each new employee within regular hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

2.06 Designated Bulletin Boards

The Union will be permitted to post notices of meetings and other meetings of interest to the members on a bulletin board provided for that purpose in an appropriate place on the Employer's property, provided that all such notices are signed by a Union Official.

2.07 No Agreements Required

No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer, which may conflict with the terms of this contract.

ARTICLE 3 - MANAGEMENT RIGHTS

3.00 Rights of the Employer

(a) The Union agrees that it is the right of the Employer to manage the facility in which it is engaged and without limiting the generality of the foregoing. The Employer shall have the right to:

i) maintain order, discipline and efficiency;

ii) to operate and manage its business and direct the workforce in accordance with its commitments and responsibilities;

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

iv) to determine the qualifications, select, hire, transfer, promote, demote, layoff, suspend and discharge or otherwise discipline an employee for just cause and to increase and decrease working forces;

v) to maintain reasonable rules and regulations to be observed by all employees;

vi) all matters concerning the operation of the Employer's business not specifically dealt with herein, shall be reserved to be the Management's sole responsibility;

vii) the exercise of the foregoing rights shall not supersede the other specific provisions of the Agreement, and this clause shall not prevent the processing of grievances.

(b) The Employer agrees that Management's rights referred to in this Article shall be exercised in a manner fairly and reasonably and consistent with the terms of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.00 No Discrimination

The Employer, its servants and agents 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, layoff, discipline, discharge, or otherwise by reason of race, sex, marital status, nor by reason of their membership in a labour union.

ARTICLE 5 - DEFINITIONS

5.00 "Gender"

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

5.01 "Full-Time Employee"

means an Employee who, having completed the probationary period of four hundred (400) worked hours and works on a Full-Time schedule basis.

5.02 "Permanent Part-Time Employee"

A Permanent part-time employee is an employee who has completed the probationary period of four hundred (400) worked hours and who is regularly scheduled to work on a basis less than a full-time employee. A permanent part-time employee shall receive benefits of employment spelled out in this contract on a proportionate basis to time worked unless otherwise specified.

5.03 "Casual Employee"

is an employee who has successfully completed the probationary period and who works on a on a day-to-day basis as required. Unless otherwise stated in the body of the Collective Agreement, the benefits under this agreement do not apply to Casual Employees. In lieu of benefits, Casual Employees shall receive an additional 11% of pay for all hours worked.

5.04 "Probationary Period"

means the **first four hundred (400)** Hours Worked.

5.05 "Temporary Vacancy "

is a vacant position for a designated period in excess of four (4) months

5.06 "Day"or "Holiday"

includes only for those shifts which commence on the calender date of the Day or Holiday.

5.07 "Business Day"

means Monday to Friday excluding Holidays.

5.08 "Union"

means the Canadian Union of Public Employees local 2330.

5.09 "Employer"

means Riverton Guest Home Corporation (Valley View Villa) and includes any agents or representatives it may appoint.

5.10 "Mutually Agreed"

means a Temporary Agreement between a employee and the Employer.

5.11 "Mutually Agreed between the Parties"

means a Written Agreement between the Employer and the Union.

5.12 "Spouse"

means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex spouse for the purposes of this Agreement.

5.13 "Regular Hourly Rate"

means the annual salary rate divided by two thousand and eighty (2080).

5.14 "Date of Hire"

means the date on which an employee becomes a member of the Bargaining Unit. In the event that an employee becomes a member of the bargaining unit contiguous with the probationary period, then the employee's date of hire will be set from the beginning of the probationary period.

5.15 "Date of Employment"

means the date on which a worker is continuously employed by the Employer.

5.16 "Increment Advancement Date"

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

5.17 "Employment Status"

means an Employee's job defined as a percentage of full-time hours as set out in the appointment letter.

ARTICLE 6- UNION REPRESENTATION & UNION LEAVES

6.00 Right to Union Representation

The Union will appoint and the Employer will recognize a Grievance Committee consisting of three (3) members representing all employees within the scope of this Agreement to deal with complaints and grievances.

6.01 Permission to Leave Work

The Employer agrees that the Stewards shall not be unduly hindered in the performance of their duties. The Union recognizes that each Steward is employed by the Employer and will not leave work during working hours without first obtaining the permission of the supervisor, which permission shall not be unreasonably withheld.

6.02 Discharge, Suspension and Discipline

(a) An Employee shall be advised of their right to have a shop steward present at a meeting called for disciplinary purposes and in those cases when employees refuse representation, the Union shall be advised of the results of any such meeting.

(b) In the event the Employer initiates a disciplinary action against an employee who has completed the probationary period and which may result in the suspension or discharge of that employee, such employee shall, within five (5) working days of the event given rise to disciplinary action being taken, be notified in writing of the action, provided that the Supervisor or Administrator are not away on annual vacation or leave of absence.

6.03 Leave of Absence for Union Business

(a) Upon the request of the Executive Committee and subject to reasonable advance written notice being given, up to three (3) employees may receive leave of absence without pay to attend to legitimate local union business, subject however to the requirements of the Employer. Not more than one (1) of these employees will be from a particular department or nursing unit. Such request shall not be unreasonably withheld.

(b) Upon the request of the Executive Committee and subject to reasonable advance written notice being given, up to three (3) employees authorized to represent Local 2330 at any three (3) labour conventions in any one (1) year, may receive leave of absence without pay, subject however to the requirements of the Employer. Not more than one (1) of these employees will be from a

particular department or nursing unit. Such request shall not be unreasonably withheld.

6.04 Pay Continuation & Reimbursement

It is agreed between the Employer and the Union that the Employer will pay an employee's lost wages and benefits when said employee is off work on Employer approved Union leave with an approved Union Activities Request Form. The Employer will forward an invoice to the Secretary-Treasurer of Local 2330. The Union agrees to reimburse the Employer within thirty (30) days of invoice being supplied, of all costs relating to the wages and benefits for the time off.

ARTICLE 7 - UNION DUES & CHECK OFF

7.00 Deduction of Dues

Employees shall have dues deducted bi-weekly from their salary in the amount determined by the Union.

7.01 Submission of Dues

Union dues deductions shall be forwarded to the Secretary-Treasurer of the Union no later than the 10th day of the month following accompanied by a list of the names and job titles/classifications of the Employees from whose earnings the deductions were made as well as the Employees appointment status (including if on leave or WCB), last known mailing address, listed telephone numbers (landline and cell) and personal email address.

7.02 Annual Statement

On the Income Tax (T4) slips of each employee, the Employer shall indicate the amount of union dues paid in the previous year.

7.03 Employer Indemnity

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of action taken by it for the purpose of complying with the provisions of this Article.

ARTICLE 8 - SENIORITY

8.00 Seniority Defined

(a) Seniority for full-time and permanent part time employees shall be established on the basis of the date of hire and operate on a bargaining unit wide basis.

(b) When two or more persons are engaged on the same day, seniority will be established in the order in which they were engaged.

(c) Full-time employees will gain one (1) year's seniority per calendar year.

(d) Casual employees will accrue seniority based on regular hours paid. A casual employee who attains regular hours paid equaling 90% of a full-time employee status (1872 regular hours paid) in a calendar year will be credited one year of seniority. Casual Seniority shall be maintained on a separate seniority list for the purposes of applying for permanent positions.

8.01 Seniority Roster

(a) A seniority roster of all employees covered by this Agreement showing name, classification and date of hire shall be revised and posted in January of each year and shall remain posted, and a copy sent to the Union.

(b) A thirty (30) day protest period shall be allowed following such posting. Upon presentation or proof of error by an employee, or the Union, or the Employer, the seniority roster shall be corrected.

ARTICLE 9 - GRIEVANCE & ARBITRATION

9.00 Grievance Defined

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

(b) The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

(c) Where an employee, group of employees, the Union or the Employer files a grievance, the grievance shall be indicated promptly to the other in writing.

(d) After a grievance has been initiated by the Union, the Employer or their representative shall not enter into discussion, negotiations with respect to the grievance either directly or indirectly with the aggrieved employee, without consent of and witnessed by the Union.

9.01 Grievance Procedure

The procedure for processing any grievance shall be as follows:

Step 1: Both parties recognize the benefit of solving differences or disputes as quickly as possible and therefore encourage employees to discuss such issues with their immediate supervisor within five (5) business days of the event giving rise to the difference or dispute. If this discussion does not resolve this issue, it may be referred to Step 2, within five (5) days of the discussion.

