

Collective Agreement

BETWEEN:

HEART OF THE VALLEY LONG TERM CARE CENTRE

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3410**

November 1, 2020 – October 31, 2023

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ARTICLE 1 — PREAMBLE

- 1.01 Recognizing common dependence and interest of the Employer and employees in the welfare of the Home and recognizing further their relationship of good will and mutual respect between the Employer and the employees can contribute greatly to the maintenance of the Home, increasing the efficiency of that welfare the parties to this contract have joined together in the following Agreement:
- 1.02 **Gender Neutral terms apply**
Regardless of the gender terms used in this Collective Agreement, it shall be read as including the masculine, feminine and gender-neutral pronouns and terms. Throughout this Agreement, the plural includes the singular and vice-versa as the context requires.
- 1.03 **Purpose of Agreement**
The purpose of the Agreement is to:
- (1) improve relations between the Employer and the Union and to provide more clearly the conditions of employment;
 - (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
 - (3) to encourage efficiency and economy of operations and service as well as to carrying out the aims and objectives of the Home with the interests of the employees, residents and Employer.
 - (4) to promote the morale, well being and security of all employees;
 - (5) improve the quality of resident care in the Home.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Management rights referred to in this Article shall be exercised without discrimination in a manner fairly and reasonably and consistent with the terms of this Agreement.
- 2.02 The Union recognizes that it is the right of the Employer to manage the Home in which it is engaged and without limiting the generality of the foregoing the Employer shall have the right to:
- (a) maintain order, discipline and efficiency;
 - (b) operate and manage its business and direct the work force in accordance with its responsibilities;
 - (c) determine the work to be performed and to establish standards, methods, procedures and schedules of operations;
 - (d) determine the requirements, select, hire, transfer, promote, demote, classify, lay off, suspend, or discharge or otherwise discipline an employee for just cause, to increase or decrease working forces;
 - (e) develop, revise and maintain reasonable rules and regulations to be observed by all employees;
 - (f) all matters concerning the operation of the Employer's business not specifically dealt with in this contract shall be observed to be the management's responsibility;

- (g) the exercise of the foregoing rights shall not supersede the other specific provisions of this Agreement and this clause shall not prevent the processing of grievances under such other specific provisions.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees (CUPE) and its Local 3410 as the sole and exclusive bargaining agent for all of its employees at Heart of the Valley Long Term Care Centre Limited, Middleton, Nova Scotia, as defined in Certification Order No. 3559, of the Labour Relations Board of Nova Scotia excluding those person covered by Labour Relations Board Order No. 3558 dated November 22, 1989, the Administrator, Director of Health Care Services, Director of Recreation, Office employees, Director of Support Services, Registered Nurses, Licensed Practical Nurses and those persons excluded by Section 2(2) of the Trade Union Act.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are in the bargaining unit except for the purposes of instruction/training/experimenting and emergencies or unanticipated circumstances when employees are not available or in cases as agreed upon by the parties.
- 3.03 This Agreement is applicable to all full-time and regular part-time employees (inclusion of Casual employees as per Appendix 'B') subject to the provisions of the Agreement except as otherwise specified.
- 3.04 No employees or group of employees shall be required or permitted to make a written or verbal agreement with the Employers or their representatives, which may conflict with the terms of this Agreement.

ARTICLE 4 — DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination in regard to hiring, or discrimination, interference, restriction or coercion, exercised or practised, with respect to any employee in the matter of continued employment, or any term or condition of employment including, but not limited to, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline or discharge, by reason of race, creed, colour, ethnic, national or aboriginal origin, political or religious affiliation, belief or activity, age, sex, sexual orientation, **gender identity, gender expression**, family or marital status, common-law relationship, physical or mental disability, place of residence, source of income, or by reason of their membership or activity in the Union.
- 4.02 **If a member of the bargaining unit is unable to perform the regular duties of their position due to any characteristic protected under the Nova Scotia Human Rights Act, the Employer, the affected employee (the "Employee") and Union shall meet to discuss and consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability can best be accommodated without causing undue hardship to the Employer, the Employee or the Union. The Employee shall participate and cooperate fully in this process.**
- 4.03 **Procedure for Evaluating and Accommodating Employees with Disabilities:**
- (a) **The Employee with a disability will inform the Employer about the need for an accommodation in writing with a copy to the Union.**
- (b) **Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and the Union in developing a suitable**

accommodation. This duty includes providing medical information to the Employer representatives and to the Union representatives that is reasonably required to establish to the Employer's and the Union's satisfaction that the Employee has a disability which requires accommodation and the extent of the restrictions or limitations in the Employee's functional capacities to perform the duties of their position.

- (c) The parties agree that, to the extent reasonably possible, medical and other personal information provided by an Employee for the purposes of accommodation will be dealt with in a manner that respects the Employee's privacy.
- (d) Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and the Union from continuing the duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.
- (e) Representative(s) of the Employer and Union, together with the affected employee, shall meet to discuss the existence and nature of the disability and the appropriate accommodation measures which would achieve the accommodation with respect to the employee.
- (f) The Employer, the Union and the Employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and the information regarding the requirements and duties of the employee's position.
- (g) In considering the feasibility of accommodation options, the Employer may consider, but not limited to, modification of duties, shifts and/or orientation of the Employee.
- (h) Agreements between the parties regarding the accommodation of employees shall be in writing. These agreements shall contain provisions regarding the process that will be followed by the parties if there is a change in the accommodated Employee's circumstances, including a lessening, changing or worsening of the Employee's disability.
- (i) The Union agrees to support accommodation measures which may require modification of the application of certain Collective Agreement provisions unless doing so would, in its determination, constitute undue hardship. Where modifications to the application of the Collective Agreement are agreed to by the Employer and the Union, these are made without prejudice and on a case-by-case basis.
- (j) The process ends when the Employer reaches the point of undue hardship.

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with

the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.

ARTICLE 5 - DEFINITIONS

- 5.01 The Administrator is the administrator of Heart of the Valley Long Term Care Centre Limited, Middleton, Nova Scotia.
- *5.02 Full-time employees shall mean persons who have served the probationary period, are scheduled to work on a full-time basis and who are normally employed in full-time positions.
- *5.03 Part-time employees shall mean persons who have served the probationary period and who are regularly scheduled to work, less than the number of working hours in each working day or less than the full number of working hours in each week. Part-time employees shall receive the conditions of employment and all the benefits of this Agreement on a pro-rata basis except in those Articles that are otherwise specified.
- 5.04 "Agreement" shall mean this Collective Agreement.
- 5.05 Probationary employees shall mean persons who have worked less than four hundred and fifty (450) hours. They become a member of the bargaining unit once probation is completed.
- *5.06 A probationary employee shall have no seniority rights during the probationary period. After completion of their probationary period, their seniority shall date back to the date of hire. Probationary employees shall be entitled to all rights and benefits of the Agreement unless otherwise specified.
- *5.07 A temporary employee is an employee hired on a temporary basis to a maximum of twelve (12) months unless otherwise mutually agreed by the Employer and the Union, in either a full-time or a part-time position to provide relief for purposes such as but not limited to maternity, adoption, or parental leave, illness or other absence. Temporary employees will only access permanent positions through the posting process as per Article 15.
- 5.08 A casual employee is an employee who is not guaranteed minimum hours, who is called in on either a day-to-day basis or subject to Article 15.01 & 15.04, may be posted when there are no available full time or part time employees. Casual employees are entitled to the rights and benefits of this Agreement as specified in Appendix "B".
- 5.09 "Working Day" means days exclusive of Saturday or Sunday or Holidays for administrative/clerical purposes only.
- 5.10 "Union" means the Canadian Union of Public Employees Local 3410.
- 5.11 "Employer" means Heart of the Valley Long Term Care Centre Limited.
- 5.12 Spouse means a legal marriage partner or live-in partner who has been identified in writing by the employee to the Employer as the spouse. This includes a same-sex partner for all purposes under this Agreement, but subject to the eligibility provisions of the respective Benefit Plans.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF OF UNION DUES

