

COLLECTIVE AGREEMENT

BETWEEN

MAGNOLIA CONTINUING CARE LTD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 5165

Term: November 1, 2020 to October 31, 2023

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ARTICLE 1 - PREAMBLE

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

- To maintain and improve the harmonious relationship between the Employer and the Union;
- To set forth certain terms and conditions of employment;
- To promote the morale, well-being and security of all parties;
- To maintain and improve efficiency of operations;
- To provide the highest quality of care to the residents of the Magnolia

ARTICLE 2 - DEFINITIONS

2.01 For the purposes of this Agreement:

- (a) **“Casual employee”** - means those employees who work on an irregular, day-to-day basis on the mutual agreement of the employee and the Employer. Casual employees are not included in the bargaining unit and shall not be covered by the terms of this Agreement.
- (b) **“Probationary period”** – means five hundred twenty eight (528) regular hours worked from the most recent date of hire with the employer. Employees who are completing their probationary period are not included in the bargaining unit and shall not be covered by the terms of this Agreement. The probationary period may be extended by mutual agreement between the union and the employer.
- (c) **“Regular Full Time employee”** - means an employee who has successfully completed the probationary period and who is regularly scheduled to work eighty (80) hours per bi-weekly pay period.
- (d) **“Regular Part Time employee”** – means an employee who has successfully completed the probationary period and who is regularly scheduled to work less than eighty (80) hours per bi-weekly pay period. Subject to eligibility requirements, these employees are entitled to benefits on a prorated basis.
- (e) **“Temporary employee”** – means an employee who is hired without the intention of becoming regular full time or regular part-time and who works within a specified time period in a temporary position. Temporary employees while in a temporary position shall become members of the bargaining unit upon successful completion of the probationary period. Temporary employees shall be subject to the provisions of this Agreement except that they shall not be entitled to accumulate seniority.

If a Regular employee assumes a temporary position, that employee shall retain their seniority and be subject to the terms and conditions of the collective agreement based upon regular hours paid in the temporary position. Upon termination of the temporary position, the Regular employee filling the temporary position shall return to their regular position.

A Temporary position may be extended, shortened, or terminated at the sole discretion of the Employer.

- (f) **“Regular hours worked”** – hours of work at the regular rate of pay excluding overtime hours and hours paid for the purposes of vacation, holiday, and other paid leaves.
- (g) **“Regular hours paid”** - hours paid by the Employer to a maximum of 2080 hours annually including paid vacation hours, the straight time equivalent of paid holiday hours and any other approved paid leaves for which an employee is compensated by the Employer, but excludes overtime hours and any hours paid by a third party (e.g. WCB)
- (h) **“Holiday”** – means the twenty-four (24) hour period commencing at 0001 on a day designated as a holiday in this Agreement.
- (i) **“Working Days”** - shall mean business day, that is Monday through Friday (excluding Saturday, Sunday and statutory holidays).
- (j) **“Service”**- means the length of continuous employment with the Employer dating from the most recent date of hire with the Employer.
- (k) **“Spouse”** - means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.

2.02 Where the singular is used in this agreement, it shall be considered as if the plural has been used where the context requires.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5165 as the sole and exclusive collective bargaining agent of the employees in the bargaining unit, as follows:

All full-time and regular part-time employees of the Employer excluding office and clerical employees, Registered Nurses, supervisors and those above the rank of supervisor, and those persons excluded by paragraphs (a) and (b) of subsection 2 of

section 2 of the Trade Union Act as per the certification Order of the Labour Relations Board, being LRB # 0588.

3.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to the terms of this Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The union recognizes and acknowledges that, subject to the terms of this agreement the employer retains all the rights, functions, and responsibilities vested in it as manager of The Magnolia Continuing Care Ltd so as to give the highest possible standard of service and care to its residents.
- 4.02 The Employer shall have the exclusive right to manage the business, direct employees, including the right to select, hire, transfer, promote, demote, lay-off, rehire, suspend or discharge for just cause, and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the employer in a discriminatory manner.
- 4.03 The Union recognizes the rights of Management to make fair and reasonable rules.

ARTICLE 5 - NO WORK INTERRUPTIONS

- 5.01 It is agreed that there shall be no strikes by the employees covered by this Agreement and/or the Union during the time this Agreement is in effect and it is agreed that there shall be no lockouts by the Employer during the time this Agreement is in effect.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The Employer and the Union agree that neither the Employer nor the Union will discriminate against any employee contrary to the *Nova Scotia Human Rights Act, RSNS 1989, c 214* or because of membership or non-membership in the Union.

ARTICLE 7 - UNION SECURITY AND REPRESENTATION

- 7.01 As a condition of employment, all employees who are now members of the Union shall remain members of the Union and new employees shall become members in good standing of the Union upon successful completion of the probationary period.
- 7.02 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other form of liability that arises out of or by reason of

any action taken or not taken by the Employer for purposes of complying with Article 7.00.

- 7.03** The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with its constitution. Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z7 not later than the 15th day of the following month, accompanied by a list of the names, total earnings, and classification of the employee, from whose wages the deductions have been made. Income tax and T-4 slips shall reflect the total amount of Union dues deducted.
- 7.04** 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 regular full-time, regular part-time, temporary)

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

- 7.05** The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.
- 7.06** The Employer agrees to provide the Recording Secretary of the Union, or designate, with a copy of the letter of hire for all newly hired employees in the bargaining unit within two (2) weeks of becoming a member of the bargaining unit.
- 7.07** The Union shall not be prevented by the Employer from having the assistance of a representative from the Canadian Union of Public Employees for meetings with the Employer as required in the grievance procedure or during collective bargaining.
- 7.08** The Canadian Union of Public Employees representative may have access to the Employer's premises with the prior approval of the Employer, which approval shall not be unreasonably withheld.