Step 2: Failing the resolution of the matter at the discussion stage in Step 1, the grievance shall be submitted to the Director in writing on a grievance form giving details of the alleged violation, the article(s) violated and the redress sought Within five (5) business days of receipt of the grievance, the Site Representative , Grievor and Shop Steward shall meet with the Director to discuss the grievance. The Director shall reply in writing within five (5) business days following the meeting.

Step 3 If the reply at Step 2 is not satisfactory, the grievance may be forwarded within a further five (5) days to the to the Administrator. The Administrator shall have a meeting with the Grievor and representatives of the Union within five (5) business days of receiving the grievance and shall render the written decision within five (5) business days of the meeting. If the reply is not satisfactory, the Union may, within twenty (20) additional business days , give written notice of its intention to refer the grievance to arbitration as provided for elsewhere in this Agreement.

9.02 Accelerated Steps

The following types of grievances may commence directly at Step 3:

(a) grievances related to suspensions and / or discharge;

(b) grievances where a dispute involves a question of general application or interpretation of the Collective Agreement.

(c) Policy Grievances or grievances involving a group of employees or the Union.

(d) Grievances concerning layoffs and recalls

9.03 Grievance by the Employer

Any grievance of the Employer shall be referred in writing to the Union's Grievance Committee within five (5) business days of the occurrence of the circumstances giving rise to the grievance and the Grievance Committee shall meet within five (5) business days thereafter with the Administrator to consider the grievance. If final settlement of the grievance is not completed within five (5) business days of such meeting, the Employer may submit the grievance to arbitration by giving notice to the Grievance Committee within five (5) business days thereafter.

9.04 Time Limits

If a complaint is not submitted to arbitration or advanced from one step to another within the time limit specified in this Article, or the time limit is not mutually agreed between the parties to be extended, the Employer may refuse to process or adjust any grievance which has not progressed within the time limits required by this Article.

9.05 Grievance Settlements

Any settlement of a grievance under this procedure shall be final and binding upon the Employer, and the Union if signed by the Grievor at the time of settlement.

9.06 Selection of Arbitrator

(a) In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator unless it is mutually agreed between the parties that the case should be heard by a three (3) person Board of Arbitration.

(b) A single Arbitrator shall be selected within ten (10) business days of the receipt of the notice of arbitration. In the event of failure to agree, the Minister of Labour of the Province of Nova Scotia may, upon the application of either Party, shall appoint an Arbitrator.

9.07 Selection of the Arbitration Board

The Arbitration Board shall be selected as follows:

(a) within ten (10) days of the receipt of the notice of arbitration, the Employer and the Union shall each appoint a member of the Arbitration Board and shall advise the other party of the appointee.

(b) the two appointees shall, within ten (10) business days of the appointment of the second of them, agree upon a Chairman.

(c) If the Employer or the Union failed to appoint a nominee, or if the two nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour upon the request of either Party.

9.08 Rendering Arbitration Decision

After an Arbitrator or Board of Arbitration is chosen, the Arbitrator or Chairman shall convene a meeting to hear evidence from both parties with respect to the matter in dispute. Within fifteen (15) days of the hearing, a decision shall be rendered which shall be final and binding on the parties.

9.09 Decision of the Board

(a) The decision of the Arbitrator or the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

(b) The decision of the Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed.

(c) The Arbitrator or Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make decisions contrary to the provisions of this Agreement.

(d) Whenever the incident causing the grievance includes a loss of earnings or loss of benefits, the arbitrator or arbitration board, as the case may be, is empowered to order that such loss or part of such loss shall be reimbursed or restored to the employee(s).

(e) In cases involving alleged offenses under the Criminal Code, whereby the offense has placed the Home or residents at risk, and where a decision is rendered by the Court, that decisions shall not be altered by virtue of an arbitration hearing. If the employee is found guilty under the Criminal Code, then the Board or Arbitrator cannot order reinstatement.

9.10 Arbitration Fees

Each Party shall pay the fees and expenses for the Arbitrator it appoints and/or one-half (½) for the Chairman or single Arbitrator.

ARTICLE 10 - LAYOFF & RECALL

10.00 Definition of Layoff

A layoff shall be defined as a reduction of the workforce or a reduction in the regular hours of work for a permanent full-time or permanent part-time employee. Employees may be laid off because of shortage of work or funds, the discontinuance of work or the reorganization of work.

10.01 Affected Employees

In the event of a layoff, affected employees within a classification and area shall be laid off.

10.02 Displacement

(a) An employee subject to a lay off who chooses to exercise seniority rights must displace the least senior employee in the current classification. If the laid off employee is the least senior employee in their classification, that employee may exercise seniority rights to displace the least senior employee in any other classification in the bargaining unit, including a classification paying a higher hourly rate, provided the laid off employee is otherwise qualified for that classification. A laid off employee cannot displace an employee with a greater number of regular hours, however they can displace an employee with the same or less regular hours.

(b) Any employee laid off due to a senior laid off employee exercising displacement rights shall then be entitled to the lay-off procedure.

(c) It is understood that the least senior employee in a classification will be interpreted to mean the least senior employee who has the same employment status as the laid off employee.

10.03 Rights of Recall

During the recall period, and subject to **Article 9.01**, laid off employees shall have a right to be recalled to permanent positions for which the laid off employee is qualified. No new employees shall be hired until those laid off employees who are qualified have been given the opportunity for recall.

10.04 Maximum Recall Period

The maximum recall period shall be twelve (12) calendar months from the date of the layoff.

10.05 Order of Recall

Laid off employees shall be recalled in order of seniority.

10.06 Current Address

Laid off employees are responsible for leaving their current address and telephone number with the Employer.

10.07 Recall Notification

A laid off employee shall be notified of the opportunity for recall in the most expeditious manner possible. Upon notice of recall, the laid off employee must indicate to the Employer within forty-eight (48) hours of receipt of the recall notice, the laid off employee's intention to accept or decline the recall. If the laid off employee accepts the recall, the laid off employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the laid off employee rejects the opportunity for recall into a position, which has at least the same number of hours as their pre-laid off position, the laid off employee's recall period shall end.

10.08 Recall to Less Hours

An employee who accepts recall into a position outside of their original classification or which has less hours than their pre-laid off position, shall continue to have a recall right into their pre-laid off classification and hours for the duration of the twelve (12) month recall period.

10.09 Casual Work after Recall

At the end of the recall period, a laid off employee may apply in writing to continue to work as a casual employee.

10.10 Working During Recall Period

All laid off employees shall indicate to the Employer whether or not the employee is interested in the assignment of day to day shifts during the period of recall. If a laid off employee is interested in the assignment of day to day shifts during the period of recall, the Employer shall assign such shifts to the laid off employee up to their pre- laid off regular hours period prior to assigning to casuals or part-time.

10.11 Grievance on Layoffs and Recall

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 11 - HOURS OF WORK

11.00 Full-Time Employees

The regular hours of work for Full-Time employees shall consist of a combination of defined shifts that averages eighty (80) hours bi-weekly.

11.01 Rest Breaks

Each four (4) hours worked shall include one (1) fifteen (15) minute rest period.

11.02 Meal Breaks

Employees working at least an four hour shift shall also be provided with at least one (1) meal break calculated on the basis of fifteen (15) minutes for each (4) hours worked.

11.03 Work Week

The work week shall be from Sunday to the following Saturday.

11.04 Scheduling Hours of Work

(a) The Hours of work shall be posted four (4) weeks in advance of the schedule to be worked.

(b) The schedule will cover a period of not less than two (2) weeks nor more than four (4) weeks with the exception of the schedule covering summer season and covering the Christmas season which shall normally be posted in accordance with the Vacation Scheduling Article.

(c) It shall be permissible for two Employees to exchange their shifts or days off with the written consent of the Employer.

(d) The Employer shall not be penalized or be required to incur additional costs or risk overtime liabilities by the arrangements set out in Article 11.04 (c) above.

11.05 Overtime Defined

(a) An employee is entitled to be compensated for overtime worked at the rate of (1.5X) time and one half of the regular hourly rate where the Employer requires that:

i) an employee works in excess of the Regular Hours of Work set out in Article 11.00; or

ii) a full-time employee works in excess of the full-time employee's standard shift for that day; or

iii) a part-time employee works in excess of the part-time employee's standard shift for that day where that scheduled shift is at least an eight (8) hour shift.