- 6.01 All present employees and future employees who are included in this bargaining unit and have completed four hundred and fifty (450) hours of employment, as a condition of continued employment, shall become and remain members in good standing with the Union according to the Constitution and By-Laws of the Union.
- 6.02 The Employer shall deduct from every employee any dues in accordance with the Union Constitution and By-Laws.
- 6.03 Dues shall be deducted monthly and forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Boulevard, Ottawa, ONT K1G 0Z7, not later than the 15th day of the month following, accompanied by a list of the names, total earnings, and classifications of the employees from whose earnings the deductions were made. The Employer shall note any hirings, layoffs, recalls, or terminations of employees that occurred during the last month. A duplicate copy shall be provided to the Local's Secretary-Treasurer.
- 6.04 The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deductions made from pay of any employee pursuant to this Article.
- 6.05 Dues receipts - The Employer shall include on the T-4 slips the amount of Union dues paid by each member in the previous year.
- 6.06 Union dues shall be deducted once the employee has completed the probationary period.
- 6.07 At the same time the Employer provides T-4 slips to employees, the Employer shall also provide to each employee in writing, the amount of premiums for the group health and medical plan they paid in the previous year.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Employer acknowledges the rights of the Union to appoint or otherwise select the Stewards. The names, addresses and phone numbers of the Stewards shall be given to the Employer in writing.
- 7.02 The Employer will grant leave with pay for members who are in the employ of the Employer that they shall not suffer any loss of pay or benefits, for a combined total of seventy-two (72) hours (calculated as 1.44 negotiating hours per licensed bed) when the employee attends direct negotiations with the Employer. The Local President may be on the Bargaining Committee, as one of the members. The Local President's time on the Bargaining Committee shall be counted among the paid shifts for this Article.
- 7.03 A Steward may not leave their regular duties or place of work unless given permission to do so by the Administrator or their delegate. Such permission shall not be unreasonably withheld. When permission is obtained, the union member shall carry out the functions related to the grievance procedure or attendance with the Employer. During the period of absence they shall not suffer any loss of wages or benefits due to these activities. If a Steward is not present, a member of the executive may attend on their behalf.
- 7.04 The Union shall have the right to have the assistance of a representative of CUPE or any other advisor to enter the Employer's premises during the hours of employment to discuss specific matters pertaining to this Agreement or negotiations, with the Administrator or their delegate, provided they first arrange by phone an appointment at a time mutually agreeable.

- 7.05 The Employer shall provide the Union with a bulletin board which will be for the sole purpose of passing on Union information provided that all notices are signed by a Union official.
- 7.06 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, providing the representative obtains permission from the Administrator.
- 7.07 The Employer shall make available to the Union on request, information relevant to the bargaining unit, such as job descriptions, positions in the unit, job classifications, wage rates, financial information pertaining to covered employee welfare plans and non-confidential information required for collective bargaining purposes provided that such information can be obtained without additional cost to the Employer.
- 7.08 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonable withheld.

ARTICLE 8 - ACQUAINT EMPLOYEES

- 8.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. Copies of the Agreement shall be supplied by the Union to all of its members. The Employer agrees to provide fifteen to thirty (15-30) minutes to the Union on the 1st orientation day of each month to meet with new bargaining unit employees.

ARTICLE 9 — CORRESPONDENCE

- 9.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to or from the Administrator or their delegate to the President or their designate of this Union. Should the Union wish to have it mailed, they will supply the Employer with a post office box number.
- 9.02 The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) the name of each Employee; and
 - (b) the mailing address and telephone number (if available) of each employee; and
 - (c) the personal email address of each employee (if available); and
 - (d) the employee's employment status (such as full-time, part-time, temporary, casual)

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

ARTICLE 10 - LABOUR-MANAGEMENT COMMITTEE

- 10.01 The Employer and the Union agree to establish a Labour-Management Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. A resource

person from either party may attend if so invited. The Regional Representative of CUPE and the Labour Consultant will be ex officio members and may attend at any time with forty-eight (48) hours notice unless otherwise mutually agreed. The Committee shall attempt to foster good communications and effective relationships between the parties and a spirit of cooperation and goodwill within the Home, the end goal of which is the improved service to the residents, and working conditions for the employees.

- 10.02 The committee shall consider such items affecting the Employer's operations and the relationships between the Employer and the employees. Meetings shall be called not less than three (3) times a year (February, June, and October) or any other time as may be required by the Chairperson or by a majority of the Committee members. A notice of meeting and an agenda shall be circulated to the members of the Committee at least five (5) workdays before the meeting. Minutes will be recorded and distributed.
- 10.03 The Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.
- 11.02 The Union shall appoint Shop Stewards and shall notify the Employer in writing of their name(s) before the Employer is required to recognize them. The Union shall supply the Employer with the names of its officers, and the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 11.03 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 and includes any question as to whether a matter is arbitrable. Should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner, but excluding weekends and Statutory Holidays.

Step 1

The aggrieved employee(s) will first discuss the incident with their immediate supervisor and Shop Steward within five (5) working days of the incident in question. The supervisor shall answer within five (5) working days of the discussion.

Step 2

Failing satisfactory settlement, or the expiry of the time limit in Step 1, the employee(s) may within five (5) working days present their grievance in writing to the Administrator or their delegate. The written grievance shall include a statement of the matter in dispute, the Article(s) violated, and the potential remedy or relief sought. The Administrator will convene a meeting within five (5) working days of the receipt of the written grievance to discuss the situation with the employee(s) and the

Shop Steward/representative. The Administrator will provide a written response within three (3) working days of the meeting.

Step 3

Failing satisfactory settlement, or the expiry of the time limit in Step 2, the Union may, within ten (10) working days, give notice in writing to the Administrator of its intent to refer the grievance to arbitration.

11.04 Meeting facilities

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

11.05 Where an employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension or discharge, the employee shall be accompanied by a Shop Steward or an Executive member.

11.06 Union representation

In any case where the employee(s) presents their grievance in person or in any case in which a hearing is held on a grievance at any level, the employee(s) shall be accompanied by a Steward or Executive Member, as per Article 11.05.

11.07 Technical objection to grievance

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error.

11.08 Unsafe conditions

An employee or a group of employees who are required to work under unsafe, or unhealthy conditions shall have the right to file a grievance in Step 2 of the grievance procedure for preferred handling.

11.09 Amendments

Any mutually agreed changes to this Agreement shall be in writing and form part of this Agreement and are subject to the grievance and arbitration procedure.

11.10 Policy grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

11.11 Union may institute grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in this Article. Such a grievance shall commence at Step 2.

11.12 Replies in writing

Replies to grievances stating reasons shall be in writing at all formal stages.

11.13 Employer may file grievance

The Employer may initiate a grievance by filing such with the Union President within two (2) days from the date of the event giving rise to the grievance or the date upon which the Employer ought to reasonably have known of the event giving rise to the grievance. The Union President shall provide a written answer to the grievance within two (2) days of its receipt. If the Union President does not reply within that time limit or if the answer is not satisfactory to the Employer, the Employer may within three (3) days of the receipt of the reply or expiry of the time limit, give notice

in writing to the Union President of its intention to refer the grievance to arbitration in accordance with Article 12.

11.14 Time limits

The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of both parties. Saturdays, Sundays, and Statutory Holidays are not included in the time limits of the grievance procedure.

11.15 In the matter of a grievance involving termination, Step I of the grievance procedure shall be bypassed.

ARTICLE 12 — ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail (or personal delivery) addressed to the other party of the Agreement, indicating the name, address and phone number of its suggestion of single arbitrator, or its nominee to the Arbitration Board. Within ten (10) working days thereafter, the other party shall answer by Registered Mail (or personal delivery) indicating the name, address and phone number of its suggestion of single arbitrator or its nominee to the Arbitration Board. If an Arbitration Board is suggested, the two (2) nominees shall then select an impartial Chairperson. Selection of a single arbitrator shall be by mutual agreement between the parties.

12.02 Failure to appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within fifteen (15) working days of their appointment, the appointment shall be made by the Minister of Labour, Skills and Immigration for the Province of Nova Scotia upon request of either party.

12.03 After the arbitrator or Arbitration Board, as the case may be, has been appointed, they or it shall convene a meeting within thirty (30) days with both parties present to deal with the matter(s) in dispute.

12.04 The Board or arbitrator, as the case may be, shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and render a decision within fourteen (14) calendar days from the date of the arbitration.

12.05 Decision of the Board/arbitrator

The decision of the majority or the arbitrator 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. The decision shall be final, binding and enforceable on all parties. The Board of Arbitration or arbitrator shall not have the power to change this Agreement or alter, modify or amend any of its provisions.

12.06 Disagreement of decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the board to clarify the decision, which it shall do within seven (7) calendar days.

12.07 Expenses of the Board

Each party shall pay:

- (1) the fees and expenses of the nominee it appoints;

(2) one-half (1/2) of the fees of the Chairperson.