- 7.09 The Union bargaining committee shall be elected or appointed and consist of not more than three (3) members. The Union will advise the Employer of the Union members of the committee.
- 7.10 Any representative of the Union on the Bargaining Committee, who is an employee of the Employer, shall have the right to attend negotiation meetings. The Employer agrees to pay these employees at their regular straight time rate for each day spent in negotiations. In return, the Union agrees to fully reimburse the Employer for all salary and benefits paid to these employees as a result of negotiations.
- 7.11 Upon request of the union, the Employer agrees to provide all information it deems relevant for the purposes of collective bargaining.
- 7.12 The Employer agrees to recognize up to two (2) appointed or elected representatives of the Union as Shop Stewards. These representatives of the Union must have completed their probationary period and be covered by this Agreement. It is acknowledged that the shop steward as an employee will continue to perform their regular duties as required by the Employer and any Union activity on the Employer's premises shall not conflict with those duties. No more than one Shop Steward at a time may leave their regular duties to assist employees in processing grievances as defined in this Agreement but they must obtain prior permission from Management for such purposes.
- 7.13 The Employer shall be provided with a list in writing of all Union Officers and Stewards and their terms in office and shall be immediately advised of any changes to the list.
- 7.14 The Stewards selected shall constitute the Grievance Committee along with the officers of the local union.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union or such delegate as the Union or Employer may from time to time designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 The Employer and the Union shall establish a Labour Management Committee made up of not more than three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. An Employer representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 9.02 The Committee shall meet to foster good communications and effective working relationships between the parties in the spirit of co-operation and good will within

the Home. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall not have the power to add, to modify or amend this Agreement.

9.03 The Committee shall meet every four (4) months or otherwise when mutually agreed, provided an agenda of the matters proposed to be discussed is given by one party to the other party at least three (3) working days prior to the meeting. Employees on duty at the time of such a meeting shall not lose any pay while attending. Employees off duty at the time of such meeting will not be paid for their attendance.

9.04 Minutes, unless otherwise mutually agreed, of each meeting of the Committee shall be prepared by the Party whose representative was chairperson of the meeting and shall be distributed to the other party within two (2) weeks.

ARTICLE 10 - GRIEVANCE

10.01 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement. Where a question arises as to whether a particular dispute is or is not a grievance, the matter may be taken through the grievance procedure and determined if necessary by arbitration.

10.02 (a) Informal Step:

Both parties recognize the benefit of resolving differences or disputes as quickly as possible and, therefore, the parties agree that employees shall discuss such issues with their immediate supervisor within five (5) working days of the date the employee knew or ought to have known about the event giving rise to the grievance. The employee may have the assistance of a Union Representative if requested. If the discussion does not resolve the issue, it may be referred to the Grievance Procedure as outlined in (b) below.

(b) Formal Steps

If the difference or dispute cannot be resolved by the informal process set out in (a) above, grievances shall be processed in the following manner:

Step 1

If the Union is not satisfied with the reply from the Supervisor in the Informal Step in (a) above, the Union may, within five (5) working days from the date of the reply in the Informal Step, submit the grievance in writing to the appropriate Director or designate. The grievance must state the details of the complaint and the Articles

of this Agreement being relied on by the Union. The Director or designate shall reply in writing to the union within five (5) working days.

Step 2

If the Union is not satisfied with the response received in Step 1, the Union may, within five (5) working days from the date of the response in Step 1, submit the grievance in writing to the Administrator. The Administrator shall reply in writing to the Union within five (5) working days. If no satisfactory settlement is reached within ten (10) working days following the reply from the Administrator, the parties shall agree to convene a meeting to find a resolution to the grievance prior to the union referring the matter to arbitration.

10.03 Individual Grievances

Any grievance that relates to an individual member of the Union shall be signed by the employee and the Union. In the case that a grievor is not available to the Union at the time the grievance is filed it may be signed and submitted on the grievor's behalf by a Union officer.

10.04 Time limits

The time limits in this Article are mandatory. The time limits may be extended by mutual agreement of the Employer and the Union in writing.

ARTICLE 11 - ARBITRATION

11.01 Referral to Arbitration

The union may refer a matter to arbitration by giving notice to the employer within forty-five (45) working days of the meeting between the parties as set out in step 2 of Article 10.02(b).

11.02 Single Arbitrator

In the event that a grievance is submitted to arbitration, the matter shall be heard by a single arbitrator unless it is mutually agreed by the Employer and the Union that the matter should be heard by a three (3) person board of arbitration.

The Union and the Employer shall agree upon a single arbitrator. In the event that the parties are unable to agree, the single arbitrator shall be appointed by the Minister of Labour.

11.03 Arbitration Board

In the event that the parties agree to refer the matter to a three (3) person arbitration board, the board shall be selected as follows:

The Union and the Employer shall each appoint a member of the arbitration board who shall then appoint a chairperson. Should the parties fail to agree in the selection of a chairperson, the chairperson will be named by the Minister of Labour.