(b) Notwithstanding paragraph (a), overtime shall not be claimed or paid for less than fifteen (15) minutes at the end of a shift, but if overtime exceeds fifteen (15) minutes, the overtime rates shall apply for the total overtime worked.

(c) Except in extenuating circumstances all overtime must be authorized by the Employer.

(d) Employees required to work overtime in excess of their regularly scheduled shift on a holiday shall receive overtime compensation at the rate of double times (2X) their normal hourly rate of pay.

11.06 Meal During Overtime

The Employer agrees to provide a meal at no cost to an employee who has to work a double shift, or at least four (4) hours beyond their assigned shift.

11.07 Call Back Reporting

(a) When an Employee is required to report back to work on the same day after leaving the premises of the Employer following completion of a shift, the Employee shall be paid a minimum of four (4) hours at straight time rates for the extra time worked or time and one-half for all overtime worked, whichever is greater.

(b) Paragraph (a) shall not apply to a Part-Time and Casual Employee who agrees to work additional shifts unless the time worked in a two (2) week period is in excess of eighty (80) hours in a bi-weekly pay period.

(c) If an employee is called out to work, and no work is available, the employee shall receive four (4) hours of pay at normal or overtime rates whichever should apply.

11.08 Changes to Daylight Savings Time

(a) The changing of daylight saving time to standard time, or vice versa, shall result in Employees being paid for the actual hours worked.

(b) Where an employee is short an hour as a result of the changing of daylight saving time to standard time, or vice versa, the employee can draw the hour from accumulated banked overtime, holiday time or vacation

(c) Nothing in this Article shall result in overtime pay entitlements.

11.09 Permanent Part-time Employees Extra Shifts

(a) All Permanent part-time employees shall indicate to the Employer (on the part-time employee availability form) whether or not the Employee is interested in the assignment of shifts, that are known prior to posting (extra shifts) and that are beyond the permanent part-time employee's employment status up to full-time hours.

(b) A Permanent part-time employee may be assigned extra shifts up to the point of their indicated willingness to work extra shifts based on seniority. If extra shifts still exist after assignment of the extra shift to Permanent part-time employees, as set out above, the employer may offer the extra shift(s) to casual employees.

(c) A Permanent part-time employee is permitted to submit a revised availability form indicating availability by March 1st for the May 1st to October 31st period and by September 1st for the November 1st to April 30th period.

11.10 Assignment of Relief Shifts

When relief shifts become available (after a shift schedule has been posted) such relief shifts will be assigned as equitably as possible to Permanent part-time employees and casual employees.

ARTICLE 12 - POSTING VACANCIES

12.00 Posting Vacancies

(a) A notice shall be posted where the Employer determines that:

i) A regular vacancy exists; or

ii) A new position is created; or

iii) A temporary vacancy exists;

(b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.

(c) Interested parties must make written application within the period specified in the notice.

12.01 No Outside Advertising

No outside advertising for any vacancy shall be placed until the applications of present union members have been fully considered.

12.02 Notice of Posting

The notice of posting shall indicate the classification and status of the position and the qualifications required. Such qualifications shall not be established in an arbitrary or discriminatory manner.

12.03 Union Notification

The Employer shall notify the Union of staffing changes as a result of this section.

12.04 Role of Seniority

(a) Seniority will be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall. Where ability, education, work experience are equal, seniority will prevail.

(b) Both parties recognize the principle of the opportunity of promotion within the service of the Employer, and length of service should assist in job opportunity. Therefore, in making staff changes within union classifications, that is, transfers or promotions, appointment will be made on the basis of seniority if the applicant is qualified and able to meet the requirements and suitability set by the Employer in **Article 12.06.**

(c) The Employer reserves the right to alter educational requirements so as to allow for work experience and on-the-job training to assist in the promotion of its staff.

12.05 Reverting to Former Position

(a) Any employee filling a temporary vacancy must complete at least sixty (60) days of the time posted before being eligible for any other, excepting permanent posted vacancies or temporary vacancies of greater length.

(b) Regular employees who are selected for temporary vacancies shall revert to their former position and status upon completion of the temporary work.

12.06 Trial Period

The successful applicant shall be placed on trial for the greater period of four hundred (400) Hours Worked during which time the employee will receive the necessary training for the position. The placement shall be conditional on satisfactory job performance. In the event the Employer determines that the successful applicant proves to be unsatisfactory in the performance of the duties of the new position or the employee chooses to return to their former position during this period, then the employee shall be returned to their former position and wage rate without loss of seniority. Any other employee promoted or transferred because of this arrangement shall also be returned to their former position.

12.07 On-the-Job Training

(a) The Employer shall also consider employees who have in-house on-the-job training, but are not totally qualified. On-the-job training is recognized as experienced gained by working in the position posted within the employ of the current employer.

(b) The Employer shall continue the past practice of on-the-job training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

(c) It is agreed that transfers shall be on a voluntary basis and due consideration shall be given to the ability and seniority of the employee making application for transfer.

12.08 Diversity

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

(b) Vacancies and positions referred to in Article 12 may 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 designated under-represented group will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be re-posted in accordance with Article 12.

ARTICLE 13 – PROBATIONARY PERIOD

13.00 Probationary Period

(a) Upon employment, all newly hired workers shall be required to serve the Probationary Period.

(b) Until a worker successfully completes the probationary period, the worker shall have no seniority and are not entitled to Union protection and shall have no access to the grievance procedures.

(c) After the successful completion of the Probationary Period, seniority shall be established on date of hire.

ARTICLE 14 – LOSS OF SENIORITY & EMPLOYMENT

14.00 Loss Of Seniority and Employment

An employee shall not lose seniority if absent from work because of paid sick leave, short term disability, Worker's Compensation, layoff or leave approved by the Employer. An employee shall cease to be an employee and thus forfeit seniority rights and employment in the event that such employee:

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

(b) resigns in writing and does not withdraw the resignation within two (2) days;

(c) is absent from work in excess of five (5) business days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible;

(d) fails to return to work within eight (8) calendar days following a layoff and after being notified by Registered Mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work or employment of one (1) month or less at a time when employed elsewhere, shall not lose recall rights for refusal to return to work.

(e) is laid off for a period longer than twelve (12) months.

(f) fails to return from an authorized leave of absence or takes other employment

fraudulently while on an authorized leave of absence.

(g) retires from employment.

ARTICLE 15 - VACATIONS

15.00 Vacation Entitlements

(a) Service is defined as the length of time spent in the Bargaining Unit from the employee's last date of hire in the Bargaining Unit. Service shall be used to determine vacation entitlement in accordance with this Article. However, if an employee is on a leave of absence, the employee shall only be entitled to move up vacation entitlements to a maximum of one (1) year.

(b) Length of Vacations

i) Less than one (1) year of service at the rate of one (1) day for each twenty-four (24) days worked.

ii) Over one (1) year but less than four (4) years at the rate often (10) working days.

iii) Over four (4) years but less than eight (8) years at the rate of fifteen (15) working days.

iv) Over eight (8) years but less than twelve (12) years at the rate of twenty (20) working days.

v) Over twelve (12) years of service at the rate of twenty-five (25) working days.

vi) After fifteen (15) years of service one (1) additional day for each sixteen (16) through twenty (20) years of service to a maximum of thirty (30) days.

15.01 Vacation for Permanent Part-Time Employees

Permanent part-time employees are to receive vacation days on a proportionate basis to a full-time employee. That is, a Permanent part-time employee who has four (4) years of service and works fifty percent (50%) of a full-time employee will receive seven and one-half (7½) working days.

15.02 Vacation Scheduling

(a) The Employer will post a list of Employee vacation entitlements no later than April 15th of each year.

(b) Employees may request their preference for summer vacation time off provided such requests are made no later than May 1st of each year. Where a conflict arises between the requested vacation period of two or more Employees made prior to May 1st of each year, the conflict will be resolved on the basis of seniority.

(c) For scheduling vacation time off other than summer vacation time off, the Employer shall make a reasonable effort to accommodate the request for vacation leave subject to operational requirements. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of first come first served.

(d) Generally, no vacations will be scheduled between **December 15th and January 15th** unless in extenuating circumstances approved by the Employer, keeping in mind the proper operation of the facility.