- 12.08 During the arbitration procedure, the parties shall have the assistance of any employee(s) concerned as a witness. Any cost related to witnesses shall be borne by the party who called the witness.
- 12.09 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 An employee who has completed their probationary period may be suspended or discharged but only for just cause. The Employer shall notify the employee in writing of their suspension or discharge within five (5) working days of the action taking place. A copy will be forwarded to the Union.
- 13.02 Whenever the Employer or their authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the employee involved, with a copy to the President of the Union.
- 13.03 In cases of discharge or suspension, the grievor may bypass Step 1 of Article 11.03 and go directly to Step 2.
- 13.04 Except for proven abuse or proven harassment, any formal entry which relates to an employee's conduct which could be used for the purpose of discipline, shall be placed in an employee's file for a period of eighteen (18) months for a suspension or disciplinary actions, and twelve (12) months for a reprimand or adverse report, and then be removed provided there have been no further incidents of a similar nature documented and placed on the file. A copy of all such entries or documents shall be sent to the employee and the Union at the time any entry or document is placed in the file and both the employee and the Union shall be required to acknowledge receipt of same.
- 13.05 An employee shall have the right to review copies of their file provided they first make an appointment two (2) days prior to such request. This may be only done twice per year, except in the case of a grievance.

ARTICLE 14 — SENIORITY

- *14.01 Seniority is defined as the length of service with the Employer. Seniority shall be effective only after an employee has completed a probationary period of four hundred and fifty (450) worked hours. Such employee may be terminated during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the date of hire.
- *14.02 Seniority shall operate on a bargaining unit wide basis except for determining preference for holidays and vacations in which case it shall be on a departmental basis. Provided that an employee is qualified and is competently able to perform the required work, seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in the other provisions of this Agreement.

*14.03 The Employer shall maintain a seniority list showing the date upon which employees' service with the Employer commenced. Where two or more employees commenced work on the same date, preference shall be given in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on the staff room bulletin board in January of each year. Employees shall advise the Employer within thirty (30) days of the posting if their position on the list is incorrect. If no contrary advice is received within that period, the list shall be deemed to be settled.

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

- (a) Employee is discharged for just cause and is not reinstated through the grievance or arbitration procedures.
- (b) Employee resigns and does not withdraw their resignation within two (2) working days.
- (c) Employee is laid off for a period of more than twelve (12) months.
- (d) Employee is absent for at least five (5) consecutive working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (e) Employee on lay off who fails to report for work within fourteen (14) calendar days after being notified by the Employer of their recall. In each case, the employee shall be notified by telephone or Registered Mail of such recall. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (f) They fail to return to work following an approved leave of absence on the day set out when the leave was granted.

*14.05 **Transfer and seniority outside bargaining unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of four hundred and fifty (450) worked hours. If the employee returns to the bargaining unit either at their own request or at the Employer's request, they shall be placed in their former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority.
- (b) When an employee, is temporarily transferred to a position outside the bargaining unit they shall continue to earn the benefits of this Agreement and pay Union dues.

ARTICLE 15- JOB POSTINGS, PROMOTIONS, & STAFF CHANGES

15.01 When it is determined that a vacancy shall be filled, including temporary vacancies expected to exceed twelve (12) weeks, or when a new position is created within the bargaining unit, the Employer shall post notice of the position on the staff bulletin board for a period of five (5) working days during which time any employee in the bargaining unit may make written application for the position.

15.02 Such notice shall contain at least the following information: nature of the position, knowledge required, education, ability, skills, wage level and guaranteed minimum hours. Such qualifications shall be those necessary to perform the work required.

- 15.03 No application received from outside advertisements for any vacancy inside the bargaining unit shall be processed until the applications of present employees have been fully processed.
- 15.04 Both parties recognize:
- (1) the principle of promotion within the service of the Employer;
 - (2) that job opportunity shall increase in proportion to length of service and required qualifications;
 - (3) that in making staff changes, transfers or promotions within the bargaining unit, the appointment shall be made of the applicant with the greatest seniority and have the required qualifications and ability to perform the required duties. The appointment shall be made within two (2) weeks after the posting period. If two (2) or more applicants have identical seniority, the position shall be awarded to the employee who applied for the position first.
- 15.05 The successful applicant shall be placed on a trial for a period of three hundred seventy-five (375) hours worked. The placement shall be conditional on satisfactory service. In the event the successful applicant proves unsatisfactory or unwilling during this period, or if the employee is unable to perform the duties of the new job, they shall be returned to their former position and wage rate or salary without loss of seniority. Any other employee promoted or transferred because of this arrangement shall be returned to their former position and wage or salary rate without loss of seniority.
- 15.06 Within seven (7) calendar days of the date of appointment, the name of the successful applicant shall be posted on the staff room bulletin board. The Union shall be notified of all promotions, hirings, transfers and terminations.
- 15.07 (a) In the event a temporary position is expected to exceed twelve (12) continuous weeks, the position shall be posted in accordance with Article 15.01.
- (b) Temporary positions of twelve (12) weeks or less shall be offered to a willing employee in accordance with seniority. When possible, this assignment shall be scheduled giving the employees as much notice as reasonably possible. In circumstances where there is no willing employee available for the temporary position, a casual employee shall be assigned.
- * (c) Permanent employees shall have the right to apply for temporary positions which have been posted. If successful, the permanent employee shall have the right to revert back to their permanent position at the completion of the temporary position. While in the temporary position, permanent employees shall retain their right of permanent status, benefits, pension, etc. Any other employee affected by this arrangement shall also be returned to their former positions, wage or salary rate without loss of seniority.
- (d) **Once an employee accepts a temporary position, the completion of the time period must be fulfilled prior to making application for another temporary position unless:**
- (i) **The other temporary position commences after the completion of the current temporary position; or**
 - (ii) **the other temporary position is for two (2) additional shifts bi-weekly for three (3) months or similar shifts for at least six (6) months.**

Notwithstanding, casual employees in a temporary position can apply for a permanent position at any time and Permanent Part Time Employees in a temporary position can apply for a permanent full-time position at any time.

ARTICLE 16 - LAYOFFS AND RECALL

- *16.01 A lay off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- *16.02 In the event of lay off, employees shall be laid off in reverse order of seniority provided that those employees being retained are qualified and are able to competently perform the work required. Displaced employees shall have the right to bump any employee with less seniority provided that the employee is qualified and able to competently perform the work required.
- *16.03 Employees shall be recalled in order of their seniority provided that those being recalled are qualified and able to competently perform the work required.
- *16.04 No new employees shall be hired to fill a position until those laid off who have seniority have been given an opportunity for recall, provided they are qualified and able to perform the work.
- *16.05 Unless legislation is more favourable for the employee, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- *16.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK, OVERTIME & CALL BACK

- 17.01 The regular hours of work shall be seventy-five (75) hours per two (2) week period, consisting of ten (10) regularly scheduled seven and one half (7¹/₂) hour shifts.
- 17.02 Each seven and one half (7¹/₂) hour shift shall have a thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute rest periods, one (1) rest period in the first half of the shift and one (1) rest period in the second half of the shift. In the case of employees working less than a seven and one half (7¹/₂) hours shift, the rest period shall be prorated.
- *17.03 All full-time employees are entitled to two (2) consecutive days off in each two (2) week pay period unless the employee otherwise agrees.
- 17.04 Except as may be otherwise mutually agreed, there shall be a minimum of twelve (12) hours between shifts.
- *17.05 Work schedules for employees shall be posted on a bulletin board two (2) weeks in advance. However, in the case of the Christmas work period the schedule shall be posted three (3) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee.

Except where the change is by mutual agreement between the employee and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours notice prior to the start of the original shift, the employee shall be compensated at the overtime rate for each hour worked.

- 17.06 Employees in the Nursing Department shall attend work ten (10) minutes prior to the commencement of the shift for the purpose of receiving report. This is not considered paid service. All nursing staff are required to remain until their replacement arrives. Employees shall be compensated at straight time rates for any time required to remain at work after completion of their scheduled shift while waiting for replacement staff. If longer than twenty (20) minutes the employee will be compensated at overtime rates for the entire period.
- *17.07 Full-time employees shall have every second weekend off. Part-time employees shall have at least every fourth weekend off. Part-time employees shall have every third weekend off where operational requirements permit.
- *17.08 Employees in the same classification shall be able to exchange shifts with each other with the consent of the Administrator or their designate. **Requests for shift changes and approvals by the Administrator or their designate shall be done through SSC (Staff Schedule Care). The Employee's direct manager may approve shift changes manually, where appropriate.** The employee will be responsible for their scheduled shift and shall advise the Administrator or their designate **through SCC** no less than three (3) days prior to the affected shift (except in the case of an emergency) of the name of their replacement. No overtime shall be paid as a result of this request.
- 17.09 All time worked in excess of seven and one half (7½) hours per day or seventy-five (75) hours bi-weekly (14 days) shall be considered overtime. Overtime shall be paid at the rate of time and one half the employee's regular hourly rate and when taken as time off shall be at the rate of one and one half hours (1½) hours off for each overtime hour worked.
- 17.10 All overtime will be on a voluntary basis provided that if there are no or insufficient employees willing to work an overtime assignment, and overtime is essential, overtime will be assigned on the basis of seniority commencing with the most junior employee in the classification concerned.
- 17.11 Overtime and call-back time shall be divided equally among employees who are willing and qualified to perform the required work.
- *17.12 An employee who is called in to work outside of their regular working hours shall be paid for at least four (4) hours at their regular rate of pay.
- 17.13 Employees required to work a double shift shall be provided with a meal by the Employer. However, if the double shift includes the midnight shift, sandwiches will be made available for employees who work the midnight shift at no cost to the employee.
- 17.14 The Employer shall schedule on the basis of such factors as employee status, equitability and seniority.