- 11.04** The single arbitrator or board of arbitration shall render a decision in as short a time as possible.
- 11.05** The remuneration of the single arbitrator or members of the arbitration board is to be in accordance with the provisions of the *Trade Union Act*.
- 11.06** The parties may choose to participate in an alternative form of dispute resolution if mutually agreed.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.01** An employee who has completed their probationary period may be disciplined or discharged for just cause.
- 12.02** When the Employer requires a meeting for the purpose of interviewing an employee pertaining to an incident that could lead to discipline, the employee will be notified of their right to be accompanied at that meeting by a union representative. At any meeting the purpose of which is the imposition of discipline of an employee, the employee shall be notified of the right to have a union representative present. In any case, union attendance shall not result in undue delay.
- 12.03** Where an employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) calendar days of the discipline, suspension or discharge notify the Employee in writing of the action, with a copy to the Union.
- 12.04** An employee who has been subject to disciplinary action other than suspension may, after thirty (30) months of continuous service from the date the disciplinary action was invoked and provided there has been no recurrence of any further discipline during that time period, request in writing that the employment file be cleared of any record of the disciplinary action.
- 12.05** An employee who has been subject to a suspension may, after forty-two (42) months of continuous service from the date the suspension was invoked and provided there has been no recurrence of any further discipline during that time

period, request in writing that the employment file be cleared of any record of the disciplinary action.

- 12.06** An employee shall have the right to review their personnel file at a time mutually agreed between the employee and the employer. Upon request, the Employer will scan file content that the Employee would otherwise not have in their possession to an email address provided by the employee. An Employer representative shall be present during the employee appointment. An employee shall not remove their personnel file from the business office.

ARTICLE 13 - NOTICE OF RESIGNATION AND RETIREMENT

- 13.01** Two (2) weeks written notice shall be given regarding resignation of employment by an employee, unless mutually agreed otherwise. An employee shall give three (3) months written notice regarding their retirement.

ARTICLE 14 - SENIORITY

- 14.01** Seniority is defined as the length of continuous employment with the Employer dating from the most recent date of hire into the bargaining unit upon successful completion of the probationary period. Seniority shall operate on a bargaining-unit-wide basis.
- 14.02** The Employer shall maintain a list of the seniority date of each employee in the bargaining unit. The seniority list shall be posted on the Union bulletin board annually in January of each year. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list. In the event that two or more employees commence work in the bargaining unit on the same date, the employees' placement on the seniority list shall be determined by random draw in the presence of one employer and one union representative.
- 14.03** An employee shall lose seniority and employment shall be deemed to be terminated in the event that:
- (1) The employee is discharged for just cause.
 - (2) The employee resigns, and does not withdraw their resignation within forty-eight (48) hours.
 - (3) After recall, the employee fails to notify the Employer in accordance with Article 15.03.

- (4) The employee is laid off for a period of more than two (2) years.
- (5) The employee is absent for a period of five (5) consecutive scheduled shifts without an approved leave of absence from the Employer unless in the circumstances it was impossible for the employee to notify the Employer of their absence.
- (6) An employee retires.

ARTICLE 15 - LAYOFF AND RECALL

15.01 A lay-off shall be defined as a shortage of work or funds, or the discontinuance of work or the reorganization of work.

15.02 (a) In the event of lay-off, employees shall be laid off in reverse order of seniority provided the remaining employees have the skills and abilities to immediately perform the required duties of the work that is available.

(b) Employees on layoff shall be recalled in order of seniority when work becomes available provided they have the skills and abilities to immediately perform the required duties of the work that is available.

(c) Notwithstanding 15.02 (a) and (b), part-time employees shall not be permitted to displace full-time employees.

(d) The Employer shall notify the union fourteen (14) calendar days prior to the effective date of the layoff except layoffs as a result of circumstances beyond the control of the Employer in which case as much notice as possible will be provided.

15.03 An employee shall be recalled by phone or mail to the last known phone number of address of the employee. An employee is expected to return to work on the date requested by the Employer. It is the obligation of the employees to keep the Employer advised at all times of their current phone number and address.

15.04 New employees shall not be hired into a regular position until those laid-off with the skills and abilities to immediately perform the required duties of the work that is available have been given an opportunity of recall.

ARTICLE 16 - VACANCIES AND PROMOTIONS

16.01 Where the Employer determines that a new position is created or vacancy exists within the bargaining unit, and the Employer determines that the position or vacancy is to be filled by one or more individuals, the Employer shall post a notice of such new position or vacancy for a period of seven (7) calendar days. Any

applicant from within the bargaining unit must make their written application within the seven (7) calendar day period. This posting shall not prohibit the employer from advertising for persons outside the bargaining unit but first consideration shall be given to employees within the bargaining unit in accordance with Article 16.03.

- 16.02** 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 16.04.

- 16.03** The notice of posting shall indicate the nature of the position, the FTE, and an overview of the skills, abilities, and qualifications required.

- 16.04** In determining the successful candidate when filling a new position or vacancy, seniority shall be the determining factor where two or more bargaining unit candidates are deemed by the Employer to be relatively equal in skills, abilities, qualifications, knowledge, relevant work experience, attendance, and demonstrated work performance to immediately perform the required duties of the position.

- 16.05** Should the successful applicant be chosen from the existing staff, the employee shall be placed on a trial period of four (4) calendar weeks (equal to two pay periods) worked in the new position. If during the trial period the employee is found by the Employer to be unsuitable for the position or the employee informs the Employer that they wish to be returned to their former position, the employee shall be returned to their former position. Other employees that may be affected by this action shall be similarly returned to their former position. This must all take place within the four (4) calendar week trial period.

ARTICLE 17 - HOURS OF WORK

17.01 Normal Hours of Work and Breaks

- (a) The normal hours of work for a regular full time employee shall be eighty (80) hours per bi-weekly pay period.

- (b) The normal hours of work for a regular part time employee shall be less than eighty (80) hours per biweekly pay period.
- (c) Shifts of eight (8) hours or more shall include one thirty (30) minute paid meal break and two fifteen (15) minute paid rest periods. Shifts of more than four (4) hours but less than eight (8) hours shall include one thirty (30) minute paid meal break. Shifts of four (4) hours shall include one fifteen (15) minute paid rest period. All paid meal breaks / rest periods shall be taken at such time as scheduled by the Employer.
- (d) Except where operational requirements permit employees to leave the premises (upon receiving prior approval from the Employer), employees are required to remain on the Employer's premises during their paid meal breaks / rest periods.

17.02 Scheduling of Shifts

- (a) All schedules shall be designated by the employer in its sole discretion. The scheduling of shifts shall be in accordance with the Employer's processes.
- (b) A schedule of hours to be worked shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks.
- (c) A minimum of twenty four (24) hours advance notice of a scheduled shift change shall be given to the employee when the shift to be worked is changed. A change in shift occurs when both the scheduled start time and end time for a scheduled shift is changed or the calendar date of the shift is changed.
- (d) An employee may exchange shifts with another employee provided that the employee making the request obtain prior approval in writing from the Director of Care at least two (2) working days in advance of the start time of the shift to be exchanged. There can be no additional cost to the Employer. Employees are only permitted to exchange shifts of equal length or total hours and both shifts must fall within the same pay period unless mutually agreed between the Employer and the Employees. Once approved the shift exchange must be completed by the employee in accordance with the employer's processes.
- (e) Regular part-time employees shall be given preference for shifts known prior to posting up to and including full-time hours in accordance with employer's scheduling processes provided the regular part-time employee is able to meet the requirements of the available shift. Provided it does not trigger overtime, available shifts arising after the schedule is posted shall

be offered to available Regular part-time employees in accordance with the employer's scheduling processes. Once a Regular part-time employee accepts an available shift arising after the schedule is posted the employee is required to report to work. The employee who does not report for work on the shift as offered and accepted shall not be entitled to any compensation for the shift unless the employee was unable to report to work due to illness and has sufficient sick leave in accordance with article 20.01.

17.03 Overtime

- (a) Time worked that is consecutive and in excess of regularly scheduled shifts of eight (8) hours or more or eighty (80) hours in a bi-weekly pay period shall be compensated at a rate of one and one-half times (1.5 x) the employee's regular hourly rate for the overtime worked.
- (b) Overtime must have prior specific approval of Management.
- (c) Employees are permitted to bank 60 hours in a lieu bank. It will be banked at the appropriate overtime rates. Any unused lieu time will be paid out at the end of the calendar year on a separate cheque.
- (d) The Employer will endeavor to distribute overtime as equitably as possible among qualified employees.
- (e) There shall be no pyramiding of overtime.

17.04 Shift Premium

The shift premium rate shall increase to two dollars and thirty-five cents (\$2.35) per hour, effective date of ratification and shall be applicable to all hours including overtime hours worked between 1800 hours and 0600 hours.

17.05 Weekend Premium

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

17.06 LPN Facility Pay

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

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

ARTICLE 18 - HOLIDAYS

18.01 The following calendar dates shall be designated as paid holidays:

- 1) New Year's Day
- 2) Heritage Day
- 3) Good Friday
- 4) July 1
- 5) Labour Day
- 6) Christmas Day
- 7) Boxing Day
- 8) Thanksgiving Day
- 9) Victoria Day
- 10) Remembrance Day
- 11) Easter Sunday
- 12) Civic Holiday (Natal Day)
- 13) National Day for Truth and Reconciliation

18.02 Regular Full-Time and Regular Part-Time Employees shall qualify for the above holiday pay only if they have worked on the regularly scheduled working day immediately preceding and immediately following the holiday and they have worked at least fifteen (15) calendar days of the thirty (30) calendar days immediately preceding the holiday. For the purposes of this Article, Employees who are on paid jury duty, paid bereavement, paid union leave or paid vacation will be entitled to the holiday. Employees who are on paid and unpaid sick leave and Worker's Compensation do not qualify for holiday pay pursuant to this Article.

18.03 Regular Full-Time Employees will receive eight (8) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 18.02.

18.04 Regular Part-Time Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 18.02. The calculation for prorating will be based on the regular hours paid in the previous thirty (30) days.

18.05 When a Regular Full-Time Employee is required to work on a holiday listed in 18.01, the Employer shall pay the Employee for hours worked on the holiday at the rate of one and one-half times (1.5x) the regular hourly rate. In addition, the employer shall grant the Regular full-time employee eight (8) hours off with pay at a mutually agreed time within six (6) months of the holiday subject to Article 18.07.

18.06 When a Regular Part-Time Employee is required to work on a holiday listed in 18.01, the Employer shall pay the Employee for hours worked on the holiday at the

rate of one and one-half times (1.5x) the regular hourly rate. In addition, based on the pro rata formula in Article 18.04, a Regular Part-Time Employee shall be granted time off with pay at a mutually agreed time within six (6) months of the holiday subject to Article 18.07.

- 18.07** If mutual agreement on time off with pay cannot be reached within six (6) months of the holiday, an Employee shall be paid out holiday pay for the holiday.

Christmas and New Year's Holidays

- 18.08** Subject to operational requirements the Employer will endeavour to schedule each employee with either Christmas Day and Boxing Day off or New Year's Day off on an alternating basis, unless otherwise mutually agreed.

ARTICLE 19 - VACATION

- 19.01** The vacation year shall be from June 1 to May 31 inclusive. Except as otherwise provided in 19.06, vacation must be taken during the vacation year in which it was earned.