(e) The Employer will post a summer vacation schedule no later than May 15th of each year.

(f) As far as possible vacations shall be scheduled between June and October in a manner that will least interfere with the efficient operation of the Home.

15.03 Annual Vacation Cut Off Date

The cut off date for using accumulated vacation credits shall be at the end of the last pay period in March of each year.

15.04 Vacation Accumulation

The Vacation Year shall be April 1st to March 31st. Employees shall accumulate vacation credits in accordance with **Article 15.00** in one Vacation Year and utilize those vacation credits in the next Vacation Year.

15.05 Illness Prior or During Vacation

Instances where it can be established by any employee that a serious illness or accident confined the employee to bed for a period greater than five (5) days under a Medical Doctor's order prior to going on scheduled vacation, the vacation time will be rescheduled. If, during the vacation period and the Doctor confirms in writing that the

employee is confined to bed and is unable to carry out work or household duties, the vacation time loss shall be rescheduled; that is not intended to cover minor ailments. The employee must present a doctor's certificate that establishes the employee was hospitalized in which case the Employer will reschedule those vacation days for which the employee was hospitalized.

15.06 Vacation Pay Advance

Vacation pay to be payable on start of vacation if so requested.

15.07 Holidays Falling within Vacation

If one of the holidays as listed in **Article 16.00,** should occur during an employee's annual vacation period, an extra day with pay shall be added to such vacation period, if requested or the holiday may be accumulated.

15.08 Vacation Accumulation While on Paid Sick Leave

For the purposes of vacation entitlement, a day for which an employee is in receipt of paid sick leave shall be considered a "day worked" in accordance with **Article 15.00 (a).**

ARTICLE 16 - HOLIDAYS

16.00 Holidays

(a) The following shall be recognized as Holidays:

1. New Year's Day
2. Heritage Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. July 1st
7. 1st. Monday in August
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day
13. Truth & Reconciliation Day

(b) One (1) additional holiday to be granted as proclaimed by Federal, Provincial or County of Pictou Municipal Government.

(c) All employees, who in 1990 and subsequent years have used five (5) or fewer sick days, will be given an additional holiday for their use. Such holiday to be worked out by as mutually agreed between the parties.

16.01 Holiday Pay

(a) Full-Time Employees are entitled to eight (8) hours holiday pay for each of the recognized holidays in Article 13.01.

(b) Permanent Part-time Employees are entitled to holiday pay for each of the foregoing recognized holidays on a proportionate basis to time worked as set out in Article 5.02.

16.02 Hours Worked during Holidays

(a) Employees required to work on the foregoing recognized holidays shall be paid at the rate of time and one-half (1.5 x).

(b) Employees required to work on any of the foregoing recognized holidays, may request to be paid out the holiday or scheduled a banked holiday on an alternate day mutually agreed between the Employee and the Employer.

(c) Employees required to work overtime in excess of their regularly scheduled shift on a holiday shall receive overtime compensation at the rate of double times (2X) their normal hourly rate of pay.

16.03 Scheduling Holiday

(a) Accumulated paid holiday leave credits shall be scheduled as paid hours off at a time mutually agreed.

(b) An employee shall have Christmas Day or New Year's Day off unless otherwise mutually agreed. Where operationally possible, Employees with banked accrued holiday hours and who are scheduled Christmas or New Year's Day off may also schedule adjacent leave days for December 24th or December 31st. Under no circumstances will this article require the Employer to incur overtime.

(c) Holidays can only be scheduled after they are earned, except for Christmas Day, Boxing Day and New Year's Day.

16.04 Maximum Holiday Accumulation

Employees may be permitted to carry an accumulation of up to sixty-four (64) accrued Holiday hours into the next fiscal year.

16.05 Paid Sick Leave on Holidays

(a) A full-time employee off on a paid sick leave on the day of a holiday shall be entitled to take a day in lieu of the holiday at a later date as mutually agreed. A part-time employee off on a paid sick leave on the day of a holiday shall be entitled to take a pro-rated day in lieu of the holiday at a later date as mutually agreed.

(b) When an employee has scheduled a holiday from accumulated credits and is sick prior and during the scheduled day, the employee shall be permitted to cancel and reschedule the holiday at a later date.

ARTICLE 17 – SICK LEAVE

17.00 Sick Leave Defined

Sick leave means the period of time any employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

17.01 Annual Paid Sick Leave

(a) Full Time Employee shall accrue sixteen (16) sick leave hours per month to a maximum accrual of one hundred and ninety two (192) sick leave hours per year to a maximum accrual bank limit of thirteen hundred and sixty (1360) sick leave hours.

(b) Employees who have two (2) sicknesses in a twelve (12) month period shall not lose the first day's pay if eligible. All sicknesses in excess of two (2), the first day shall be without pay unless the employee has fifty (50) days accumulated sick leave at the beginning of the contract year.

(c) The employee shall advise the supervisor prior to scheduled shift if unable to attend work.

(d) Abuse of sick leave may be grounds for disciplinary action up to and including discharge.

17.02 Regular Attendance at Work

The Union agrees to cooperate fully in the promotion of punctuality and elimination of tardiness.

17.03 Statement of Sick Leave Credits

The Employer shall provide the Employee with a statement of the employee's sick leave credits upon request.

17.04 Illness in the Family

Where no one other than the full-time or part-time employee can provide for the needs during the illness of a spouse, son, daughter, mother, father, residing with employee, the employee shall be entitled, after notifying the Employer, to use a maximum of forty-eight (48) accrued sick leave hours, within Pictou County, plus an employee can draw upon holidays or vacation credits, earned or accrued, for illness in the family leave in one (1) year. This allowance is increased to sixty-four (64) accrued sick leave hours if it applies to cases outside of Pictou County. The provisions are subject to such illnesses being presently treated by a physician.

17.05 Medical Certificates

The Employer may require employees to provide a medical certificate for illnesses which will extend from two (2) or more working days. In cases of suspected abuse, the Employer reserves the right to request a medical certificate for any period of illness. If an employee is off in excess of thirty (30) days, the employee must provide a medical certificate attesting to the ability to return to their normal job. If there is a cost involved regarding the issue of the medical certificate, the cost shall be borne by the Employer to a maximum of twenty-five dollars ($25.00).

17.06 Medical Examination

Any medical examination(s) or test(s) required by the Employer shall be provided free of charge to the employees. The employee will have the option to choose their own Doctor, and the Employer will arrange for such appointments they require.

17.07 Leave for Medical, Dental & Specialist Appointment

The Employer agrees to grant full-time Employees up to twenty-four (24) hours of accumulated sick leave per year for a medical, dental or specialist medical appointment which cannot be arranged outside an employee's working hours. Entitlement for Permanent part-time employees shall be on a proportionate basis to a Full-time Employee. These days will be deducted from the employee's sick leave credits and will not be cumulative from year to year. Confirmation of appointment to department head at least seven (7) days prior to appointment date. This will not be counted as a first or second sick day.

17.08 Permanent Part-Time

Permanent part-time employees will earn sick leave on a proportionate basis to the full-time employee.

ARTICLE 18 - BEREAVEMENT LEAVE

18.00 Day of Death in Immediate Family

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

18.01 Immediate Family

(a) If a death occurs in the immediate family of an Employee, the Employee shall be granted five (5) consecutive days bereavement leave without loss of regular pay commencing on the calendar day following the day of the death of the family member.

(b) Immediate family consists of: father, mother, father-in-law, mother-in-law, sister, brother, spouse, common-law spouse, son, daughter, step-child, step-parents, son-in-law, daughter-in-law, grandchild or grandparent.

18.02 Other Bereavement Leave Entitlements

(a) Two (2) consecutive days with pay including days off will be granted in the event of the death of a sister-in-law or brother-in-law.

(b) One (1) day bereavement leave with pay in the event of the death of an aunt, uncle, niece or nephew; and two (2) days if outside Nova Scotia.

(c) The Employer will grant up to seven (7) consecutive days bereavement leave without loss of regular pay for the attendance of immediate family funeral where the funeral occurs outside of Nova Scotia.

(d) Employees suffering the loss of a relative and the circumstances of the loss are not covered in the Article or where the need is greater than the allowable limits, the employee may request and receive extensions to limits.