Once the schedule is posted, any shift(s) or hour(s) arising (through additional work or vacancies) shall be filled by the following process:

- (1) Part-time employees, in order of seniority, up to 75 hours;
- (2) Casual employees, up to 75 hours;
- (3) Full-time employees, in order of seniority, up to 75 hours;

In all of the above cases, it is understood that the shift(s) or hour(s) are offered within that classification.

- 17.15 An employee who is called in to work an extra shift within one hour of the start of the shift, shall be given a reasonable amount of time to report to work and will be paid for the full shift provided that they work to the normal end of the shift.
- 17.16 **Semi-Annual Time Change**
The changing of daylight saving time to standard time, or vice versa, shall not result in the employee being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.
- 17.17 **Crossover Between Departments**
Where an Employee expresses an interest to work in another department, they shall notify their immediate supervisor in writing of their desire to work. The Employee must be qualified and able to perform the work available. The orientation for crossover shall be on a voluntary basis.
- The crossover Employee will only be asked to work after all available Employees in the designated department have been given the opportunity to work the available shift(s).**

ARTICLE 18 - WAGES & JOB CLASSIFICATION

- 18.01 The Employer agrees to pay the wage rates attached to and forming part of this Agreement as Appendix "A".
- 18.02 Where an employee is assigned temporarily to perform work in a classification in the bargaining unit that is paid at a lower rate than their own the employee shall receive their regular rate of pay for that assignment.
- 18.03 Where an employee is assigned temporarily to perform work in a classification in the bargaining unit that is paid higher than their own the employee shall receive the rate of higher classification.
- 18.04 If an employee wishes to work in a classification in the bargaining unit that is paid at a lower rate of pay than their own the employee shall receive the lower rate of pay.
- 18.05 Job classifications are set out in Appendix "A" of this Agreement and shall not be changed or eliminated without prior consultation with the Union.
- 18.06 When any position not covered by Appendix "A" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.
- 18.07 **Shift premium**
All employees shall receive a shift premium for all regular hours worked between 1800 hours and 0600 hours of **\$2.25** per hour.
- The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours worked, between 1800 hours and 0600 hours.**
- 18.10 **Weekend premium**
All employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday of **\$2.25** per hour.

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours worked, between midnight Friday and midnight Sunday.

- 18.09 Employees in classifications with increment steps shall advance to the next increment step on the employees' anniversary date.
- 18.10 Newly hired employees in classifications with multiple step wage scales shall receive recognition for previous, related and current experience, at the discretion of the Employer, on a year for year basis and be placed on the wage scale accordingly.
- 18.11 **Should a shortfall occur in any employee's paycheck that is a result of a calculation error, the money shall be paid no later than the end of the next banking day. Shortfalls that occur as a result of not signing in shall be paid the next pay period.**

ARTICLE 19 - STATUTORY HOLIDAYS

- *19.01 The Employer recognizes the following as paid holidays:

New Year's Day	National Day for Truth and Reconciliation
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Natal Day
2 Floating Holidays	

And any other day proclaimed by the Federal and Provincial Government.

- *19.02 In the event any of the above holidays fall on an employee's day off an additional day off with pay shall be granted by the Employer or the employee may elect to take the day's pay in lieu of a day off. Such additional day shall be agreed upon mutually between the employee and the Employer to be taken within thirty (30) days unless there is a provision in 19.06. An employee who works on a holiday shall be paid at the rate of time and one half (1.5x) plus another day off with pay at a time mutually agreed.
- *19.03 If one of the above holidays falls during an employee's annual vacation, the employee will receive the Statutory Holiday and they shall receive an extra days vacation to be taken at the end of the vacation period or shall have one day's vacation credited to their record. Such decision must be agreed to mutually by the Employer and the employee.
- *19.04 An employee shall have either Christmas Day or New Year's Day off on a rotational basis unless otherwise mutually agreed or pursuant with Article 17.08.
- *19.05 The time for taking the floating holidays shall be mutually agreed between the Employer and the employee.
- *19.06 If an employee's normal work day falls on a holiday listed in 19.01 they shall receive time and one half (1.5x) of their applicable rate for all hours worked in addition to the regular day's pay or at their option another day off with pay as mutually agreed or may be accumulated up to a total of five (5) days to be taken at the employee's request, if operational requirements permit, or if mutually agreed to be added to the employee's annual vacation. It is the employee's responsibility to inform the Employer of the days off desired.

- *19.07 Part-time employees who work on a holiday shall receive payment in accordance with Article 19.02. For those holidays not worked, payment shall be made on termination of employment or at the first pay in December of each year (whichever comes first) based on the number of days worked as a fraction of two hundred sixty (260) working days per year times the number of holidays not worked during the year.
- *19.08 Full-time employees must work their regularly scheduled shift immediately prior to and following the holiday so as to qualify for the holiday. An employee is excused from this obligation if absent due to illness upon proof satisfactory to the Employer, bereavement or other leave, vacation or layoff.
- 19.09 Any hours that an employee works between the hours of 00:01 hours and 24:00 hours on one of the recognized holidays shall be compensated at the appropriate holiday premium rate.
- *19.10 Notwithstanding any of the above, when a holiday falls within a period an employee is on authorized sick leave or any other authorized paid leave, a holiday is considered a holiday and no payment for any type of leave will be made for that day except as otherwise provided in the Agreement.

ARTICLE 20 - LEAVE OF ABSENCE

***20.01 Paid Bereavement Leave**

- (a) When the death of a member of an employee's immediately family occurs, the employee shall be granted five (5) consecutive calendar days (with pay if scheduled to work) immediately following the death.
- (b) Immediate family is defined as spouse (wife, husband, common-law, same-sex partner), child, step child, ward, sister, brother, parents, step parents, mother-in-law, and father-in-law. The "in law" and "step relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time the benefit is claimed.
- (c) Employees shall be permitted to change vacation leave or Employer paid sick leave to bereavement leave.

***20.02 Other family members**

Employees shall be granted three (3) consecutive calendar days off (with pay if scheduled to work) for the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, and grandparent. Employees shall be entitled to one (1) days leave with pay in order to attend the funeral of an aunt or uncle provided that the day of the funeral is on a scheduled work day of the employee.

***20.03 Additional days**

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

***20.04 Death occurring during employee's working hours**

- (a) If a death occurs in the immediate family of an employee when said employee is at work, said employee shall be granted compassionate leave with pay for the remainder of the shift for that day.

- (b) An employee on leave of absence or Workers' Compensation shall not be eligible for bereavement leave.

***20.05 One (1) day of bereavement leave provided for in 20.01 or 20.02 above may be saved if the funeral or other ceremony to commemorate the passing of the family member is held at a later date.**

Maternity, parental & adoption leave

20.06 Pregnancy and parental leave are available as provided in the Nova Scotia Labour Standards Code For ease of reference, an outline of those provisions is set out here.

20.07 Pregnancy leave

- (a) **A pregnant employee is entitled to an unpaid leave of absence of up to sixteen (16) weeks as pregnancy leave and up to another unpaid sixty-one (61) weeks as parental leave to be taken immediately after the pregnancy leave.**
- (b) **An employee shall give the Employer at least four (4) weeks' written notice for pregnancy leave.**
- (c) **The Employer may request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.**
- (d) **Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.**
- (e) **Pregnancy leave shall end on the date as the employee determines, but not later than sixteen (16) weeks after the pregnancy leave began. If the employee then takes parental leave, it shall begin and end in accordance with other provisions of this article.**

20.08 Pregnancy leave — Employer requirement

The Employer may require an employee to commence a leave of absence without pay where a pregnant employee cannot reasonably perform the employee's position or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the employee's ability to work.

***20.09 Pregnancy sick leave**

Leave for illness of an employee arising out of or associated with an employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 20, may be granted sick leave in accordance with the provisions of Article 24.