Vacations shall be scheduled in a manner that will least interfere with the Employer's operational requirements. Employees must submit their vacation leave requests in the following manner:

- (a) Employees requesting vacation time during the period between June 1 and September 15 shall submit their preference in writing by April 15th for up to two (2) consecutive calendar weeks which shall be granted in descending order of seniority to the point where operational requirements restrict the Employer from granting further vacation. Seniority will not be considered for vacation requests submitted after April 15th. The Employer shall respond to vacation requests for this time period by May 31st.
- (b) No vacation requests shall be granted for the period between December 20 and January 5.
- (c) All Employees requesting vacation during the balance of the vacation year (January 6 to May 31 and September 16 to December 19) shall be considered on a first come, first serve basis based on operational requirements. Where a conflict exists between the requests of two or more Employees which are received by the Employer on the same day, seniority shall be used to resolve the conflict.

19.02 Year of Service

A completed year of service for employees shall be 2080 regular hours paid by the Employer calculated from the employee's most recent date of hire.

19.03 Vacation Entitlement

An employee shall be entitled to the following amount of paid vacation in a vacation year based on their her completed years of service as of May 31st:

- (a) Less than one (1) year, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 26.00 regular hours paid;
- (b) Effective after one (1) year of completed service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 26.00 regular hours paid to a maximum of 80 hours;
- (c) Effective after three (3) years of completed service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 120 hours;
- (d) Effective after eight (8) years of completed service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid to a maximum of 160 hours;
- (e) Effective after twenty (20) years of completed service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.40 regular hours paid to a maximum of 200 hours.

19.04 When an employee reaches one of the above milestones, they shall receive additional paid vacation that vacation year by pro-rating the additional entitlement against the time remaining in the vacation year.

19.05 Part-Time Employees shall be granted vacation time off on the same basis as full-time employees and shall be on a pro rata basis. Part-time employees shall be granted vacation time off prorated according to the number of regular hours paid and calculated as in Article 19.03 with the understanding that one year equals 2080 hours. Regular part-time employees may receive their vacation pay for regularly scheduled shifts as vacation or request that vacation be paid out once per year, no later than June 21st.

19.06 Only under specific circumstances and with written approval of the Director of Care may a full-time employee be permitted to carry over vacation to the next vacation year. In any case the maximum vacation to be carried over will be forty (40) hours and must be used during the next vacation year.

19.07 Probationary employees can accumulate but cannot use vacation credits during their probationary period.

19.08 Bereavement Leave During Vacation

If an employee is in receipt of paid vacation leave at the time of the death, the employee shall be granted bereavement leave from the day of the death in accordance with Article 23, and there shall be no deduction from the vacation bank for such leave. The vacation leave shall be rescheduled at a time that is mutually agreed between the Employer and employee.

ARTICLE 20 - SICK LEAVE

20.01 (a) Sick leave is an indemnity benefit and not an acquired right. An Employee is entitled to receive sick leave with pay when the employee is unable to perform their work duties and provided proper medical certificates are presented to the Employer, upon request. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if the employee is not otherwise receiving pay for that shift and provided the employee has sufficient sick leave.

(b) The Employer reserves the right to require any employee claiming paid sick leave to produce evidence of illness satisfactory to the Employer.

(c) Paid sick leave shall accumulate at the rate of eight (8) hours for each one hundred and seventy-three point three (173.3) regular hours paid. The maximum accumulation shall be six hundred forty (640) hours. Accrual is effective the first date of employment. Employees shall not be eligible to use paid sick leave during their probationary period but shall be credited with sick leave accrued upon successful completion of their probationary period.

20.02 Fraudulently applying for or using sick leave may be grounds for immediate discipline up to and including dismissal by the Employer.

20.03 After the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

20.04 Medical Appointments / Family Emergency

Employees are expected to make every effort to schedule medical / dental appointments outside working hours. Employees are requested to take only those hours required for each appointment. Except in emergencies, same day notice is not considered adequate. Employees with sufficient sick leave shall be allowed paid leave of absence of up to forty (40) hours per calendar year (prorated for part-time employees based on full time equivalency) debited against sick leave credits in order to:

- (i) engage in personal medical and dental appointments during work hours;
- (ii) attend to family emergencies where the employee's sick child, parent, or spouse has become ill or disabled in order to make alternate arrangements where the employee's personal attention is required and which could not be serviced by others or attended to by the employee outside their work hours.

The Employer may require verification of the condition claimed.

ARTICLE 21 - PREGNANCY / PARENTAL LEAVE

21.01 Pregnancy and Parental leave shall be granted to employees in accordance with the *Nova Scotia Standards Code*, R.S.N.S. 1989, c. 246, as amended.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Required Education Leave

- (a) The Employer shall provide and fund any Employer required training/education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

22.02 Union Leave

- (a) Subject to operational requirements, leaves of absence will be granted upon request to the Employer, for up to three (3) employees selected or appointed to attend labour conferences, and conventions. The requests must be in writing and must be submitted with at least two (2) weeks' in advance of the requested leave.
- (b) Upon request of the union, the employer will maintain pay at the regular rates and benefit coverage for those employees who have been granted leaves of absence in accordance with this article. In return, the union agrees to fully reimburse the Employer for all salary and benefits paid while on leave.

22.03 Court Leave

Leave of absence without loss of regular pay shall be given to every employee other than an employee on an unpaid leave of absence, or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings held, which are directly related to the employee's own employment with the Employer:
 - (1) in or under the authority of a court or tribunal; or
 - (2) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

Any employee given leave of absence with pay to serve pursuant to Article 22.03 shall have deducted from the employee's salary an amount equal to the amount that the employee receives for such duty.

22.04 Personal Leave

An employee may request a personal leave of absence without pay from the employer to a maximum of twelve (12) months. Such request must be in writing stating the reason for the leave, the date of commencement, and the expected date of return. The decision to grant the request for the leave shall be at the sole discretion of the employer. Such leave of absence will not be granted for the purpose of maintaining /seeking alternate employment.

22.05 Benefits during Unpaid Leaves

Unpaid leaves of absence will be without pay and benefits (accumulation of vacation, sick leave, and holidays). While an employee is on an unpaid leave of absence, the Employer will permit the employee to continue participation in benefit plans, subject to eligibility. The employee shall be responsible to pay both the employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave. Where the employee opts in writing to maintain the benefit plan, the employee shall enter into an arrangement satisfactory to the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01** Where a death occurs in the employee's immediate family, the employee shall be granted leave for five (5) consecutive calendar days away from the workplace, effective midnight following the death and shall suffer no loss of regular pay for hours the Employee would normally be scheduled to work during the five (5) days leave if the death had not occurred.
- 23.02** The immediate family is defined as: spouse, parents, spouses parents, grandparents, spouses grandparents, child, spouses child, brother, sister, brother in law, sister in law, grandchildren. The relationship will only be considered "immediate family" in cases where it is a current relationship at the time the leave is claimed.
- 23.03** Where a death occurs in the employee's family, other than above, the employee shall be granted leave for two (2) consecutive calendar days away from the workplace effective midnight following the death and shall suffer no loss of regular pay for hours the Employee would normally be scheduled to work during the two (2) days leave if the death had not occurred.
- 23.04** Other family members include aunt, uncle, niece and nephew.
- 23.05** The employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave.

ARTICLE 24 - COMPASSIONATE CARE LEAVE

- 24.01** Compassionate Care Leave shall be granted to employees in accordance with the *Nova Scotia Labour Standards Code*, R.S.N.S. 1989, c. 246, as amended.

ARTICLE 25 - LEAVE FOR STORM OR HAZARDOUS CONDITIONS

- 25.01** 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.

ARTICLE 26 - DOMESTIC VIOLENCE

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

ARTICLE 27 - JOB SECURITY

27.01 No bargaining unit members shall be laid off or have regular hours of work reduced as a result of the employer contracting out bargaining unit work, except during emergency situations.

ARTICLE 28 - JOB CLASSIFICATION

28.01 Should a new classification be created within the bargaining unit during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and Union. Nothing herein shall prevent the Employer from filling such positions and having employees working in such positions during such negotiations.

28.02 Upon request, an employee shall have access to a copy of their current position description.

ARTICLE 29 - WAGES

29.01 The Employer shall pay the scale of wages indicated in Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from earned wages unless authorized by statute, court order, arbitration order or by this Agreement. Over payments shall be recoverable by the Employer.

29.02 If an employee has not received wages earned in any one pay period it shall be adjusted by the employer as soon as reasonably possible on a separate cheque and paid not later than the following pay period. If an employee receives wages in error they must report it to the Business office not later than the day following the next business day after the employee knew or ought to have known of the overpayment.

ARTICLE 30 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

30.01 The Employer and Union recognize the importance of safety in the workplace. The Union and the Employer shall co-operate to the fullest extent possible in the reasonable promotion of health and safety of employees and prevention of accidents through participation in the Joint Occupational Health and Safety Committee.

- 30.02** The Employer shall make reasonable provisions in respect to the health and safety of employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect employees from injury or health hazards shall be provided by the Employer and employees shall be required to use them.
- 30.03** The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 31 - WCB - COST SHARING OF PENSION CONTRIBUTIONS

- 31.01** 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-replacement 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.
- 31.02** The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, and existing Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50% for participation in the Plans). This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- 31.03** An employee shall maintain their seniority while in receipt of Workers' Compensation benefits.
- 31.04** 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.
- 31.05** An employee shall not accrue any other benefits while on Workers' Compensation.

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

ARTICLE 32 - GENERAL CONDITIONS

32.01 The Employer shall provide bulletin board space accessible to employees upon which the Union may post notices of Union meetings. The Union may post such other notices as may be of interest to employees. All notices are to be strictly Union business and not contrary to the terms of this Agreement.

32.02 Proper accommodation shall be provided for employees to have their meals, and to change and store their clothes.

ARTICLE 33 - DURATION, RENEWAL, AND TERMINATION OF AGREEMENT

33.01 This Agreement shall be in effect for the period commencing date of signing and ending on 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.

33.02 Unless otherwise specified, all provisions are effective as of the date of signing. Wages shall be retroactive to November 1, 2020 or the date of hiring, if later.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their respective officials the day and first above written:

DATED THIS 23 day of May, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Jubronn, Administrator

Kristin Bunden, CCA

R. Sanney, director of Nutrition
and Support Services

[Signature] CCA

SCHEDULE "A"

WAGES

November 1, 2020 – October 31, 2023

				% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase:
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate
Community Assistant	Probationary Rate	\$16.4145	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753
	Regular Rate	\$16.6933	\$34,722	\$16.9438	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729

				% Increase: 1.5%		% Increase: 1.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
CCA/PCW (without Course)	Start	\$17.2220	\$35,822	\$17.4804	\$36,359	\$17.7426	\$36,905
	After 1 year	\$17.5696	\$36,556	\$17.8387	\$37,105	\$18.1063	\$37,661
	After 2 years	\$17.9160	\$37,265	\$18.1847	\$37,824	\$18.4574	\$38,391
	After 3 years	\$18.2561	\$37,972	\$18.5295	\$38,541	\$18.8075	\$39,120
	After 4 years	\$18.5968	\$38,682	\$18.8760	\$39,262	\$19.1591	\$39,851

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 31, 2022 and appears in this wage appendix for retroactivity purposes, only.

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
PCW/CCA (without certification)	Start	\$17.5621	\$36,530	\$17.8258	\$37,078	\$18.0932	\$37,634	\$18.6360	\$38,763	\$18.7292	\$38,957
	After 1 year	\$17.9157	\$37,265	\$18.1847	\$37,824	\$18.4574	\$38,391	\$19.0112	\$39,543	\$19.1062	\$39,741
	After 2 years	\$18.2687	\$37,999	\$18.5430	\$38,569	\$18.8211	\$39,148	\$19.3858	\$40,322	\$19.4827	\$40,524
	After 3 years	\$18.6097	\$38,707	\$18.8884	\$39,288	\$19.1717	\$39,877	\$19.7469	\$41,074	\$19.8456	\$41,279
	After 4 years	\$18.9633	\$39,443	\$19.2473	\$40,034	\$19.5360	\$40,635	\$20.1221	\$41,854	\$20.2227	\$42,063

****Note:** Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "PCW/CCA (without certification)" as per the MOA re: CCAs, signed March 31, 2022.

				% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA/PCW (with Course)	Start	\$17.5621	\$36,530	\$17.8258	\$37,078	\$18.0932	\$37,634	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1847	\$37,824	\$18.4574	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5430	\$38,569	\$18.8211	\$39,148	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,707	\$18.8884	\$39,288	\$19.1717	\$39,877	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2473	\$40,034	\$19.5360	\$40,635	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%			
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Apr.27-23 Hourly Rate	Apr.27-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	\$26.5566	\$55,238	\$26.9551	\$56,067	\$27.3594	\$56,908	\$28.1802	\$58,615	\$28.1802	\$58,615	\$28.3211	\$58,908
	After 1 Year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8255	\$59,957	\$28.8255	\$59,957	\$28.9697	\$60,257
	After 2 Years	\$27.7520	\$57,724	\$28.1682	\$58,590	\$28.5907	\$59,469	\$29.4484	\$61,253	\$29.4484	\$61,253	\$29.5957	\$61,559
	After 3 Years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3832	\$61,117	\$30.2647	\$62,951	\$30.2647	\$62,951	\$30.4160	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4806	\$65,480

***Re: 25 Year Service Salary Increment - LPNs: Effective April 27, 2023, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%			
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate		
Recreation Programmer	Probationary Rate	\$18.1246	\$37,699	\$18.3963	\$38,264	\$18.6722	\$38,838	\$19.2324	\$40,003	\$19.3286	\$40,203		
	Start	\$18.4324	\$38,340	\$18.7090	\$38,915	\$18.9896	\$39,498	\$19.5593	\$40,683	\$19.6571	\$40,887		
	After 1 Year	\$18.8093	\$39,123	\$19.0915	\$39,710	\$19.3779	\$40,306	\$19.9592	\$41,515	\$20.0590	\$41,723		
	After 2 Years	\$19.1929	\$39,921	\$19.4808	\$40,520	\$19.7730	\$41,128	\$20.3661	\$42,362	\$20.4680	\$42,573		
	After 3 Years	\$19.5842	\$40,735	\$19.8780	\$41,346	\$20.1761	\$41,966	\$20.7814	\$43,225	\$20.8853	\$43,441		
	After 4 Years	\$19.9838	\$41,566	\$20.2836	\$42,190	\$20.5878	\$42,823	\$21.2055	\$44,107	\$21.3115	\$44,328		
Physio Assistant (without training)	Probationary Rate	\$19.8231	\$41,232	\$20.1205	\$41,851	\$20.4223	\$42,478	\$21.0350	\$43,753	\$21.1401	\$43,971		
	Regular Rate	\$20.1602	\$41,933	\$20.4626	\$42,562	\$20.7695	\$43,201	\$21.3926	\$44,497	\$21.4995	\$44,719		

Recreation Therapist (with training)	Probationary Rate	\$22.2348	\$46,242	\$22.5654	\$46,936	\$22.9039	\$47,640	\$23.5910	\$49,069	\$23.7090	\$49,315
	Regular Rate	\$22.6097	\$47,028	\$22.9488	\$47,733	\$23.2930	\$48,449	\$23.9918	\$49,903	\$24.1118	\$50,152
Physio Assistant (with training)	Step 1	\$20.0749	\$41,756	\$20.3761	\$42,382	\$20.6817	\$43,018	\$21.3022	\$44,308	\$21.4087	\$44,530
	Step 2	\$20.7594	\$43,180	\$21.0708	\$43,827	\$21.3868	\$44,485	\$22.0285	\$45,819	\$22.1386	\$46,048
	Step 3	\$21.4437	\$44,603	\$21.7654	\$45,272	\$22.0919	\$45,951	\$22.7546	\$47,330	\$22.8684	\$47,566
	Step 4	\$22.1281	\$46,026	\$22.4600	\$46,717	\$22.7969	\$47,418	\$23.4808	\$48,840	\$23.5982	\$49,084
	Step 5	\$22.8126	\$47,450	\$23.1548	\$48,162	\$23.5021	\$48,884	\$24.2072	\$50,351	\$24.3283	\$50,603

NOTE:

General Economic Increases

In the event there is a general economic increase(s) for LPNs negotiated in the Health Authority sector, for a collective agreement which has a contract term November 1, 2020 - October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) for LPNs may be applied to this agreement.

The Union shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

Classification Adjustments

Where through collective bargaining, a new classification adjustment for LPNs is negotiated into the collective agreement with a term of November 1, 2020 - October 31, 2023, in the Health Authority sector that increases the compensation of the LPN classification within Health Authority sector, the classification may be adjusted to the higher of the two rates.

The Union shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.

SCHEDULE "B"

LPN Practice Premium

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2020 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify they must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1st, 2020 and by May 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they work—or may choose to take voluntarily regardless of the location or service they work. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the LPN. These points can only be claimed in the year the certification is awarded.

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

MEMORANDUM OF AGREEMENT #1

THE MAGNOLIA CONTINUING CARE LTD

And

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5165

Employee Benefits & Pension Plan

The Employer agrees to maintain an extended Group Health Benefit Plan, Dental Plan, Accidental Death and Dismemberment (AD & D), Long Term Disability, and Life Insurance during the life of this Collective Agreement for participation by all regular full time and regular part time employees, subject to eligibility requirements. Participation by eligible regular full-time and regular part-time employees is mandatory except as provided by the Plan.

Effective on the date of signing of this collective agreement, the Employer shall pay sixty-five percent (65%) of the premiums of the extended Group Health Plan and Dental Plan and the employee shall pay thirty-five percent (35%).

Effective on the date of signing of this collective agreement, the Employer shall pay fifty percent (50%) of the premiums of the AD & D, Long Term Disability and Life Insurance and the employee shall pay fifty percent (50%).

Optional Life Insurance and Optional Accidental Death and Dismemberment (AD & D) is available for participation by regular full-time and regular part-time employees, subject to eligibility requirements. Eligible employees who choose to participate shall pay one hundred percent (100%) of the premiums for optional life insurance and optional AD & D.

The Employer agrees to maintain the NSHEPP (Nova Scotia Health Employees' Pension Plan) for the life of this Agreement for all regular full and regular part time employees who meet eligibility requirements for the plan. The Employer and employees shall make contributions in accordance with the requirements of the plan and will adhere to the terms and conditions of the plan.

Signed this 23 day of May, 2023.

Signed on behalf of the Employer:

Signed on behalf of the Union:

J. Brown Administrator

Krista Burden, CCA

R. Sunney, Director of Nutrition +
Support Services

M. Horn CCA

MEMORANDUM OF AGREEMENT #2

THE MAGNOLIA CONTINUING CARE LTD

And

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5165

Ten (10) and Twelve (12) Hour Shifts

The Parties hereto agree to introduce ten (10) and twelve (12) hour shifts into the rotation for designated CCAs and LPNs. The Parties acknowledge that the intent of this Memorandum is to modify the Collective Agreement to the extent required to implement ten (10) and twelve (12) hour shifts.

AND WHEREAS the parties agree the following provisions of the Collective Agreement will be amended as set out below, while all other provisions of the Collective Agreement continue to apply;

AND WHEREAS it is the intention of the Parties is to provide the same benefit to employees working ten (10) and twelve (12) hour shifts as those working in an eight (8) hour shifts.

NOW THEREFORE the parties agree to the following:

ARTICLE 17 – HOURS OF WORK

17.01 Breaks

- (c) Shifts of twelve (12) hours shall include two thirty (30) minute paid meal breaks and two fifteen (15) minute paid rest periods.

Shifts of ten (10) hours shall include one thirty (30) minute paid meal break and two fifteen (15) minute paid rest periods.

17.03 Overtime

- (a) Time worked that is consecutive and in excess of regularly scheduled shifts of twelve (12) hours or eighty (80) hours in a bi-weekly pay period shall be compensated at a rate of one and one-half times (1.5 x) the employee's regular hourly rate for the overtime worked.

Time worked that is consecutive and in excess of regularly scheduled shifts of ten (10) hours or eighty (80) hours in a bi-weekly pay period shall be compensated at a rate of one and one-half times (1.5 x) the employee's regular hourly rate for the overtime worked.

ARTICLE 18 - HOLIDAYS

18.01 The following calendar dates shall be designated as paid holidays:

- 1. New Year's Day
- 2. Heritage Day
- 3. Good Friday
- 4. July 1
- 5. Labour Day
- 6. Christmas Day
- 7. Boxing Day
- 8. Thanksgiving Day
- 9. Victoria Day
- 10. Remembrance Day
- 11. Easter Sunday
- 12. Civic Holiday (Natal Day)
- 13. National Day for Truth and Reconciliation

For greater clarity each of these holidays is an eight (8) hour day.

Signed this 23 day of May, 2023.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Jubronn, Administrator

Krista Borden, CCA

R. Jannell, Director of Nutrition + Support Services

[Signature], CCA

MEMORANDUM OF AGREEMENT #3

THE MAGNOLIA CONTINUING CARE LTD

And

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5165

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 understanding about and best practices in relation to preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion within the workplace.

- Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion in the workplace.

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

MEMORANDUM OF AGREEMENT #4


THE MAGNOLIA CONTINUING CARE LTD

And

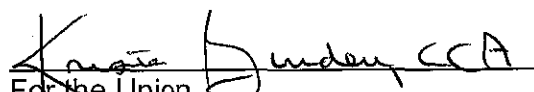
CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5165

Employee Attendance Management Policy

The Employer agrees to revise AMP such that employees who are meeting with the employer at various stages of this process may be accompanied by another employee to act as a support person, upon their request. This request cannot unduly delay any meeting with an employee.



For the Employer
Magnolia Continuing Care



For the Union
CUPE Local 5165

May 23, 2023
Date

MEMORANDUM OF AGREEMENT #5

THE MAGNOLIA CONTINUING CARE LTD

And

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5165

Employer Shift Bidding/ Scheduling Process

The Employer will meet with the union to advise of and explain their shift bidding/scheduling processes whenever these processes are changed.

J. Brown, Administrator
For the Employer
Magnolia Continuing Care

Krista Gordon SCA
For the Union
CUPE Local 5165

May 23, 2023
Date