ARTICLE 19 - COMPASSIONATE CARE LEAVE

19.00 Compassionate Care Leave Defined

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

(a) the spouse of the Employee,

(b) a child of the Employee or a child of the Employee's spouse,

(c) a parent of the Employee,

(d) the spouse of a parent of the Employee, or

(e) any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code

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

19.01 Duration of Compassionate Care Leave

(a) The Employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

i) the recipient of the care or support dies, or

ii) the expiration of the twenty-six (26) week period.

(b) An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option

could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

ARTICLE 20 - PREGNANCY, PARENTAL & ADOPTION LEAVE

20.00 Pregnancy / Parental / Adoption Leave

(a) Pregnancy, Parental and Adoption Leave shall be in accordance with the Pregnancy Leave and Parental Leave section *(Section 59)* of the Labour Standards Act of Nova Scotia *(Chapter 246 of the Revised Statutes 1989)*

(b) Service and Seniority Continuation

i) While on pregnancy, parental leave, or adoption leave, an employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the employee's service and seniority shall be deemed to be continuous.

ii) Notwithstanding the above, for the purpose of benefit calculations, the weeks on Pregnancy Leave shall be considered time worked. Benefits include vacations, holidays and sick leave accumulations. For the sake of clarity, time spent on parental or adoption leave shall not be considered time worked and employees shall not accrue benefits during those leaves.

(c) Group Benefit Plan Continuation

i) While an employee is on pregnancy, parental, or adoption leave the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

ii) Notwithstanding the above, if an employee chooses to continue to participate in the Pension Plan, the Employer and the employee will make contributions as required by the Plan during the weeks of Pregnancy Leave.

ARTICLE 21 - COURT LEAVE

21.00 Court Leave of Absence

Leave of absence without loss of regular pay shall be given to a Employee other than a Employee on leave of absence without pay or under suspension, who is required:

(a) to serve on a jury; or

(b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:

i) in or under the authority of a court; or

ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

21.01 Deductions of Court Fees

Any Employee given leave of absence without loss of pay to serve pursuant to this Article, shall have deducted from the Employee's salary an amount equal to the amount the fees Employee receives for such duty except travel pay and meal allowance.

ARTICLE 22 - OTHER LEAVES OF ABSENCE

22.00 Leave of Absence Without Pay

Leave of absence without pay may be granted by the Employer for any other reason as mutually agreed.

22.01 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:

(a) take the absent time as unpaid; or

(b) deduct the absent time from accumulated overtime, holiday time or vacation; or

(c) 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.

(d) An employee must indicate the option chosen, in writing (by letter, fax or email) within 24 hours of the verbal request, unless such notification was not reasonably possible.

22.02 Education Related Leave

(a) The Employer agrees that it is to the mutual benefit of the Employer and employees to improve the educational standards in the workplace. Therefore, the Employer agrees to pay the employee leave of absence at the regular rate of pay while attending work-related and approved by the Employer a course or workshop in geriatric care or diseases or care or diseases of people who may be placed in Homes of Special Care plus half of verified expenses and registration. Employees may attend such educational items once per year. Employees will be granted leave on a first-to-apply-for basis. Exception to this will be if no other employee applies who has not attended previously, then employees may attend more than once per year. If two employees have previously been granted leave, then seniority shall prevail in selection.

(b) Should the Department of Health establish minimum qualifications for PCWs in all Nursing Homes in Nova Scotia during the term of this Agreement, any PCW who is unable to meet the qualifications shall be "grandparented" (i.e. retain employment at equivalent salary) provided the employee has been employed at least half-time for a minimum of one (1) year.

22.03 Required Education

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

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

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

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

22.04 Citizenship Leave

An employee may be entitled to temporarily leave work with pay, up to a maximum of one (1) day to process a Canadian Citizenship application. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

22.05 Leave of Absence Without Pay

(a) The Employer may grant a leave of absence without pay and without loss of seniority to a maximum of one (1) year to any employee requesting such a leave for good and sufficient cause.

(b) During leave, employees will not participate in other benefits of employment including sick leave, vacation and holidays. Employees will also be responsible for Employer's share of any costs of benefits.

(c) At the completion of such leave, the employee shall return to the previous position occupied prior to the commencement of the leave.

ARTICLE 23 - HEALTH & WELFARE

23.00 Establishment of Committee

(a) The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

(b) The respective committees will approach members of their unit who have missed three (3) consecutive meetings without acceptable written reason and will either replace or remind the member of their responsibility.

23.01 Composition of Committee

(a) A Health and Safety Committee shall be established composed of three (3) representatives of the Union and three (3) representatives of the Employer. The Health and Safety Committee shall hold meetings as requested by the Union, or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices.

(b) Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

23.02 Pay Provision

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

23.03 Provision of Equipment

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

23.04 Right to Refuse

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the Safety Committee believes that it would be unsafe unless or until such time as a Safety Officer of the Department of Labour has determined otherwise.

23.05 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until having received proper training and instruction.

23.06 Injured on the Job

An employee who is injured and is required to leave for treatment or is sent home as a result of such injury or illness, shall receive payment for the remainder of the shift at the regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

23.07 Transportation

Transportation 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.

23.08 First Aid Kits

A first aid kit shall be supplied to each unit of employees in appropriate locations by the Employer.

23.09 All Legislation Applicable

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 agreement of Union-Employer Health and Safety Committee or negotiations with the Union.

23.10 Health and Safety Award

(a) The Health and Safety Committee shall present annually on Injured Worker Day a health and safety award provided by the Employer.

(b) The Local Union shall publicize such award presentation as an example of joint labour-management cooperation in health and safety.

23.11 Report of Injury on Duty

An Employee who is injured in the performance of job duties will immediately report the incident to the Employer.

23.12 Worker's Compensation

(a) When an employee excluding a casual 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 income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

(b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than

eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

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

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

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

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

22.07 Domestic Violence

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

ARTICLE 24 - COMMITTEES

24.00 Negotiating Committee

(a) Up to three (3) Employees may be designated by the Union as the Negotiating Committee representatives specifically to engage in collective bargaining.

(b) Where all bargaining is to be at the local table, the Employees shall have no loss of regular pay or group benefits for shifts absent while involved in direct negotiations for a Collective Agreement between the Employer and the Union. Union caucus meetings are not covered by this provision.

(c) Where CUPE is negotiating for this Employer at a Provincial or Lead table, negotiation meetings beyond 4 days will be unpaid, however the Employer will continue the pay for employees for lost shift and will bill the Union for related pay and benefits.

ARTICLE 25 - UNION MANAGEMENT COMMITTEE

25.00 Representation on the Committee

A Labour-Management Committee is to be established consisting of not less than two (2) nor more than four (4) representatives of both the Employer and of the Union. The parties shall inform each other in writing of the names of the persons appointed to the Committee.

25.01 Frequency of Meetings

This Committee will meet at least quarterly, providing notice is given by one of the parties, requesting such meeting and setting out in an agenda the matters to be considered at the meeting.

25.02 Notice of Meetings

Such notice to be given one (1) week prior to a mutually agreeable meeting time and date. The meeting will last no more than one (1) hour duration, unless the time is extended as mutually agreed between the parties..

25.03 Purpose of the Committee

(a) The purpose of this Committee is to meet and discuss problems and concerns of both parties so that better relations shall exist between the Employer and the employees.

(b) The Committee may discuss all questions involving working conditions and improved service to the public and the residents, but such meeting will not be subject to discussion of matters properly falling under the Grievance Procedure.

(c) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Each member of the Committee and the CUPE representative shall receive signed copies of the minutes, and minutes to be posted on the staff bulletin board.

25.04 Pay Provision

Time spent in Committee meetings will be paid at straight time rates but will not be factored in for the purposes of overtime entitlements.

ARTICLE 26 - PERSONNEL FILES

26.00 Review of Personnel File

(a) Upon request, an Employee shall be permitted to view the Employee's personnel file, during normal working hours and in the presence of someone appointed by the Employer.

(b) The employee shall also have the right to Union representation when viewing the Employee's personnel file.

(c) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

(d) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware of at the time of filing.

(e) An employee shall have the right to make copies of any material contained in their personnel record.

(f) An employee shall have the right to respond in writing to any document contained in the Employee's personnel file.

26.01 Purging Personnel File

No information of a detrimental effect shall remain in an employee's file after a period of twenty-four (24) months following a suspension or disciplinary action and twelve (12) months for a letter of reprimand or adverse report, provided that information regarding matters of a related nature have not been filed within this twenty-four (24) or twelve (12) month period. Further, where a reprimand or suspension is subject of an arbitration or court action, the decision of the Arbitrator or Court regarding the existence of the evidence shall govern.