20.10 Parental leave and child birth

- (a) **The parental leave of an employee who has taken pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:**
 - (i) **shall begin immediately upon completion of the pregnancy leave, without the employee's returning to work; and**
 - (ii) **shall end not later than sixty-one (61) weeks after the parental leave began as determined by the employee, subject to the employee's giving four (4) weeks' notice of the date upon which the leave will end. In no case shall the combined pregnancy and**

parental leaves to which an employee is entitled exceed a maximum of **seventy-seven (77)** weeks.

20.11 Parental Leave and Adoption

Parental leave is also available to an employee who becomes a parent of one or more children other than a parent who gave birth to the child or children. That parental leave shall be for a period of up to **seventy (77) weeks**. This leave:

- (i) shall begin on such date coinciding with or after the birth of the child or children as the employee determines; and
- (ii) shall end not later than **seventy (77) weeks** after the child or children first arrive in the employee's home.

Adoption leave is available to an employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to **seventy-seven (77) weeks. This leave:**

- (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
- (ii) shall end not later than **seventy-seven (77) weeks** after the leave began.

An employee shall be granted one (1) day of leave with pay for the purpose of the adoption of children. This leave may be divided into two (2) periods and granted on separate days. If both adoptive parents are eligible for leave under a **collective agreement(s)** between CUPE and the Employer, the amount of paid leave taken under this clause by either one or both parents, shall not exceed one (1) day.

20.12 Proof of Eligibility

To qualify for pregnancy and/or parental leave or adoption leave, the Employer may require an employee to provide proof of eligibility.

20.13 Pregnancy/Parental/Adoption Leave Notice

- (a) The employee shall provide the Employer with at least four (4) weeks notice of the date the employee intends to begin pregnancy/parental or adoption leave. That notice and start date of the leave may be amended:
 - (i) by changing the date in the notice to an earlier date for medical reasons as verified by a **legally qualified medical practitioner**. In such cases the employee will provide as much advance notice of the revised start date of the leave as is possible; or,
 - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally **scheduled** date; or
 - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer with as much notice as reasonably practicable of the commencement of the employee's leave or return to work.
- (c) The Employer shall not terminate the employment of an employee because of the employee's pregnancy.

20.14 Pregnancy/Parental/Adoption Leave Deferral

If an employee is entitled to pregnancy/parental/adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice. An employee is entitled to only one (1) interruption and deferral of parental leave.

***20.15 Return to Work**

When an employee reports for work upon the end of a pregnancy/parental/adoption leave, the employee shall resume work in the position held by the employee immediately before the leave began, in a comparable position within the work place if their position has been eliminated.

***20.16 Service and Seniority Continuation**

While on pregnancy/parental/adoption leave, a regular 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.

***20.17 Group Benefit Plan Continuation**

(a) While an employee is on pregnancy/parental/adoption leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall pay 35% of the premium cost and the Employer shall pay 65% of the premium cost for maintaining such coverage for which the employee is eligible during the period of leave. Failure to pay premiums within thirty (30) days will result in a lapse of coverage.

(b) Vacation, sick leave and other related credits will not accrue during pregnancy/parental or adoption leave.

Note: In all cases, any medical certificate required in relation to the leaves in Article 20 must be acceptable to the Employer. Such acceptability shall not be unreasonable.

***20.18 Jury duty/Court leave**

(a) When an employee is called for jury duty or is subpoenaed to appear as a witness during scheduled working hours they, upon presenting appropriate proof (e.g. Notice of Jury Duty or subpoena), shall be granted paid leave from work for the hours or required attendance without loss of seniority or benefit.

(b) If the employee is not called to serve on a Jury at a time during the term of the Court, they shall return to the Home and resume their normal shift if there are three (3) hours or more of work remaining.

(c) Time spent by an employee required to serve as a Court or Arbitration Witness in any matters arising out of their employment, shall be considered at time worked and shall be paid at the straight time rate. However, this does not pertain to any arbitration proceedings when the employee would appear as a witness on behalf of the Union.

(d) Payment received for jury service or witness fees, excluding expenses for meals or travel shall be paid to the Employer.

***20.19 Right to deny**

Leave of absence will not be granted for the purpose of allowing an employee to take another position temporarily with another Employer, to try out new work, or venture into business for themselves.

***20.20 Personal leave**

An employee may request leave of absence; without pay or loss of seniority, for personal reasons. Such request shall be in writing and directed to the Administrator or their delegate at least four (4) weeks prior to the day the leave is required. This leave may be granted for up to one (1) year to any employee with good and sufficient cause. In cases of emergency, the remittance for requested time limits in this clause could be waived. If the employee wishes to continue their benefits coverage, they must contribute the full share of the premium for the duration of the absence providing the Employer with post-dated cheques or other arrangement acceptable to the Employer.

20.21 Leave for union business

- (a) Upon request, and giving two (2) weeks notice, an employee selected or appointed to represent the Union at Conventions or to attend meetings of the Canadian Union of Public Employees, Local 3410, its affiliates or chartered bodies, shall be eligible for leave of absence without pay or loss of benefits to attend such conventions or meetings. It is understood that the total amount of time spent in attendance at such meetings shall be limited by operational requirements. In the event of less than two weeks notice, the Employer may consider the request on a case by case basis.
- (b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request if operationally possible. The Employer will continue the employee's pay and bill the Union for wages and benefits. The granting of this leave is subject to operational requirements but shall not be unreasonably denied.
- (c) During approved leaves of absence for Union Leave, the Employer will continue the employee's pay and bill the Union for the actual cost of the leave.

***20.22 (a) Preventative Medical/Family illness**

To facilitate the employee's personal preventative medical care, and/or specialist appointments or in the case of illness of a member of the employee's immediate family meaning spouse (wife, husband, common-law, same-sex partner), child, step-child, ward, or parents, whether or not living with the employee, or any other relative of the employee who permanently resides with the employee, and when no one else other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying their Employer, leave with pay for up to five (5) paid days (ie: 37 1/2 hours) a year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulation as provided for in Article 24. Immediate family in this article means there is a current relationship at the time this benefit is claimed.

(b) Leave for emergency

An employee shall be granted a leave of absence with pay up to two (2) days per calendar year non-accumulative, for a critical condition which required their personal attention resulting from an emergency (flood, fire, etc.), which cannot be served by others or attended to by the employee at a time when they are normally off duty. These days shall be deducted from sick leave credits.

***20.23 Leave for storm or hazardous conditions**

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

1. take the absent time as unpaid; or

2. deduct the absent time from accumulated overtime, holiday time or vacation; or
3. when the employee has no entitlement to accumulated paid leave, the employee may, with approval of the Employer, make up the absent time as the scheduling allows; or
4. with permission from the Employer, the employee may exchange a shift with another employee

ARTICLE 21 - STRIKES AND LOCKOUTS

21.01 The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strikes, walkouts, slowdown or other actions by employees, which will stop, curtail or interfere in any way with the operation of the Employer during the term of this Agreement.

ARTICLE 22 — VACATIONS

- *22.01 A full-time employee shall receive an annual vacation with pay in accordance with length of service.
- (a) Employees with less than one (1) year's service as of Dec 31st shall receive vacation credits based on one (1) day per month up to a maximum of ten (10) days and paid on the basis of four percent (4%) of gross earnings.
 - (b) Employees with one (1) year's service but less than five (5) years service as of Dec 31st shall receive two (2) weeks vacation based on four percent (4%) of gross earnings to that day or two (2) weeks' pay, whichever is greater subject to 22.01(f).
 - (c) Employees with five (5) years' service but less than seven (7) years service as of Dec 31st shall receive three (3) weeks vacation based on six percent (6%) of gross earnings to that date or three (3) weeks pay, whichever is greater subject to 22. 01(f).
 - (d) Employees with seven (7) years' service but less than fifteen (15) years service as of Dec 31st shall receive four (4) weeks vacation based on eight percent (8%) of gross earnings to that date or four weeks pay, whichever is greater subject to 22.0 1(f).
 - (e) Employees with fifteen (15) or more years of service as of Dec 31st shall receive five (5) weeks vacation based on ten percent (10%) of gross earnings to that date or five weeks pay, whichever is greater subject to 22.01(f).
 - (f) Should more than thirty-five (35) working days be lost as a result of sickness, accident or leave of absence the vacation pay shall be paid as a percentage of gross earnings.
- *22.02 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation prior to termination.
- *22.03 Except for exceptional circumstances subject to agreement of the parties, no vacation of longer than two (2) weeks shall be taken between June 15th and September 15th.
- *22.04 (a) The Employer shall post a list of employee vacation entitlements during the first week of February of each year and employees may indicate their preference for the time they wish

to take their vacation, provided such request is made by March 1st. The schedule shall be approved by the Administrator and posted by March 31st.