ARTICLE 27 - GENERAL PROVISIONS

27.00 Damaged Personal Effects

(a) Subject to clauses (b) and (c), where an employee in the performance of duty, suffer any personal loss, and where such loss was not due to the employee's negligence, the Employer will compensate the employee for any loss suffered, subject to a maximum of three hundred dollars ($300.00).

(b) All incidents of loss suffered by an employee shall be reported in writing within two (2) days of the incident to the Administrator or a designated representative.

(c) This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duties.

(d) Proof of loss and proof of replacement shall be presented to the Administrator within two (2) weeks of the incident.

(e) Such loss shall be of a nature and kind not covered as an act of nature.

27.01 Work Attire

The employees will maintain maximum neatness and cleanliness at all times when on duty in accordance with the type of work performed.

27.02 Rights or Privileges

Any rights or privileges presently enjoyed by and all responsibility now performed by the employees but not specifically referred to in this Agreement shall continue in effect.

27.03 Uniform Allowance

The Corporation agrees on a Uniform Allowance for all CUPE employees of up to sixty dollars ($60.00) per employee per year. Maintenance employees will be provided with one (1) pair of safety boots, which will be replaced by the Employer as the need arises.

27.04 Cost of Meals

(a) The cost of meals charged to employees shall be set at cost to Corporation. For 2019 cost is assessed at $5.00.

(b) Notwithstanding **Article 27.04(a)**, all Employees will be provided with meals (soup, sandwich, dessert and drink) at no cost.

27.05 Retirement

The parties acknowledge that employees may retire for age, mental or physical disability in accordance with CPP or when benefits are accessed in accordance with the NSHEPP.

ARTICLE 28 – NO STRIKE

28.00 No Strike, Work Stoppage, or Slowdown

The Employer agrees that there shall be no lockout of employees and the Union agrees there shall be no strike, slowdown or other collective action, which will stop, curtail or interfere with the operation of the Employer during the term of this Agreement.

ARTICLE 29 – NO CONTRACTING OUT

29.00 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee during the life of this Agreement.

ARTICLE 30 - GROUP BENEFITS AND PENSION

30.00 Pension Plan

The Employer agrees to maintain a Pension Plan for participation by all eligible full-time and Permanent part-time employees during the life of this Agreement. Despite any other provisions of this Agreement, the terms and conditions of the Plan, including those sections relating to eligibility and levels of contribution, shall apply. The present pension plan provider is the NSHEPP plan and the Employer agrees that a new pension plan provider will not be selected without prior consultation with the Union and the Union's agreement on the new provider.

30.01 Group Health Plan

(a) The Employer and the employees agree to cost-share 65/35 the cost of premiums of a Health Benefit Plan for the life of this Agreement. The cost sharing arrangement does not apply to premiums for any other benefit including, but not limited to AD&D, life insurance and dental coverage. The present plan provider is the NSAHO plan and the Employer agrees that a new plan provider will not be selected without prior consultation with the Union and the Union's agreement on the new provider.

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

30.02 Retirement Allowance

(a) The Employer shall provide one (1) day's wages for each full year of service to employees with a minimum ten (10) full years of service with the Corporation who retire in accordance with **Article 27.05.**

(b) This Retirement Allowance provision shall expire with the availability of any provincial retirement allowance program.

ARTICLE 31 – CLASSIFICATION & WAGES

31.00 Wages

The scale of wage rates for the employees, shall be as set out in Schedule "A" hereto and forming part of this Agreement.

31.01 Assignment to a Lower Classification

Any employee temporarily assigned to a lower-paid classification than that in which the employee is regularly employed, shall suffer no reduction in pay during this temporary assignment.

31.02 Assignment to a Higher Classification

Any employee temporarily assigned to a higher-paid classification for one (1) full shift shall receive the prevailing rate for the higher classification for the full period so worked. This assignment must be done by the Employer and the employee must be informed of the classification change.

31.03 Pay Days

(a) Time and method of payment of wages by the Employer shall be as previously agreed or may be changed as mutually agreed between the parties.

(b) Pay stubs are provided biweekly and all employees are required to pick up their pay stubs within thirty (30) days.

(c) Pay stubs shall include an adequate statement detailing the amount of wages, rates of pay, hours worked, overtime, sick leave and all deductions. The Employer shall review the feasibility of providing accrued benefit banks and electronic pay stubs.

31.04 Existing Classifications

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

31.05 Shift Premiums

Employees shall receive the hourly shift premium at the rate of $2.35 for each hour worked between 1800 hours and 0600 hours.

31.06 Weekend Premiums

Employees shall receive the hourly weekend premium at the rate of $2.35 for each hour worked between midnight Friday and midnight Sunday.

31.07 Acting Pay in Position Outside of the Bargaining Unit

Employees of the bargaining who accept placement in positions outside of the bargaining unit in an acting capacity shall be compensated with at least a ten percent (10%) increase in their existing rate of pay, but the rate in any event shall not exceed the rate for the position being filled in any acting capacity.

31.08 Payment of Outstanding Amounts

The Employer agrees to pay to employees who resign, all monies owing, within thirty (30) days of the date of such resignation.

ARTICLE 32 – RETROACTIVE PAY

32.00 Retroactivity

(a) Retroactivity of pay shall only apply to employees for the salary adjustments on the dates set out in Appendix "A", annexed hereto. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer written notice within 30 days of the date of signing of this agreement. Retroactive payments will be issued on a separate check.

(b) All other provisions of this Collective Agreement shall only become effective on the date of signing of this Collective Agreement.

(c) Retroactivity shall be paid to employees on the first pay immediately following receipt of retroactivity payment for the Department of Health.

ARTICLE 33 - DURATION & TERMS

33.00 Notices in Accordance with the Agreement

Notices to be effective must be in writing and served in the following manner:

a) If given by the Employer, it mut be served either by personal, mail or electronic mail to the Vice-President or the Secretary of the Union .

b) If given by the Union, it must be served either by personal, mail or electronic mail to the Employer.

33.01 Notification to Management

The employees shall notify the Management of change of name, next of kin, telephone, martial status or number of dependents.

33.02 Agreement Shall be Binding

This Agreement shall remain in full force for a period of thirty-six (36) months from November 1, 2020 to October 31, 2023, and shall automatically be renewed from year to year thereafter unless either party to this Collective Agreement, within the period of two (2) months prior to the termination of the Agreement, gives notice in writing requiring the other party to commence collective bargaining. The Union and the Employer shall, without delay, but in any case within twenty (20) clear days after the notice was given or such further time as the parties may agree, meet and commence to bargain collectively with one another and shall make every effort to conclude and sign a collective agreement.

ARTICLE 34 – AGREEMENT PRINTING COSTS

34.00 Shared Printing Costs

Upon being provided with a receipt, the Employer agrees to pay up to fifty percent (50%) to a maximum of three hundred dollars ($300.00) of the cost of printing of this Collective Agreement.

Signed this 10th day of October, **2023.**

FOR THE UNION:

Betty Best

FOR THE EMPLOYER:

General Worker (Food Services / Environmental Services)

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	34,142	34,654	35,174	38,237	38,429
	Hourly	$16.41	$16.66	$16.91	$18.38	$18.48
REGULAR	*Annual*	34,722	35,243	35,771	38,853	39,047
	Hourly	$16.69	$16.94	$17.20	$18.68	$18.77

Cook (without Certificate) / Cook's Helper

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	43,095	43,741	44,397	45,729	45,958
	Hourly	$20.72	$21.03	$21.34	$21.99	$22.10
REGULAR	*Annual*	43,827	44,484	45,151	46,506	46,738
	Hourly	$21.07	$21.39	$21.71	$22.36	$22.47

Journeyman Cook

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	47,094	47,801	48,518	49,973	50,223
	Hourly	$22.64	$22.98	$23.33	$24.03	$24.15
REGULAR	*Annual*	47,895	48,614	49,343	50,823	51,077
	Hourly	$23.03	$23.37	$23.72	$24.43	$24.56

Maintenance

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	44,310	44,975	45,649	47,019	47,254
	Hourly	$21.30	$21.62	$21.95	$22.61	$22.72
REGULAR	*Annual*	45,063	45,739	46,425	47,818	48,057
	Hourly	$21.67	$21.99	$22.32	$22.99	$23.10