- (b) Vacation schedules shall be posted by March 31st of each year and shall not be changed except by mutual agreement. Preference for vacation times shall be given to those employees with the most seniority. After March 31st and upon giving three (3) days notice an employee may request vacation time and it shall be granted on a first come first served basis.
- *22.05 (a) An employee who becomes sick or disabled prior to their scheduled vacation period or if an employee becomes ill during a period of vacation, and the illness is for a period of longer than five (5) or more consecutive days and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee shall be granted sick leave and their vacation credits restored to the extent of the sick leave. The employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:
- the date the employee saw the physician;
 - the date the employee became ill;
 - the nature of the illness; and
 - the duration or expected duration of the illness.
- (b) An employee shall be permitted to change vacation leave to sick leave, if during the vacation an employee is hospitalized and such hospitalization is supported by a medical certificate from a legally qualified medical practitioner from the attending hospital. An employee's vacation shall be restored to the extent of the period of the hospitalization. Vacation leave shall then be rescheduled at a time mutually agreed between the employee and the Employer.
- *22.06 Part-time employees shall receive vacation entitlements as per Article 22.01 except that the pay will be on a prorated basis.
- *22.07 Employees vacation entitlements must be taken each year. Vacations earned in the current year from January 1st to December 31st are to be taken in the following year during January 1st to December 31st. Vacation cannot be taken in advance. Vacation must be and can only be taken in time. Vacation cannot be paid — except as under Vacation Options. No vacations will be scheduled between December 15th and January 7th unless mutually agreed between the Employer and the employee. Vacation may be carried over in extenuating circumstances. Requests for carry over will not be unreasonably denied.
- *22.08 No employee shall be requested to work during their scheduled vacation period. However, should an employee agree to work, they shall be paid at time and one half (1.5x) the regular rate of pay plus one (1) vacation lieu day off for each day on which work was performed.
- *22.09 Vacation Options — Vacation principles and a list of options which can be used by full-time employees when requesting vacation are outlined in Schedule "A" attached to this Agreement.

ARTICLE 23 - HEALTH AND SAFETY

- 23.01 (a) The Employer and the Union shall cooperate in continuing and perfecting the safety and health measures now in effect. The Employer shall follow and work closely with the new Occupational Health & Safety Act, and it will serve as the guidelines for safety practices within the Home,

- (b) The Employer and the Union will establish a Health and Safety Committee comprised of three (3) representatives from the Employer and three (3) members of the Union. This committee will meet on a monthly basis.
- 23.02 The Employer shall make reasonable provision for the health and safety of employees during hours of employment.
- 23.03 The Health & Safety Committee shall be notified of each accident or injury and may investigate the nature and cause of the accident or injury. Each compensable accident or injury shall be reviewed as to cause of accident or injury.

ARTICLE 24 - SICK LEAVE

- *24.01 Sick leave is an indemnity not an acquired right. An employee who is absent from a scheduled shift on sick leave shall only be entitled to sick leave with pay if the employee is not otherwise receiving pay from the Employer (which includes, but is not limited to holiday pay, vacation pay, and paid leave of absence for that day) or from a third party insurer (including payments under the Workers' Compensation Act), and providing the employee has sufficient sick leave credits. Sick leave shall be considered to mean the period of time an employee is absent from work because of sickness or disability, or because of an accident from which compensation is not being paid under the Workers' Compensation Act. Except as provided in Article 25, no sick leave will be granted to an employee in case of sickness or accident which is compensable under the Workers' Compensation Act.
- *24.02 The Employer agrees that each employee is entitled to 11.25 hours (1.5 days) for each of 162.5 hours (21.66 days) the employee works. The maximum accumulation shall be four hundred fifty (450) hours sixty (60) days.
- *24.03 (1) Any employee covered by this Agreement while on sick leave with pay shall receive the applicable rate of pay from the Employer.
- (2) Employees who are off for five days or more may be required to produce a medical certificate from their doctor. Where the Employer has reason to suspect that an employee is misusing sick leave, the Employer may put the employee on notice that they are required to produce a medical certificate for any illness.
- *24.04 If an employee calls in sick and they are unaware of the duration of the sickness, then the employee must call in on a daily basis in order for the Home to maintain proper scheduling or until a doctor has put the employee off for an extended period. Sick leave of less than one (1) month, the employee shall give one (1) days notice. Between one to three (1 to 3) months sick leave, five (5) days notice. Over three (3) months of sick leave, the employee shall give two (2) weeks notice of their intended return to work.
- *24.05 Fraudulently applying for and obtaining sick leave may be cause for discipline up to and including discharge.
- *24.06 In any case of absence of an employee due to sickness, the matter shall be reported where it is a day shift at least two (2) hours prior to the time that such employee's shift is to commence, and where it is an afternoon or night shift, at least three (3) hours prior to the time that such employee's shift is to commence. This notification must be done through the employee's immediate supervisor.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 (a) Group Life, LTD and Extended Health

The Employer shall pay for all eligible employees, 50% of the life insurance premiums and 50% of the long term disability plan premiums and 65% of the extended health plan premium. Life insurance and LTD are mandatory.

(b) All full-time employees and part-time employees shall, after completing their probationary period and subject to the rules and regulations of the plan, be eligible to join the long term disability plan.

(c) Nova Scotia Health Employees Pension Plan (NSHEPP)

Upon enrollment in the pension plan, the terms of the Plan respecting eligibility and levels of contribution shall apply.

***(d) Dental benefits will be made available to permanent employees in the bargaining unit effective January 1, 2014.**

***(e) 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.**

***(f) Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.**

25.02 Workers' compensation

(1) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

(2) **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 NSHE 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 receipt of WCB benefits. This shall not determine the Employee's eligibility to participate in the Plans.**

- (3) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (4) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (5) 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.
- (6) An employee shall not accrue any other benefits while on Workers' Compensation.
- (7) Failure to pay premiums within 30 days will result in a lapse of coverage.
- (8) This provision shall not apply to casual employees, except for Article 25.02(4).
- * (9) An Employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the Employee continues to receive WCB benefits for the time worked.**

25.03 All employees shall be covered by the Workers' Compensation Act. Accidents are to be reported immediately and will be submitted and administered in accordance with the Workers' Compensation Board.

***25.04 Leave of absence without pay**

To continue coverage during any period of leave without pay, the employee shall pay the employee's share of medical, group life and disability and dental premiums. (The Employer will continue its share of the premiums.) If not paid within thirty (30) days, coverage will lapse.

- (a) For any leave of absence without pay of ten (10) days or more, vacation, sick leave and other related credits will not accrue.

25.05 The Employer will provide parking on a first come first serve basis for staff, and it shall continue to be at no charge to the employee.

ARTICLE 26 — TRAINING

26.01 Training during normal work hours

An employee required by the Employer to take training during their normal working hours will be
Paid their regular rate of pay while in training.

26.02 Training outside normal working hours

An employee required by the Employer to take training outside normal working hours, will be compensated at their regular rate of pay for the actual period while in training.

26.03 Voluntary training

Where training facilities are provided by the Employer on a voluntary basis, an employee taking advantage of such training will not be compensated.

26.04 The Employer agrees to the principle of staff development and any pertinent information received by the Employer regarding workshops, seminars, etc., will be screened by the Employer and posted on the bulletin board.

***26.05 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 not be considered time worked but will be paid at the regular hourly rate of the Employee.
- (c) If the Employer permits, an Employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The Employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

ARTICLE 27 - CONTRACTING OUT

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

ARTICLE 28 - TERM OF AGREEMENT

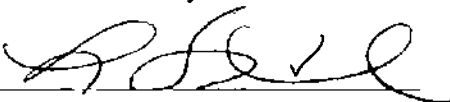
28.01 This Agreement shall be in effect for the period commencing **November 1, 2020** and ending **October 31, 2023** and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this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

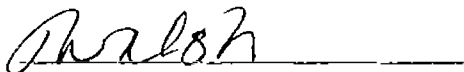
28.02 Wages for all employees shall be retroactive to **November 1, 2020**, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retro-activity upon giving the Employer notice within 30 days of the signing of this Agreement.

SIGNED this 28 day of ^{November}~~October~~, 2023

SIGNED ON BEHALF OF:


Heart of the Valley LTC Centre








Canadian Union of Public Employees
Local 3410





APPENDIX "A"
WAGE SCHEDULE

PCW I (without course)		2020/10/31	2020/11/1	2021/11/1	2022/2/10	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	DOH SET	3.00%	0.50%
Start	Annual	\$35,821.70	\$ 36,358	\$ 36,904	\$ 37,634	\$ 38,763	\$ 38,957
	Hrly	18.3701	18.6453	18.9250	19.2995	19.8785	19.9779
After 1 Year	Annual	\$36,554.98	\$ 37,104	\$ 37,661	\$ 38,391	\$ 39,543	\$ 39,741
	Hrly	18.7462	19.0279	19.3133	19.6879	20.2785	20.3799
After 2 Years	Annual	\$37,264.68	\$ 37,824	\$ 38,391	\$ 39,146	\$ 40,321	\$ 40,522
	Hrly	19.1101	19.3969	19.6879	20.0751	20.6774	20.7808
After 3 Years	Annual	\$37,973.31	\$ 38,543	\$ 39,121	\$ 39,879	\$ 41,075	\$ 41,281
	Hrly	19.4735	19.7654	20.0619	20.4508	21.0643	21.1696
After 4 Years	Annual	\$38,681.94	\$ 39,263	\$ 39,852	\$ 40,635	\$ 41,854	\$ 42,063
	Hrly	19.8369	20.1350	20.4370	20.8385	21.4637	21.5710
PCW III/CCA		2020/10/31	2020/11/1	2021/11/1	2022/2/10	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	DOH SET	3.00%	0.50%
Start	Annual	\$36,529.25	\$ 37,078	\$ 37,634	\$ 44,660	\$ 46,000	\$ 46,230
	Hrly	18.7329	19.0143	19.2995	22.9026	23.5896	23.7076
After 1 Year	Annual	\$37,264.68	\$ 37,824	\$ 38,391	\$ 45,572	\$ 46,939	\$ 47,174
	Hrly	19.1101	19.3969	19.6879	23.3703	24.0714	24.1917
After 2 Years	Annual	\$37,997.97	\$ 38,568	\$ 39,146	\$ 46,502	\$ 47,897	\$ 48,137
	Hrly	19.4861	19.7784	20.0751	23.8472	24.5626	24.6854
After 3 Years	Annual	\$38,708.75	\$ 39,290	\$ 39,879	\$ 47,451	\$ 48,875	\$ 49,119
	Hrly	19.8506	20.1485	20.4508	24.3338	25.0639	25.1892
After 4 Years	Annual	\$39,443.10	\$ 40,035	\$ 40,635	\$ 48,419	\$ 49,872	\$ 50,121
	Hrly	20.2272	20.5306	20.8385	24.8303	25.5752	25.7030

Rec. Assistant (with & without PCW course)		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$37,706.37	\$ 38,273	\$ 38,847	\$ 40,012	\$ 40,212
	Hrly	19.3366	19.6270	19.9214	20.5190	20.6216
Start	Annual	\$38,347.46	\$ 38,923	\$ 39,507	\$ 40,692	\$ 40,896
	Hrly	19.6654	19.9606	20.2600	20.8678	20.9722
After 1 Year	Annual	\$39,131.14	\$ 39,718	\$ 40,314	\$ 41,523	\$ 41,731
	Hrly	20.0673	20.3682	20.6737	21.2939	21.4004
After 2 Years	Annual	\$39,930.89	\$ 40,530	\$ 41,138	\$ 42,372	\$ 42,584
	Hrly	20.4774	20.7846	21.0964	21.7293	21.8379
After 3 Years	Annual	\$40,745.65	\$ 41,357	\$ 41,978	\$ 43,237	\$ 43,453
	Hrly	20.8952	21.2088	21.5269	22.1728	22.2836
After 4 Years	Annual	\$41,575.42	\$ 42,200	\$ 42,833	\$ 44,118	\$ 44,338
	Hrly	21.3207	21.6408	21.9655	22.6244	22.7375

		2020/10/31	2020/11/1	2021/11/1	annualized increase 2022/11/1	2022/11/1	2023/10/31
Dietary Worker, Environmental Services		0.50%	1.50%	1.50%	\$1,950	3.00%	0.50%
Probationary Rate	Annual	\$34,141.78	\$ 34,653	\$ 35,173	\$ 37,123	\$ 38,237	\$ 38,428
	Hrly	17.5086	17.7708	18.0374	19.0374	19.6085	19.7066
Regular Rate	Annual	\$34,722.84	\$ 35,245	\$ 35,774	\$ 37,724	\$ 38,855	\$ 39,050
	Hrly	17.8065	18.0743	18.3454	19.3454	19.9258	20.0254

Cook (non- Journeyman)		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$43,095.60	\$ 43,741	\$ 44,398	\$ 45,729	\$ 45,958
	Hrly	22.1003	22.4315	22.7680	23.4510	23.5683
Regular Rate	Annual	\$43,826.74	\$ 44,484	\$ 45,152	\$ 46,506	\$ 46,739
	Hrly	22.4752	22.8125	23.1547	23.8493	23.9686

Cook (Journeyman)		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$47,095.44	\$ 47,802	\$ 48,519	\$ 49,975	\$ 50,225
	Hrly	24.1515	24.5141	24.8818	25.6282	25.7564
Regular Rate	Annual	\$47,895.19	\$ 48,613	\$ 49,343	\$ 50,823	\$ 51,077
	Hrly	24.5616	24.9300	25.3039	26.0630	26.1933
Maintenance		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$44,311.31	\$ 44,976	\$ 45,650	\$ 47,020	\$ 47,255
	Hrly	22.7237	23.0644	23.4104	24.1127	24.2333
Regular Rate	Annual	\$45,062.82	\$ 45,739	\$ 46,425	\$ 47,818	\$ 48,057
	Hrly	23.1091	23.4559	23.8077	24.5219	24.6445
Physio Assistant with or without PCW Course		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$38,032.27	\$ 38,601	\$ 39,180	\$ 40,356	\$ 40,558
	Hrly	19.5037	19.7956	20.0926	20.6953	20.7988
Start	Annual	\$38,678.73	\$ 39,260	\$ 39,849	\$ 41,045	\$ 41,250
	Hrly	19.8352	20.1334	20.4354	21.0485	21.1537
After 1 Year	Annual	\$39,469.91	\$ 40,062	\$ 40,663	\$ 41,883	\$ 42,092
	Hrly	20.2410	20.5446	20.8528	21.4784	21.5858
After 2 Years	Annual	\$40,275.02	\$ 40,879	\$ 41,492	\$ 42,737	\$ 42,951
	Hrly	20.6538	20.9637	21.2781	21.9165	22.0260
After 3 Years	Annual	\$41,096.22	\$ 41,710	\$ 42,336	\$ 43,606	\$ 43,824
	Hrly	21.0750	21.3900	21.7108	22.3621	22.4739
After 4 Years	Annual	\$41,932.42	\$ 42,562	\$ 43,200	\$ 44,496	\$ 44,719
	Hrly	21.5038	21.8267	22.1541	22.8187	22.9328

Physio Assistant with diploma or degree		2020/10/31	2020/11/1	2021/11/1	2022/11/1	2023/10/31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate						
	Annual	\$41,263.46	\$ 41,882	\$ 42,510	\$ 43,785	\$ 44,004
	Hrly	21.1608	21.4779	21.8001	22.4541	22.5664
Start						
	Annual	\$41,964.58	\$ 42,594	\$ 43,233	\$ 44,530	\$ 44,753
	Hrly	21.5202	21.8433	22.1710	22.8361	22.9503
After 1 Year						
	Annual	\$43,184.58	\$ 43,833	\$ 44,490	\$ 45,825	\$ 46,054
	Hrly	22.1459	22.4783	22.8155	23.5000	23.6175
After 2 Years						
	Annual	\$44,490.35	\$ 45,157	\$ 45,835	\$ 47,210	\$ 47,446
	Hrly	22.8156	23.1576	23.5050	24.2101	24.3312
After 3 Years						
	Annual	\$46,014.81	\$ 46,704	\$ 47,405	\$ 48,827	\$ 49,071
	Hrly	23.5974	23.9509	24.3101	25.0394	25.1646
After 4 Years						
	Annual	\$47,433.14	\$ 48,145	\$ 48,867	\$ 50,333	\$ 50,584
	Hrly	24.3246	24.6896	25.0599	25.8117	25.9408

All hourly rates are based on 1950 hours.

For greater clarity, part-time employees will receive the same hourly rate as full-time employees based on hours worked.

APPENDIX "B"

CASUAL EMPLOYEES - TERMS OF INCLUSION

WAGES & BENEFITS

Section 1: In lieu of the benefits provided to employees under the Agreement, casual employees shall be compensated with a supplementary payment equal to six percent (6%) of their earnings in each bi-weekly pay period. This payment will represent four percent (4%) for vacation and two percent (2%) for all other benefits.

A casual employee who works on a holiday (See list 19.01) shall be paid at the rate of time and one half (1½) for the hours so worked. A casual employee, however, is not entitled to an additional day. This benefit is included in the two percent (2%) outlined above for all other benefits.

GROUP BENEFITS

Section 2: (a) Casual employees shall be entitled to participate in the Group Life, Group Health and/or Pension Plan in accordance with the eligibility provisions of the respective benefit plans.