Security (Watchman)

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	32,382	32,868	33,361	36,370	36,552
	Hourly	$15.57	$15.80	$16.04	$17.49	$17.57
REGULAR	*Annual*	32,933	33,427	33,928	36,954	37,139
	Hourly	$15.83	$16.07	$16.31	$17.77	$17.86

Recreation Assistant / Recreation Special Programmer (without PCW certificate)

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	37,707	38,273	38,847	40,012	40,212
	Hourly	$18.13	$18.40	$18.68	$19.24	$19.33
START	*Annual*	38,348	38,923	39,507	40,692	40,895
	Hourly	$18.44	$18.71	$18.99	$19.56	$19.66
YEAR 1	*Annual*	39,132	39,719	40,314	41,524	41,731
	Hourly	$18.81	$19.10	$19.38	$19.96	$20.06
YEAR 2	*Annual*	39,930	40,529	41,137	42,371	42,583
	Hourly	$19.20	$19.49	$19.78	$20.37	$20.47
YEAR 3	*Annual*	40,746	41,357	41,977	43,236	43,453
	Hourly	$19.59	$19.88	$20.18	$20.79	$20.89
YEAR 4	*Annual*	41,576	42,199	42,832	44,117	44,338
	Hourly	$19.99	$20.29	$20.59	$21.21	$21.32

Activity Worker (with PCW/CCA certificate)

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	37,707	38,273	38,847	40,012	40,212
	Hourly	$18.13	$18.40	$18.68	$19.24	$19.33
START	*Annual*	38,348	38,923	39,507	40,692	40,895
	Hourly	$18.44	$18.71	$18.99	$19.56	$19.66
YEAR 1	*Annual*	39,132	39,719	40,314	41,524	41,731
	Hourly	$18.81	$19.10	$19.38	$19.96	$20.06
YEAR 2	*Annual*	39,930	40,529	41,137	42,371	42,583
	Hourly	$19.20	$19.49	$19.78	$20.37	$20.47
YEAR 3	*Annual*	40,746	41,357	41,977	43,236	43,453
	Hourly	$19.59	$19.88	$20.18	$20.79	$20.89
YEAR 4	*Annual*	41,576	42,199	42,832	44,117	44,338
	Hourly	$19.99	$20.29	$20.59	$21.21	$21.32

Physio Aide / Assistant (Physio Assistant Training Program / Physio Degree)

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
PROBATIONARY	*Annual*	46,639	47,339	48,049	49,490	49,738
	Hourly	$22.42	$22.76	$23.10	$23.79	$23.91
REGULAR	*Annual*	47,432	48,144	48,866	50,332	50,583
	Hourly	$22.80	$23.15	$23.49	$24.20	$24.32

PCW without certificate

	Rate	Expired	1-Nov-20	1-Nov-21	1-Nov-22	31-Oct-23
START	*Annual*	35,822	36,359	36,904	38,012	38,202
	Hourly	$17.22	$17.48	$17.74	$18.27	$18.37
YEAR 1	*Annual*	36,556	37,104	37,661	38,791	38,985
	Hourly	$17.58	$17.84	$18.11	$18.65	$18.74
YEAR 2	*Annual*	37,265	37,824	38,391	39,543	39,740
	Hourly	$17.92	$18.18	$18.46	$19.01	$19.11
YEAR 3	*Annual*	37,972	38,542	39,120	40,294	40,495
	Hourly	$18.26	$18.53	$18.81	$19.37	$19.47
YEAR 4	*Annual*	38,682	39,262	39,851	41,047	41,252
	Hourly	$18.60	$18.88	$19.16	$19.73	$19.83

CCA / PCW with certificate

	Rate	Expired	1-Nov-20	1-Nov-21	10-Feb-22	1-Nov-22	31-Oct-23
START	*Annual*	36,529	37,077	37,633	44,660	46,000	46,230
	Hourly	$17.56	$17.83	$18.09	$21.47	$22.12	$22.23
YEAR 1	*Annual*	37,265	37,824	38,391	45,572	46,939	47,174
	Hourly	$17.92	$18.18	$18.46	$21.91	$22.57	$22.68
YEAR 2	*Annual*	37,999	38,569	39,148	46,502	47,897	48,137
	Hourly	$18.27	$18.54	$18.82	$22.36	$23.03	$23.14
YEAR 3	*Annual*	38,708	39,288	39,878	47,451	48,875	49,119
	Hourly	$18.61	$18.89	$19.17	$22.81	$23.50	$23.61
YEAR 4	*Annual*	39,443	40,035	40,635	48,419	49,872	50,121
	Hourly	$18.96	$19.25	$19.54	$23.28	$23.98	$24.10

LTCA (Long Term Care Assistants)

	Rate	1-Nov-22	31-Oct-23
REGULAR	*Annual*	35,360	35,537
	Hourly	$17.00	$17.09

APPENDIX "B"
DEFERRED SALARY LEAVE PLAN

(a) Purpose

(i) The Deferred Salary Leave Plan is established to afford Employees the opportunity of taking a self-funded leave of absence not to exceed twelve (12) consecutive months.

(ii) When the leave of absence is taken for the purpose of permitting the full-time attendance of the Employee at a designated educational institution (within the meaning of subsection 118.6 (i) of the Income Tax Act) the leave shall not be for less than three (3) consecutive months and in any other case not less than six (6) consecutive months.

(b) Terms of Reference

(i) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.

(ii) A suitable replacement for the Employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be subject to the provisions of the Collective Agreement.

(iii) Approval of applications under this Plan is subject to operational requirements and will not be unreasonably denied. Any permitted discretion allowed under this Plan will not be unreasonably exercised.

(c) Eligibility

Any Regular Employee is eligible to participate in the Plan except a Casual Employee.

(d) Application

(i) An Employee must make written application to the chief Executive Officer or delegate at least three (3) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted if deemed appropriate by the CEO or their delegate. Entry date into the Plan for deductions must commence at the beginning of a pay period.

(ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the Employee within two (2) calendar months of receipt of the written application.

(iii) If after operational requirements are considered there is a conflict between two or more Employees, that conflict will be resolved on the basis of seniority.

(e) Leave

(i) The period of leave as provided in the Income Tax Regulations will be a period from six (6) to twelve (12) consecutive months except in the case of educational leave where the minimum period is three (3) months.

(ii) On return from leave, the Employee will be assigned to the same position unless:

(A) such position no longer exists, in which case, the Employee will be governed by the appropriate provisions of the Collective Agreement between CUPE and the applicable Employer, or

(B) the Employee has accepted alternate employment with the Employer (e.g. a promotion)

(iii) Sub-section 6801 (i) (v) of the Income Tax Regulations states that after the leave the Employee is to return to regular employment with the Employer or an Employer that participates in the same or a similar arrangement after the leave of absence for a period that is not less than the period of the leave of absence.

(f) Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of the period of leave shall be as follows:

(i) During the deferral period of the Plan, proceeding the period of the leave, the Employee will be paid a reduced percentage of their salary. The remaining percentage of salary will be deferred and placed in a trust account. The accumulated amount plus the interest earned shall be retained for the Employee in trust by the Employer to finance the period of leave. The money will not be accessible to the Employee until the leave period except as provided in Section (h).

(ii) Income Tax and Canada Pension Plan contributions are to be withheld from the gross salary less the deferred amounts during the deferral period and from the deferred amounts when paid to the Employee during the period of leave. Employment Insurance premiums are to be based on the Employee's gross salary during the period of the deferral and no premiums are to be withheld from the deferred amounts when paid.

(iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The Employer will consult with the financial institution

maintaining the trust account to provide a rate of interest, which is reflective of the nature of this plan. (e.g. averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three(3) year term deposit and a five (5) year term deposit). The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the trust account. Interest shall be based upon the average daily balance of the account and credited to the Employee's account on the first day of the following calendar month. Even though the interest is accrued and is not paid to the Employee until the period of leave, it must be reported as income on the Employee's T4 and is subject to tax withholdings in the taxation year it is earned during the deferral period.

(iv) A yearly statement of the value of the Employee's trust account specifying the deferred amount and interest earned will be sent to the Employee, by the Employer.

(v) The maximum length of the deferral period (the term during which the Employee has pay withheld to fund the leave period) will be six (6) years and the maximum deferred amount will be 33 1/3 % of annual salary. The maximum length of any contract under the Plan will be seven (7) years.

(vi) The Employee may arrange for any length of deferral period in accordance with the provisions set out under (f)(v).

(vii) All deferred salary plus accrued interest shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employee and the Employer.

(g) Benefits

(i) Deferral of salary will not alter the Employee's employment status. While the Employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had the employee not been enrolled in the Plan.

(ii) An Employee's benefits will, at the employee's option, and subject to the specific provisions of the Plan(s) text, be maintained by the Employer during the Employee's leave of absence; however, all premium costs for such benefits shall be paid by the Employee during the leave.

(iii) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had the employee not been enrolled in the Plan.

(iv) Subject to the provisions of the Pension Plan text, Pension Plan contributions shall continue during the leave period with the Employee and Employer each contributing its share and the period of leave shall be a period of pensionable service.

(v) Pension Plan deductions shall be made on the salary the Employee would have received had the employee not entered the Plan or gone on leave.

(vi) Sick leave will not be earned during the period of leave; however, accumulated sick leave to the commencement of the leave period will accrue to the Employee upon their return from the leave.

(vii) The period of leave will be a period of service for the accumulation rate for retirement allowance and vacation.

(viii) Vacation credits will not be earned during the period of leave; however, vacation earned up to the date of the deferred leave but unable to be taken prior to the date of the commencement of the leave period, will accrue to the Employee upon the Employee's return from the leave.

(ix) Throughout the period of the leave of absence the Employee shall not receive any salary or wages from the Employer, or from any other person or partnership with whom the Employer does not deal at arm's length, other than

(A) the amount by which the Employee's salary or wage under the arrangement was deferred;

(B) the reasonable fringe benefits that the Employer usually pays into or on behalf of the Employee.

(h) Withdrawal

(i) An Employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.

(ii) An Employee who is laid-off or has their employment terminated during the deferral period may withdraw from the Plan or leave the accumulated contributions plus interest in the fund pending the exhaustion of recall rights or possibility of reinstatement. In such case the Employer will continue as trustee for the deferred fund notwithstanding any termination of the employment relationship.

(iii) In the event of withdrawal, the Employee shall be paid a lump sum equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible but not later than sixty (60) calendar days of withdrawal from the Plan.

(iv) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate as soon as possible, but not later than two (2) pay periods following notice being given to the Employer.

(i) Written Contract

(i) All Employees will be required to sign the approved contract (annexed hereto) before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions setout herein.

(ii) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the Employee and Employer subject to the Section (f) (v) of this plan.

DEFERRED SALARY PLAN APPLICATION AND CONTRACT

EMPLOYEE NAME: _____

ORGANIZATION: _____

EMPLOYEE I.D.: _____

JOB TITLE/CLASS AND STEP/BIWEEKLY SALARY: _____

I have read the terms and conditions of the Deferred Salary Plan and hereby agree to enter the Plan subject to said terms and conditions.

APPLICATION

1. I wish to enroll in the Deferred Salary Plan with salary deferral commencing with

   the _____ to _____ pay period and continue for a ____ year period.
   (y/m/d) (y/m/d)

2. I shall take my leave of absence from _____ to _____.
   (y/m/d) (y/m/d)

FINANCIAL ARRANGEMENTS

The financing of my participation in the Deferred Salary Plan shall be according to the following schedule:

1. I wish to defer a percentage of each of my salary payments for the next ____ years in accordance with this schedule:

   Months _____% Months _____% Months _____%

   Months _____% Months _____% Months _____%.

2. Annually, the Employer shall provide me with a statement of the status of my account.

3. All deferred salary plus interest held in trust shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employee and the Employer.

ADDITIONAL COMMENTS

CONTRACT APPROVAL

Employee's Signature

Witness

CEO or Delegate

Date

Department of Human Resources

Date

LETTER OF UNDERSTANDING
RE: DEFERRED SALARY PLAN

The Parties agree to implement the Deferred Salary Plan upon receipt of any necessary Canada Revenue Agency (CRA) approvals.

Signed this 10th day of October, 2019. 27th

FOR THE UNION:

Betty Best

FOR THE EMPLOYER:

Sarah Fanning

MEMORANDUM OF AGREEMENT
EMPLOYEE ASSISTANCE PROGRAM (EAP)

THE EMPLOYER AND THE UNION AGREE that for the duration of this Collective Agreement, the NSAHO Employee Assistance Program shall be funded for CUPE employees using CUPE Local 2330's share of the E.I. rebate.

Any of the share of Local 2330's rebate in excess of that needed to fund the EAP Program will stay in the account unless the parties mutually agree otherwise. Local 2330 will receive an annual statement of their share of the E.I. Rebate.

Signed this 10th day of October, 2019. 2023

FOR THE UNION:

Betty Best

FOR THE EMPLOYER:

Diana Jenning

MEMORANDUM OF AGREEMENT
PROBATIONARY RATE

THIS MEMORANDUM OF AGREEMENT (hereinafter called the "Probationary Rate - Memorandum of Agreement") signed in triplicate;

BETWEEN: **Riverton Guest Home Corporation (Valley View Villa)** (hereinafter referred to as **"the Employer"**)

AND: **Local 2330 of the Canadian Union of Public Employees (CUPE)** (hereinafter referred to as **"the Union"**)

WHEREAS the Union and the Employer agree to introduce a Probationary Rate for specific classifications;

AND WHEREAS the Parties agree that this rate shall become effective on October 31, 2011;

AND WHEREAS the Parties agree to a transition when the Probationary Rate comes into effect;

NOW THEREFORE the Parties agree as follows:

Section 1: Probationary Rate

1. Where the existing classification contains one rate of pay, the existing rate shall become the "Probationary Rate" for that classification on October 31, 2011.

2. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.

3. Effective, October 31, 2011, Employees who have completed the probationary period shall be paid a rate that is 1.7% higher than the Probationary Rate.

4. Where the existing classification contains more than one step, the existing entry rate shall become the Probationary Rate for that classification.

5. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.

6. Effective, October 31, 2011, the steps of the wage scales in Appendix "A" shall be increased by 1.7%.

7. Employees who have completed the probationary period shall be placed on the same

step of the wage scale.

8. This Probationary Rate Memorandum of Agreement applies to all classifications with the exception of the following:

   a) Licensed Practical Nurses (LPNs)

   b) Continuing Care Assistants (CCAs)

   c) Personal Care Workers (PCWs)

   d) Any classifications red-circled during the matching exercise that was completed during the last collective agreement.

Section 2: Effective Term of the Memorandum of Agreement

This Memorandum of Agreement shall become in effect on date of signing and shall remain in effect for the effective term of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Agreement on the 10th of October, 20~~19~~23

FOR THE UNION:	**FOR THE EMPLOYER:**
Betty Best	
	Sarah Fanning

MEMORANDUM
Additional Terms of Settlement

The parties agree that subject to the approval of provincial supplementary funding for the cost of these Additional Terms of Settlement, the following shall apply to Valley View Villa.

ITEM 1: RETIREMENT ALLOWANCE

WHEREAS the Collective Agreement provided for a Severance Allowance upon resignation or retirement; and

AND WHEREAS the Public Services Sustainability Act (2015) requires that any calculation of any service award under any Collective Agreement covered under the legislation must be made by using the compensation rate of, and the amount of service accrued by the person immediately before April 1, 2015.

AND WHEREAS the parties had the following Articles in the expired Collective Agreement:

30.02 Retirement Allowance

(a) The Employer shall provide one (1) day's wages for each full year of service to employees with a minimum ten (10) full years of service with the Corporation who retire in accordance with Article 27.05.

(b) This Retirement Allowance provision shall expire with the availability of any provincial retirement allowance program.

NOW THEREFORE the parties agree that the application of Articles 30.02 is as follows:

(a) Notwithstanding Articles 30.02, the Public Services Sustainability Act (2015) requires the Employer to freeze the years of service used to calculate the amount of severance pay, which shall be years of service up to March 31, 2015.

(b) Employees will have an option to obtain an early payout of their severance if they have accrued ten (10) years of service by March 31, 2015 or receive payout upon resignation or retirement of employment in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015. If Employees receive the early payout, the salary used to calculate the amount of the severance shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the employee is receiving at the time of resignation or retirement of employment. Employees who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.