(b) The Employer agrees to participate in the fifty percent (50%) cost sharing of the respective benefits as provided to regular employees under the Agreement but only for those casual employees agreeing to pay their respective share while participating in the Group Life, Group Health and/or Pension Plan.

SCHEDULING

Section 3: (a) Casual employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the casual employee shall be provided with work or be paid for four (4) hours for the cancelled shift.

(b) The assignment of casual employees for available shifts shall be on the basis of availability and assigned at the Employer's discretion. Such shifts shall be distributed as equitably as possible.

AVAILABILITY

Section 4: (a) Casual employees shall confirm to the Employer in writing the extent of their availability for shifts. This shall be done three (3) weeks prior to the schedule being posted.

(b) Casual employees who have indicated an availability to work, may be assigned shifts in accordance with operational requirements.

(c) Where the availability status of a casual employee changes from that previously accepted by the Employer, the casual employee must indicate the extent of the change in availability in writing to the Employer. Such changes require the approval of the Employer. Such approval shall not be unreasonably denied.

- (d) Casual employees must be available for at least one (1) weekend a month. Casual employees must be available for a variety of a variety of all shifts.

CASUAL SENIORITY

- Section 5:
- (a) A record as to the hours worked by a casual employee shall be maintained by the Employer and be made available to the Union. This record shall constitute the casual seniority list, updated at six (6) months in January and July. Seniority for each six (6) month period shall remain unchanged except for the purpose of filling permanent positions.
 - (b) The Employer shall refer to the number of hours worked as the determining factor where two or more casual employees are, deemed equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the casual employees with the greater casual seniority will be given preference.
 - (c) Casual seniority shall only apply to the casual employee in accordance with the terms of Section 5(b).

DATE OF EMPLOYMENT

- Section 6:
- (a) Should a casual employee become a regular employee, the date of employment shall be the date of appointment to the regular position plus all hours worked as listed in Section 5(a) of this Appendix divided by 1950 hours.
 - (b) In the event that a casual employee does not work forty (40) hours in a calendar quarter, excluding approved periods of unavailability or other mitigating circumstances, such employee will be dropped from the payroll and cease to be an employee.

COLLECTIVE AGREEMENT APPLICATION

- Section 7: The provisions of the Agreement apply to the casual employees except for the following provisions. Such provisions are indicated in the body of the Agreement with as asterisk (*).

5.02, 5.03, 5.06, 5.07
14.01, 14.02, 14.03, 14.04, 14.05
15.07c
16.01, 16.02, 16.03, 16.04, 16.05, 16.06
17.03, 17.05, 17.07, 17.08, 17.12
19.01, 19.02, 19.03, 19.04, 19.05, 19.06, 19.07, 19.08, 19.10
20.01, 20.02, 20.03, 20.04, 20.05, 20.09, 20.15, 20.16, 20.17, 20.18, 20.19,
20.20, 20.22, 20.23
22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 22.08, 22.09
24.01, 24.02, 24.03, 24.04, 24.05, 24.06
25.01(d), 25.01(e), 25.01(f), 25.04
26.05
27.01
Schedule "A" – Vacation Options

APPENDIX "C"

12 HOUR SHIFTS

Modified Work Weeks (E.G. 12 Hour Shift)

- (a) Where employees in a unit or department have indicated a desire to work a modified work week, the Employer may authorize experiments with a modified work schedule, providing operational requirements permit and the provision of services are not adversely affected and the costs of implementing or operating such schedule do not exceed normal operating expenditures.
- (b) In the event a modified work week:
- (a) does not result in the provision of satisfactory service to residents and the public;
 - (b) incurs an increase in costs to the Employer;
 - (c) is operational impractical for other reasons.

The Employer may require a return to regular times of work, in which case the employees shall be provided with sixty (60) calendar days notice of such change.

- (c) Each twelve (12) hour shift will have forty-five (45) minutes of unpaid lunch breaks and forty-five (45) minutes of paid break time. The distribution of breaks and lunch times can be arranged with mutual agreement provided operation requirements permit.

The total paid time for twelve (12) hours shifts is $11\frac{1}{4}$ hours.

e.g. One (1) twelve (12) hour shift for sick leave = $1\frac{1}{2}$ sick days.

One (1) twelve (12) hours shift for vacations = $1\frac{1}{2}$ vacation days.

Any scheduled twelve (12) hour shift missed due to any paid or unpaid absence (such as statutory holidays) leaves as per Article 20 and any such time will be considered as $1\frac{1}{2}$ days.

The Employer agrees to review and implement any twelve (12) hours shift schedule provided by CUPE Local 3410 that meets the above criteria, This twelve (12) hour shift schedule must have two-thirds ($\frac{2}{3}$) majority of the affected employees to agree with this schedule. This schedule shall not involve an extra cost to the Employer. The schedule shall revert back to a seven and one half ($7\frac{1}{2}$) hour schedule if fifty percent (50%) plus one (1) of the affected employees agree. The twelve (12) hour shift schedule will be given a four (4) month trial before a vote to revert back to seven and one-half ($7\frac{1}{2}$) hour shift schedule can be taken.

- (d) The schedule will have a variety of 12 hour and 8 hour shifts.
- (e) Overtime
- (1) All time worked in excess of a twelve (12) hour shift per day will be considered as overtime. ie: time in excess of eleven and one-quarter ($11\frac{1}{4}$) hours worked.
 - (2) If there are eight (8) hour shifts in the schedule, then time worked in excess of seven and one-half ($7\frac{1}{2}$) hours in that shift will be considered as overtime.
 - (3) All employees: time worked in excess of seventy-five (75) hours bi-weekly during the regularly scheduled bi-weekly period will be considered overtime.

APPENDIX "D"

APPLICATION / AVAILABILITY FOR TEMPORARY VACANCY

I, _____, wish to apply for the temporary position posted _____.

I wish to be considered for any temporary positions, which may become available as a result of the original temporary posting.

Yes _____

No _____

If any positions become available in the _____ Department as a result of the posting of the temporary position, I wish to be considered.

Employees appointment to any of the temporary positions which may become available as a result of the temporary job posting will be awarded the position subject to applicable provisions of Article 15 of the Agreement.

SCHEDULE "A"
VACATION OPTIONS

Principles — Maximum 1-week pay
Minimum Block = time off

Full-time and part-time employees only:

- 22.01 (c) Earn 3 weeks (15 days) - 2-week (10 days) block + 1 week (5 days) random
or:
1 week (5 days) or pay
- 22.01 (d) Earn 4 weeks (20 days) — 2 -week (10 days) block + 2 weeks (10 days) random
Or:
1 week (5 days) random + 1 week (5 days) pay
- 22.01 (e) Earn 5 weeks (25 days) — 2 week (10 days) block + 2 weeks (10 days) random +
1 week (5 days) pay

In any of Article 22.01 (c,d,e) the total time can also be taken as time

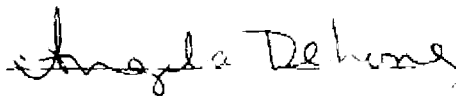
SIGNED THIS 28 day of ^{November} ~~October~~, 2023

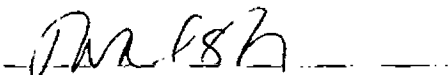
SIGNED ON BEHALF OF

Heart of the Valley LTC Centre

Canadian Union of Public Employees Local 3410






Jana Dureau



Memorandum of Agreement

Diversity, Equity and Inclusion in the Workplace Committee


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

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of the LTCCSCC).
- (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.
- (d) The Committee will formalize terms of reference and determine its own procedure and processes.
- (e) The Committee will meet on an as needed basis, but no less than quarterly.
- (f) The Committee shall, among other things:
 - Consult with and seek input from representatives from diverse and under-represented groups as it relates to work within Long Term Care in Nova Scotia.
 - Research and, where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.
 - Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion in the workplace.

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

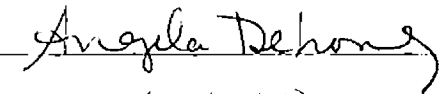
Signed the 28 day of November 2023.

For the Employer:



M. Smith
Sara Duman

For the Union:



Mabel LeClair

Letter of Understanding

Payout of Excess Vacation Pay Calculation

BETWEEN:

HEART OF THE VALLEY LONG TERM CARE CENTRE

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3410

In accordance with Article 22.01, when the vacation pay as a percentage of gross earnings from the previous year is calculated and is greater than the corresponding weeks' vacation with pay entitlement, the excess vacation pay shall be paid to employees not later than the second pay in January, commencing in January 2023 for the 2022 year

Signed the 28 day of November, 2023.

For the Employer:





Sara Dineen

For the Union:

