

**ORIGINAL**

**COLLECTIVE AGREEMENT**

**between**

**SEAVIEW MANOR CORPORATION**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2094**

**(Effective from November 1, 2020 until October 31, 2023)**

## TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - MANAGEMENT RIGHTS	2
ARTICLE 3 - RECOGNITION (AND NEGOTIATIONS)	3
ARTICLE 4 - DEFINITIONS	3
ARTICLE 5 - NO DISCRIMINATION	6
ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT	6
ARTICLE 7 - CHECK-OFF OF UNION DUES	7
ARTICLE 8 - THE EMPLOYER & THE UNION SHALL ACQUAINT NEW EMPLOYEES	7
ARTICLE 9 - CORRESPONDENCE	8
ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE	8
ARTICLE 11 - LABOUR MANAGEMENT BARGAINING RELATIONS	9
ARTICLE 12 - GRIEVANCE PROCEDURE	10
ARTICLE 13 - DISCHARGE, SUSPENSION, AND DISCIPLINE	12
ARTICLE 14 - SENIORITY	14
ARTICLE 15 - PROMOTIONS AND STAFF CHANGES	15
ARTICLE 16 - LAYOFFS AND RECALLS	16
ARTICLE 17 - HOURS OF WORK	17
ARTICLE 18 - OVERTIME AND PREMIUMS	18
ARTICLE 19 - VACATIONS	20
ARTICLE 20 - SICK LEAVE	21
ARTICLE 21 - PERMANENT EMPLOYEES' HOLIDAYS	23
ARTICLE 22 - LEAVE OF ABSENCE	24
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES FOR PERMANENT EMPLOYEES	29
ARTICLE 24 - SAFETY AND HEALTH	30
ARTICLE 25 - JOB SECURITY	30
ARTICLE 26 - GENERAL CONDITIONS	30
ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS	32
ARTICLE 28 - TERM OF AGREEMENT	32
ARTICLE 29 – HEALTH PLAN AND PENSION PLAN	33
ARTICLE 30 – CASUAL EMPLOYEE PAID HOLIDAYS	34
APPENDIX "A" Table of Wages/Economic Adjustments	35
APPENDIX " B" LPN PRACTICE PREMIUM AND Categories .....	37
MEMORANDUM OF AGREEMENT re Casual Employees .....	40
MEMORANDUM OF AGREEMENT re Supplementary Leave Credits.....	42
MEMORANDUM OF AGREEMENT re COVID Temporary Funding	43
MEMORANDUM OF AGREEMENT re Diversity, Equity and Inclusion in the Workplace.....	46

## THIS AGREEMENT

### BETWEEN:

**SEAVIEW MANOR**, owned and operated by Seaview Manor Corporation hereinafter referred to as the “**EMPLOYER**”

PARTY OF THE FIRST PART

and

**LOCAL 2094**, chartered by the **CANADIAN UNION OF PUBLIC EMPLOYEES**, or its successors, and affiliated with the Canadian Labour Congress, duly constituted as a Trade Union under the *Trade Union Act*, having its office in Sydney, Nova Scotia, in the County of Cape Breton, hereinafter referred to as the “**UNION**”

PARTY OF THE SECOND PART

### PREAMBLE

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 maintain professional standards;

To promote the morale, well being and security of all employees.

### ARTICLE 1 - PURPOSE

**1:01** The purpose of this agreement is to promote and maintain harmonious relations between the Employer and its employees; to define more clearly wages and conditions of employment between the Employer and employees; to provide an amicable method of settling grievances or differences which may arise from time to time; to provide for the carrying on of the care of the Employer's residents under the methods which will further, to the fullest extent possible, the safety and welfare of those residents and the safety and welfare of its employees, together with the efficiency and economy of the operation. It is recognized by this

agreement to be the duty of both to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2:01** The Management of the Employer's business, and the employment, direction and supervision of Employees, is vested in the management, provided the foregoing shall not be exercised by the Employer in a discriminatory manner or contrary to the terms of this Agreement. The Union shall have the right to appeal through the grievance procedure.

Without limiting the generality of the foregoing, the Employer maintains the right to:

- a. Plan, direct, control, and schedule the operations of the Employer;
- b. Determine the location(s) of operations, their expansion or curtailment;
- c. Introduce new or improved methods, facilities, or equipment;
- d. Determine the work required for the efficient operation of the Employer;
- e. Sole and exclusive jurisdiction over all operations, buildings, machinery, or equipment;
- f. Direct the workforce, determine the levels of employment required at any time and the amount of supervision necessary, determine the content of the jobs and the qualifications and skill and ability necessary to perform them, establish work schedules and standards of performance;
- g. Maintain order, discipline, and efficiency and, from time to time, establish rules, regulations, policies, and practices to be observed by its Employees and to enforce their application;
- h. Select, hire, classify, evaluate, assign to shifts, transfer, promote, lay-off, and recall from lay-off;
- i. Discipline, suspend, and dismiss Employees for just cause;
- j. Nothing in this article shall, however, deprive an Employee from exercising their full rights under the grievance procedure as set out in this Agreement.

**2:02** It shall be the right of management to make regulations as to the conduct and personal appearance of all employees during working hours. Failure to abide by such regulations shall be a matter of discussion between management and the employee concerned for a first offence. Subsequent offences shall be subject to the disciplinary procedure (see clause 13:01).

**2:03** Subject to Clause 12:02, cases of disagreement will be dealt with in accordance with Article 12 of this agreement (Grievance Procedure).

## **ARTICLE 3 - RECOGNITION (AND NEGOTIATIONS)**

### **3:01 Bargaining Unit**

The Employer recognizes that the Canadian Union of Public Employees and its Local 2094 is the sole and exclusive collective bargaining agent for all of its employees save and except the CEO, Senior Directors, Directors, Managers and members of the Management/Confidential Staff, Registered Nurses and those persons excluded by Paragraphs (a) and (b) of subsection 2 of Section number 2 of the *Trade Union Act* of Nova Scotia and hereby agrees to negotiate with the Union, or any authorized committees concerning all matters affecting the relationships between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

**3:02** During the term of this agreement should a new classification be created, or an existing classification is substantially altered, or requires deletion, the Management and the Union shall agree on the rate of pay for the new classification or deletion of an existing classification. Nothing herein shall prevent the Employer from employing personnel in the new classification until the new rate is established. The rate of pay once established shall be retroactive to the date of commencement of work in the new position. In the event no agreement can be reached then the matter will be referred to Arbitration for settlement.

**3:03** No employee shall be asked or permitted to make any verbal or written agreement which conflicts with the terms of this Agreement.

**3:04** Wages, hours of work and conditions of employment are recognized to be matters of agreement between the parties subject to the provisions of this Agreement.

## **ARTICLE 4 - DEFINITIONS**

### **4:01 Probationary Employee**

A "PROBATIONARY EMPLOYEE" is one who is hired by the Employer but who has worked for less than 720 hours and may be dismissed at any time at the discretion of the Employer provided such discretion is exercised in good faith and non-arbitrarily. The probation period may be extended by mutual agreement of the Union and the Employer. Such dismissal is agreed to not be a grievable difference and therefore is not subject to the grievance or arbitration procedures of the Agreement. After completion of the period, bargaining wide seniority shall be carried from the original date of hire.

**4.02 Permanent Full Time Employee**

A "PERMANENT FULL TIME EMPLOYEE" is one who is employed on a regularly scheduled and permanent basis and works the normal full-time hours of the Agreement (see clause 17:01). A permanent full time employee is entitled to all the rights and benefits of the Collective Agreement.

**4:03 Permanent Part Time Employee**

A "PERMANENT PART TIME EMPLOYEE" is one who has been hired on a regularly scheduled basis but works less than the schedule for a permanent full time Employee.

**4:04 Casual Employee**

A "CASUAL EMPLOYEE " is one who works on a day to day basis and is not regularly scheduled. Such employees are usually engaged for the purpose of replacing absent employees, permanent employees on vacation or statutory holidays or to supplement staffing due to workload requirements.

Only the following provisions of this Agreement apply to such staff members:

1:00	26:11
3:01	28:01
4:03	28:02
4:04	28:03
4:05	30:00
4:07	<i>Memorandum of Agreement re</i>
4:10	<i>Casual-Employees Progression</i>
5:00	<i>on the Salary Scale</i>
8:01(a) and (b)	
9:00	<i>Memorandum of Agreement on</i>
14:02 (b)	<i>Students</i>
18:02	
18:09	
18:10	
21:06	
24:01	
26:06	
26:07	
26:08	
26:09	
26:10 (b) and (c)	

**4:05 Filling a temporary vacancy**

When the Employer assigns a casual employee to fill a temporary vacancy of longer than three (3) months replacing a permanent full-time or permanent part-time employee, while they are so acting, they shall receive benefits at the same rate as the vacancy classification of the employee being replaced (subject to the terms and conditions of any benefit plan).

**4.06 Permanent Employees**

Permanent full time and permanent part time employees are collectively referred to as "permanent employees."

**4.07 Temporary Employees**

In this agreement, temporary employee is defined as an employee who is occupying a temporary permanent full time or temporary permanent part time vacancy or is occupying a position which the Employer has determined is temporarily required based on operational requirements.

**4.08 Prime Time**

In this agreement the term prime time will refer to the high demand vacation request period, namely, June 1<sup>st</sup>, to September 15<sup>h</sup> in each calendar year.

**4.09 Business Days**

In this agreement the term business day will refer to Monday – Friday 0830-1630. Statutory Holidays will not be counted as a business day.

**4.10 Regular hours paid**

Means hours paid by the Employer including regular hours worked; vacation hours paid; holiday hours paid; sick leave paid; paid Union leave and any other paid leaves for which an Employee is compensated by the Employer.

**4.11 Service**

Is defined as the number of hours paid. One complete year of service equals 2080 paid hours.

**4:12 Supervisor:**

In this agreement the term Supervisor refers to Managers, Directors and in their absence, their designate.

**ARTICLE 5 - NO DISCRIMINATION**

**5:01** Subject to the exceptions contained in the *Nova Scotia Human Rights Act*, the Employer agrees that there shall be no discrimination against any employee on any grounds specified in the *Nova Scotia Human Rights Act* or by reason of membership or activity in the Union.

**5:02** 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 the Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15 Promotions and Staff Changes

**ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT**

**6:01 All Employees to be Members**

All employees of the Employer in the bargaining unit covered by this Agreement as a condition of continued employment shall become and remain members in good standing of the Union upon commencement of employment.

**ARTICLE 7 - CHECK-OFF UNION DUES / CONTACT INFORMATION**

**7:01 Check-Off Payments**

The Employer will make payroll deductions for union dues from each employee in the bargaining unit in an amount specified by the Union in its constitution, and to remit same monthly to the National Secretary-Treasurer of the Union, not later than the 15<sup>th</sup> of the following month, accompanied by a list of names, and classifications of the employees from whose wages the deductions have been made.

**7:02 Deductions**

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim of liability arising out of an error committed by the Employer.

**7:03** 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 31<sup>st</sup> 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 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES****8:01 New Employees**

- a) On commencing employment, the employee's immediate supervisor/delegate shall introduce the new employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to meet with each new employee during orientation within regular working hours, without loss of pay, at such time as may be

approved by the Employer for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership. The Employer will try to ensure that orientation occurs when an Officer of the Union is available to meet with the new employee. In the event that an Officer of the Union is not available, the Employer will pay such an Officer straight time pay to attend for 30 minutes to meet with the new employee.

- b) The Employer and the Local will avail access to an e-copy (pdf format) of the current Collective Agreement. For employees lacking electronic access a hard copy will be made available on hire.

## **ARTICLE 9 - CORRESPONDENCE**

**9:01** All Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO /designate and the Local President of the Union or local designate. It is agreed that copies of all correspondence shall be sent to the National Representative, as appropriate, by the Local President of the Union or the CEO.

## **ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE**

**10:01** A Labour Management Relations Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall receive the full support of both parties to this Agreement in the interest of maximum care of the residents and welfare of the employees.

**10:02** The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Collective 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 decision or conclusions reached at their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to their discussions and conclusions.

**10:03** This Committee shall meet not less than three (3) times per year although more frequent meetings may be held by mutual agreement, with forty-eight (48) hours advance notice, along with a proposed agenda. There shall be rotating chairpersons and one person shall be designated as recording secretary, but Minutes of the Committee's meetings shall be agreed by both parties prior to distribution.

## **ARTICLE 11 - LABOUR MANAGEMENT BARGAINING RELATIONS**

**11:01** The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

**11:02** A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) employee members of the Union, at least three (3) of whom must be permanent employees. Management agrees to pay for all five (5) members to a maximum of five (5) bargaining days. If bargaining exceeds five (5) days, Management shall only pay for three (3) permanent employee members for the balance of the negotiation period. The Local will advise the Employer of the Local nominees to the Committee. The National Representative shall attend and be the spokesperson for the Local Union during negotiations.

### **11:03 Function of Bargaining Committee**

The negotiation of collective agreements shall be the function of this Committee.

### **11:04 Representative of Canadian Union of Public Employees**

A staff (CUPE) Representative may enter the Employer's premises during normal business hours to discuss specific matters pertaining to this Agreement with the Employer, provided they first arrange a time that this is mutually agreeable.

### **11:05 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held as per the *Trade Union Act* of Nova Scotia at a time and place fixed by mutual agreement. However, such meeting must be after the request has been made in writing.

### **11:06 Time off for Meetings**

Subject to 11.02 and 22.05(a), any representative of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend

meetings in which direct negotiations between the Employer and the Union take place without loss of remuneration when such meetings are held within working hours.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12:01 Grievance Committee**

The Union will appoint and the Employer will recognize a Committee of shop stewards, one from each department, who are permanent employees of the Employer, which shall be known as the Grievance Committee, to deal with complaints and grievances. The Union shall notify the Employer of the appointees to this Committee.

### **12:02 Definition of a Grievance**

Grievances shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of Collective Agreement Articles.

### **12:03 Permission to Leave Work**

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 grievances as defined 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. No steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld and shall report back to their supervisor or delegate immediately upon returning to work.

### **12:04 Settling of Grievances**

Subject to Article 12:02, alleged grievances shall be dealt with in the following manner:

- a) The aggrieved employee or employees, with a shop steward or member of the Local Executive, shall first discuss the complaint with the Department Head within 3 business days of its occurrence.
- b) If the alleged grievance is not settled within 2 business days of the discussion with the employee's supervisor, the grievor [or the Union, if a general

grievance under paragraph (g) below], shall then refer the grievance, stipulating the Article(s) allegedly violated, to the CEO or their representative. The CEO shall schedule a grievance meeting within 5 business days of receipt of the grievance in an attempt to resolve the issue(s) leading to the grievance. The CEO shall give their decision in writing to the Committee not later than seven (7) business days following the presentation to him/her of the written grievance. At this point, it is agreed that the Union Representative may act as a member of the Committee at the request of either party.

- c) If the alleged grievance is not settled in accordance with section (b), it may then be referred to Mediation within 15 business days of the date of the CEO's decision, if agreeable to both parties. In the absence of agreement to mediate the matter may then be referred to Arbitration within 15 business days of the date of the CEO's decision.
- d) If a settlement is not reached in the Steps above, the matter may then be referred to an Arbitration Board of three (3) members, one (1) appointed by the Union, one (1) by the Employer, and one (1) by the other two. The third member shall act as Chair. Should the two (2) appointed members fail to agree upon a third member, they shall be appointed by the Minister of Labour and Workforce Development for the Province of Nova Scotia. This process, except where otherwise agreed in writing by the parties, shall be completed within ten (10) days (which, for this purpose, shall exclude any Saturday, Sunday or holiday recognized by this Agreement). The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.
- e) The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
- f) Each party shall pay the fees and expenses of the Arbitrator it appoints and one-half of the fees and expenses of the Chair and any other expenses of the Arbitration Board.
- g) Grievance on Safety - An employee, or group of employees, who is/are requested to work under unsafe or unhealthy conditions shall have the right to file a grievance at the Second Step of the Grievance Procedure for preferred handling.

- h) A single Arbitrator may be used if mutually agreed.
- i) Where a general dispute involving a question of general application or interpretation occurs, or where a group of employees in the bargaining unit have a grievance, paragraph (a) of this article may be bypassed. (This is not to circumvent the regular Grievance Procedure.)
- j) Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the parties agree otherwise. Time limits will be suspended during this process.

### **ARTICLE 13 - DISCHARGE, SUSPENSION, AND DISCIPLINE**

**13:01** In the event the Employer takes a disciplinary action against an employee who has completed the probationary period which is a suspension or the discharge of the employee, such employee shall be notified in writing of the action taken, with a copy to the Union consistent with Article 9.01.

A disciplinary action against an employee who has completed the probationary period will normally progress through the following steps subject to the nature and severity of the employee action requiring discipline:

- 1) Verbal warning
- 2) Initial Written warning
- 3) Final Written warning
- 4) Suspension
- 5) Discharge

(Employees shall not receive a letter for the verbal warning in the first instance. In the event of a second offence, the Employer shall issue a letter with regards to the action taken which shall be a letter of warning.)

**13:02** No entry of a detrimental nature which may be used in a subsequent disciplinary action will be maintained on an employee's file without their prior knowledge. The employee's reply to such entry shall become part of this record. Such entries shall not be used against the employee after a period of eighteen (18) months.

- 13:03** When an employee is placed on administrative leave pending an investigation, it shall be with pay.
- 13:04** An employee shall have the right once per calendar year to access and review their personnel file. Subject to any confidentiality requirements related to the Employer's operations, at that time an employee shall have the right to make copies of any material contained in their personnel file. An employee shall have the right to have a Union steward present when reviewing their personnel file.
- 13:05** When an employee is advised in person of a disciplinary action, the employee shall have the right to request the presence of a shop steward or member of the Local Executive at such meeting.
- 13.06** In any disciplinary proceeding, an employee has the right to choose not to have a Union Representative present. In all cases where an employee refuses Union representation, the employee will be required to sign a waiver with a signed copy provided to the Union in accordance with Article 9.01.

## **ARTICLE 14 - SENIORITY**

### **14:01 Seniority Defined**

Bargaining Unit wide seniority for permanent full-time and permanent part-time employment is defined as their length of service as measured from their current date of hire.

Departmental seniority for permanent full-time and permanent part-time employees is defined as the length of service of those departmental employees within a department based on their current hire or transfer date into the Department.

Casual seniority shall apply to a Casual employee (including a Casual Employee while in a Temporary position) and is defined as the accrual of hours paid to a Casual Employee from the date of hire and shall operate on a Bargaining-unit-wide and departmental basis. A record of hours worked by the Casual Employee shall be maintained by the Employer. This record shall constitute the order of Casual Employees on the Casual Seniority List.

### **14:02 Permanent Employees' Seniority List**

a) The Employer shall maintain a seniority list showing the date upon which each permanent employee's service within the bargaining unit and within his/her Department commenced. Such list shall also show each employee's permanent full time or permanent part time status. An up-to-date seniority list shall be sent to the Union and posted on all Bulletin Boards by January 31st of each year.

b) Casual Seniority List

The Employer shall maintain a casual seniority list based on hours worked Within the bargaining unit and the department. An up-to-date list shall be sent to the Union within 10 business days of the beginning of each fiscal quarter.

#### **14:03 Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the Employer. An employee shall only lose seniority and employment status in the event:

- 1) They are discharged for just cause and are not reinstated.
- 2) They resign and do not withdraw such resignation within three (3) calendar days.
- 3) They fails to return to work within fourteen (14) calendar days following layoff and, after being notified by registered mail, or verified telephone or e-mail communication, to do so, unless through legitimate sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address, home land phone number, cellular phone number, and e-mail address. An employee recalled for casual work or employment of less than two (2) weeks, at a time when they are employed elsewhere during layoff, shall not lose their recall rights for refusal to work.
- 4) They are laid off for a period longer than two (2) years.
- 5) They fail to return to work from an approved leave of absence on the day set out when the leave was approved, unless through legitimate sickness or other just cause.
- 6) They retire.
- 7) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer.

#### **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

**15:01 Job Postings**

When a vacancy occurs, or a new position in the bargaining unit is created (all referred to in this Article as a "vacancy"), the Employer shall notify the Union and post notice of the position on the Employer's main Bulletin Boards for a minimum of one (1) week.

Such notice shall be posted within 10 days of the vacancy being determined. After the posting is made, the job will be filled as soon as is reasonably practicable having regard to the nature of the position in question and the Employer's operational needs but in any event by 30 days after the posting occurs.

**15:02 Outside Advertising**

An outside advertisement for any vacancy within the bargaining unit may be placed at the same time the vacancy is posted within the Home but an external candidate will not be selected unless there is no employee in the bargaining unit who, in management's opinion, has the required skills, abilities, training and physical qualifications to do the job.

**15:03 Role of Seniority**

In making staff changes, transfers or promotions, the employee with the greatest seniority, first in the Department and then in the bargaining unit, and having the required skills, abilities, training, and physical qualifications to do the work, shall be the successful applicant.

**15:04 Trial Period**

The successful applicant shall be placed on a trial period for 480 hours worked unless they have demonstrated previous competence in the transfer/promotion role. They shall receive orientation and any specialty training specific to the position during the first one hundred and twelve (112) hours.

Conditional on satisfactory performance, the employee shall occupy the posted position.

In the event the successful applicant proves unsatisfactory in the posted position during the trial period, or if the employee is unable to perform the duties of the posted position, they shall be returned to their former position at their former wage and departmental seniority. If the employee in their new posted position, for

whatever reason, is not satisfied with the posted position during the trial period, they shall have the option to be returned to their former position at their former wage and departmental seniority.

### **15:05 Training Courses**

The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subject and material to be covered)  
Time, duration, and the location of the course  
Basic minimum qualifications required for applicants

This bulletin shall be posted for a period of two (2) weeks on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training. The qualified applicants shall be selected. Employees selected by the Employer for training courses, experimental programs, or on-the-job training shall not suffer any loss of wages or benefits or seniority during the length of such training.

15:06 Temporary vacancies longer than three (3) months to be posted.

## **ARTICLE 16 - LAYOFFS AND RECALLS**

### **16:01 Role of Seniority in Layoffs**

Both parties recognize that permanent employees' job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. Any employee about to be laid off may bump any employee with less seniority, providing in the opinion of management, the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up. In the case of a staff reduction, senior employees shall first exercise their right to bump within their Departments and then on a bargaining-unit-wide basis. The same system shall apply within the part-time employees. Full time employees shall be permitted to bump less senior part-time employees.

### **16:02 Recall Procedure**

Employees shall be recalled in the reverse order of their layoff.

### **16:03 No New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall provided they have the required skills, abilities, training, and physical qualifications to do the available work.

### **16:04 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off five (5) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

## **ARTICLE 17 - HOURS OF WORK**

### **17:01 Normal Hours of Work**

Except for employees working ten (10) or twelve (12) hour shifts, the normal daily hours of work, inclusive of a 45-minute meal period, shall be eight (8) consecutive hours per day.

The normal days of work per week shall depend on the employee's number of normal shifts, eight(8) , ten(10), or twelve (12).

### **17:02 Days off**

The Employer agrees to schedule work shifts so that there will be no broken shifts for any permanent employees except by mutual consent. Regular days off for permanent full time and permanent part time employees shall be consecutive and shall be planned in such a way as to equitably distribute free weekends.

### **17:03 Working Schedule**

The hours and shifts of work of each permanent employee shall be posted in an appropriate place at least two (2) weeks in advance.

- (a) Where reasonably practical, 24 hours notice shall be given before change of shift of a permanent full time or permanent part time employee, except in emergencies.

- (b) Employees who are called back to work outside of their normal shift shall be provided with a taxi allowance to and from work, if required, and the employee will be reimbursed upon provision of receipts.
- (c) If an employee is required to attend a mandatory training session or meeting, the employee will be paid at straight time for such training or meeting hours.

**17:04 Break Period**

All employees on 8 hour shifts shall be permitted a paid 15-minute rest period both in the first half and the second half of the shift and a paid forty-five (45) minute lunch break. Employees on 12 hour shifts will receive a paid forty-five (45) minute lunch break, a paid thirty (30) minute break for second meal and two (2) fifteen (15) minute rest periods.

**17:05** Employees shall have at least 16 hours (12 hours for employees on 12 hour shifts) rest between changes of shifts unless mutually agreed otherwise.

**17:06** There shall be no pyramiding of premium pay, overtime pay, and paid holiday pay. In no event shall there be any pyramiding of benefit or payments paid.

**ARTICLE 18 – OVERTIME AND PREMIUMS**

**18:01 Overtime Defined**

All authorized time worked outside the scheduled daily work hours or biweekly scheduled worked hours shall be considered overtime. Overtime periods of less than 15 minutes shall not be compensated as regular time or overtime. However, authorized overtime periods in excess of 15 minutes shall be paid for in full.

**18:02 Overtime Rates**

Overtime rates shall apply as follows:

- a) On a regular work day – time and one-half for hours worked after an employee's eight (8), ten (10), or twelve (12) hour shift
- b) On a regular scheduled day off – time and one-half for all time worked
- c) On a holiday when the employee was not scheduled to work – time and one-half for time worked plus holiday pay

- d) For casual employee, any hours worked in excess of eighty (80) hours in a bi-weekly pay period.

**18:03 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked except by mutual agreement between the employee and the Employer. If overtime is taken it shall be equal time for the hours worked in accordance with the overtime rates e.g. if an employee works 2 hours of overtime and takes time off to compensate, they will receive 3 hours off with pay.

**18:04 Sharing of Overtime**

Sharing of Overtime - Overtime and call back will be divided equitably among the permanent employees in each Department.

**18:05 Minimum Call Back Time**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours straight time (or time and one-half (1½x) the hours actually worked), whichever is the greater.

**18:06 Shift Premium**

All employees shall receive a shift premium of two dollars and thirty five cents (\$2.35) per hour, effective date of ratification (July 20, 2023), and shall be applicable for all hours worked including overtime hours between 1800 hours and 0600 hours.

**18:07 Weekend Premium**

All employees shall receive a weekend premium of two dollars and thirty five cents (\$2.35) per hour, effective date of ratification (July 20, 2023), and shall be applicable for all hours worked including over time hours between midnight Friday and midnight Sunday.

**18:08 LPN Facility Pay**

In the absence of management staff or a registered nurse, including a registered nurse designated to on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two

dollars and fifty cents (\$2.50) per hour for each hour worked with the designated responsibility.

\*No LPN in receipt of this premium will be eligible to receive any LPN responsibility pay\*

## **ARTICLE 19 - VACATIONS**

**19:01** Paid vacation leave credits shall be earned based on regular hours paid. Vacation credits shall accumulate to permanent full-time and permanent part-time employees or Temporary employees in a full or part-time position on the following basis:

- (a) Effective the date of hire to a permanent or temporary position, 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.
- (b) Effective on the commencement of the seventh (7th) year of continuous service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.000 regular hours paid to a maximum of 160 hours.
- (c) Effective on the commencement of the sixteenth (16th) year of continuous service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to maximum of 200 hours.

**19:02** For any holiday listed in Article 21, falling during a permanent full time or permanent part time employee's (and a temporary employee replacing either such employee) vacation, the provisions of Article 21.03 shall apply.

### **19:03**

- a) The vacation year for permanent full time and permanent part time employees shall be from April 1st through the next March 31st. If such employees qualify for an increase in their vacation entitlement as specified in Clause 19:01, they shall be entitled to take such vacation in that vacation year. For example, if on October 1st in any vacation year, an employee completes six (6) years' continuous service thereby entitling them to an extra forty (40) hours vacation, since the vacation year will then be half over, they shall be entitled to one-half of the extra forty (40) hours vacation, i.e. twenty (20) hours vacation, but these may be taken in that same vacation year. If possible, vacations for such employees shall be scheduled between June 1st and December 15th in a manner that will least interfere with the operation of the Employer's business. Preference for

vacation time will be done in each Department on the basis of seniority of the employees within the Department. Employees with over one (1) year's continuous service shall have one hundred and twenty (120) hours off at one time unless mutually agreed upon and provided that adequate coverage is maintained. Employees with twenty (20) or more years of continuous service can take one hundred and sixty (160) hours vacation during the prime time between June 1st and September 15<sup>th</sup>, in each calendar year provided that adequate coverage is maintained.

- b) Vacation schedules for the period of June 1<sup>st</sup> – September 15<sup>th</sup> shall be posted by May 15<sup>th</sup>.

**19:04** If a permanent employee leaves the service of the Employer for any reason whatsoever, they shall be paid the amount due to them for vacation on a pro rata basis based on the time in the vacation year that they leave, less any vacation already taken in that vacation year, e.g. permanent employee with seven years' service leaves October 1 (i.e. half way into the vacation year), and has already taken forty hours' vacation.

Vacation:

$$\frac{160 \text{ hours}}{2} = 80 \text{ hours} - 40 \text{ hours already taken} = 40 \text{ hours to be paid out}$$

If such employee has a net deficit in vacation credits, such deficit will be recovered from the employee's final pay and any excess beyond that will be paid by the employee.

**19:05** In the event of an illness prior to vacation, that is documented by an appropriate regulated health care practitioner and is acceptable to the Employer, and where no modified work is available, the permanent employee's vacation credits shall revert to sick leave. The vacation credits will be rescheduled at another mutually agreed time subject to operational exigencies.

## **ARTICLE 20 - SICK LEAVE**

**20:01** Permanent full time employees shall be granted up to a maximum of one hundred and ninety-two (192) hours of sick leave per year for the period beginning April 1 and ending March 31. Sick leave hours shall accumulate at the rate of sixteen (16) hours per month worked (days absent on paid leave shall be deemed time worked for this purpose) until a maximum of eight hundred (800) hours has been reached. The first day of illness shall be a paid sick day for permanent full time and permanent part time employees.

The following procedures shall be observed with respect to sick leave:

- Any continuous absence of forty (40) hours or more, for medical reasons, must be supported by a physician's certificate in order to continue to draw on accumulated sick leave
- Sick leave shall be reduced by the amount of sick leave credits taken
- Employees on paid sick leave will continue to accumulate sick leave

**20:02** Permanent part-time employees shall receive sick leave on a pro rata basis which will be calculated on the following basis: sixteen (16) hours sick leave for every one-hundred seventy-six (176) hours worked and these hours shall be credited to the employee's sick leave accumulation to a prorated maximum of eight hundred (800) hours.

**20:03** Where a leave of absence for illness or any other reason is for an indefinite return date, the employee must give the Employer two (2) weeks notice of return to work.

**20:04** On December 15<sup>th</sup> of each year employees shall receive a sick leave bonus as follows:

- 0 - 5 days lost time due to illness - 5% of total accumulation
- 6 - 10 days lost time due to illness - 3% of total accumulation

Any employee using more than 10 sick days per year shall not receive any bonus payment.

**20.05** If modified work is available which is consistent with an employee's limitation, the employer may expect the employee to participate in modified work.

## **ARTICLE 21 – PERMANENT EMPLOYEES' HOLIDAYS**

**21:01 - Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Nova Scotia Heritage Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Miner's Memorial Day	Christmas Day
Canada Day	Boxing Day
1 <sup>st</sup> Monday in August	

Plus any Statutory Holiday declared by the Government of Canada or the Government of the Province of Nova Scotia and /or any statutory holiday declared by the Cape Breton Regional Municipality.

- 21:02** When any of the above noted holidays fall on an employee's scheduled day off, the Employer will schedule the employee another day off with pay within 30 days on either side of the date of the statutory holiday, unless mutually agreed otherwise.
- 21:03** The Employer shall make all reasonable efforts to schedule statutory holidays consistent with 21.02, respecting operational requirements. If by March 31<sup>st</sup>, operational requirements did not permit the employee to access a scheduled Statutory Holiday the Employer will pay out the employee hours in lieu.
- 21:04** Permanent part-time employees shall receive holidays on a pro-rata basis which will be calculated at the rate of (1) holiday for every one hundred and seventy-six (176) hours worked. They will be paid at the rate of time and one-half, plus the regular rate of pay for that day, for hours worked on any of those holidays.
- 21:05** The Employer shall schedule the days off for Christmas and New Year's Day in such a way that these days will be equitably divided among the permanent employees, with the senior employee having the first choice of either New Year's Day or Christmas Day, and shall be arranged on a yearly rotating basis within each Department.
- 21:06** Permanent or temporary full time employees who work on any of the above thirteen (13) recognized holidays shall be paid at the rate of time and one half for all hours worked. Subject to operational requirements, the Employer will schedule the employee another day off in lieu.

Permanent part time or Temporary part time employees who work on any of the above thirteen (13) recognized holidays shall be paid at the rate of time and one-half, for all hours worked. Subject to operational requirements, the Employer will schedule the employee another day off in lieu provided they have sufficient accumulated statutory holiday credits.

Casual employees who work on any of the above thirteen (13) recognized holidays shall be paid at the rate of time and one half for all hours worked.

## **ARTICLE 22 - LEAVE OF ABSENCE**

**22:01** A permanent employee shall be entitled to leave of absence up to six (6) months without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer and may be renewed for a further six (6) month period to a maximum leave of one (1) year, two (2) years for education only. Such approval shall not be withheld without just cause.

### **22:02 Paid Education Leave for Union Training**

- a) The Employer agrees to deduct from each employees one cent (.01¢) per hour per employee to be placed in a special fund for all compensated hours worked for the purpose of providing paid leave for union training. Such money shall be paid to the Secretary-Treasurer of the Union.
- b) Candidates for such union training shall be chosen by the Local Union. Their names shall then be submitted to the CUPE Regional Selection Committee for allocation of scholarships to the CUPE Leadership Training Institute. The successful candidate shall be entitled to leave of absence for 25 days of instruction, plus travel time where necessary. The 25 days of instruction time shall be taken in blocks of five (5) consecutive days over a 12 month period.

### **22:03 Maternity Leave**

Pregnant employees are entitled to unpaid leave of absence according to the current *Labour Standards Code* for the province of Nova Scotia, provided that such employee has at least one (1) year's seniority accumulated prior to the leave of absence. The Employer may require medical verification of the employee's condition prior to such leave of absence and also may require further medical verification at the

conclusion of the period of the leave of absence that the employee is physically able to resume normal duties upon return. Nothing in this agreement shall restrict the Employer from requiring a pregnant employee, prior to their confinement, to go on such a leave of absence on the grounds that their physical condition while at work constitutes a hazard to herself, their fellow employees or is interfering with their ability to perform their work. Employees are to notify their respective supervisors immediately on the fourth month of pregnancy as to when leave of absence will commence. Employees shall have the choice to use up their sick leave credits upon medical verification before commencing on Employment Insurance Benefits. The illness does not have to relate to pregnancy. This Article shall also apply to adoptive leave as per unemployment insurance benefits.

#### **22:04 Bereavement Leave**

- a) If a death occurs in the immediate family of an employee while they are at work, the employee shall be granted paid bereavement leave for the remainder of the scheduled shift. The employee shall be granted up to thirty-two (32) hours of bereavement leave with pay.

The members of an employee's immediate family shall include:

- Father/Mother (Step Father /Step Mother, Foster Father, Foster Mother)
- Sister/Brother(Step Sister, Step Brother)
- Spouse (Husband, Wife, Partner)
- Son/Daughter (Step Child, Foster Child)
- Mother-in-law/Father-in-law
- Daughter-in-law/Son-in-law
- Guardian
- Grandparents/Grand Children

- b) If a death occurs in the family of an employee while they are at work, the employee shall be granted paid bereavement leave for the remainder of the scheduled shift. The employee shall be granted up to sixteen (16) hours of bereavement leave with pay.

The members of an employee's family shall include:

- Brother-in-law/Sister-in-law
- Aunt and Uncle
- Niece and Nephew

- c) If any employee experiences the loss of a person while at work, with whom they have had a close relationship, the employee may be granted paid

bereavement leave for the remainder of the scheduled shift. The employee may be granted up to eight (8) hours of bereavement leave with pay and such approval will be determined on a case by case basis.

- d) An employee will receive an additional sixteen (16) hours of bereavement leave with pay if out of province travel is required.

On a case by case basis, an employee will be granted leave to reflect the employee's cultural grieving practices.

### **22:05 Time Off for Union Functions**

- a) Four (4) representatives of the Union (Union to pay for fourth person) shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.
- b) Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance or arbitration procedures pertaining to this Agreement, provided the Union's grievance is upheld.
- c) Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

### **22:06 Workers' Compensation Pay Supplement**

This provision shall not apply to casual employees.

This provision shall replace any existing provisions for Workers' Compensation.

- a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two 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. The employee shall be paid only the Workers' Compensation benefits.

- b) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- c) An employee shall accrue seniority while in receipt of Workers' Compensation benefits.
- d) An employee shall earn vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- e) An employee shall not earn any other benefits while on Workers' Compensation.

#### **22:07 Jury Duty**

A permanent employee (and a temporary employee replacing an absent permanent employee) called for jury duty will be paid the difference between jury fees and regular pay for the period of absence required by the jury service, providing the employee would normally have been scheduled and would have been available for work. Whenever practical, employees will be expected to report for work after reporting for jury service unless they are actually serving. Employees must receive a letter from the clerk of the Court showing the time served.

#### **22:08 Elected Office Leave**

- a) An employee who is elected to public office may be allowed a leave of absence for their first term in office, without pay or benefits, but without loss of seniority (but no seniority shall accrue during such leave of absence).
- 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, may be granted a leave of absence for their term in office, without pay or benefits but without

loss of seniority (but no seniority shall accrue during such leave of absence).

## **22:09 Domestic Violence**

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

**22.10** When a permanent employee under this Article is entitled to a leave of absence without pay but without loss of benefits (i.e. 22:05), the Employer will continue to pay the employee their regular pay and benefits and shall bill the Union directly for such pay plus the going rate of 25% for benefits.

**22.11** Employees shall be allowed paid leave of absence of up to twenty four (24) hours per annum (pro-rated for Part-Time Employees) debited against sick leave credits in order to:

- (a) engage in and facilitate the employee's personal preventative medical, dental or mental health care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical, dental or mental health care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied, provided the employee has given to the employer as much notice as reasonably possible of the appointment and has attempted to schedule the appointment during days off.
- (b) attend to emergencies where:
  - (i) the Employee's own medical, dental, or mental health is at an immediate and serious risk;
  - (ii) a member of the Employee's immediate family, as defined in Article 22.04 (a); who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;
  - (iii) there is a critical condition (fire, flood, or other natural disaster) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require verification of the condition claimed.

- (c) An employee will be allowed to use up to twelve (12) hours referred to in the preamble of this Article to attend to the medical, dental and mental health care of their immediate family members.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES FOR PERMANENT EMPLOYEES**

### **23:01 Wages**

The Employer agrees to pay and the Union agrees to accept the scale of permanent employee wage rates attached to and forming part of this agreement as Appendix "A". Wages shall be paid by direct deposit with a statement of earnings and deductions attached on a bi-weekly basis.

### **23:02 Temporary Assignment**

Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own while there is work available in their own classification, they shall be paid their regular rate.

When an employee is assigned to perform work in a classification within the bargaining unit paying a higher rate they shall receive the rate for that classification provided they have worked eight (8) hours in the higher classification.

When an employee within the bargaining unit is assigned to fill in for a supervisory employee absent because of sick leave, vacation, or authorized leave of absence, excluding regularly scheduled days off, the temporarily assigned employee shall receive 20% of their own classification rate in addition to their own classification rate, commencing on the first working day provided that this upgraded rate does not exceed the rate of the supervisor being replaced. In such instances the supervisory rate will be paid. For any overtime hours worked, the 20% addition to classification rate shall not be included and the employee shall receive overtime based on their original classification rate only.

## **ARTICLE 24 - SAFETY AND HEALTH**

### **24:01 Co-operation on Safety**

The Union, the Employer and the employees (including temporary and casual employees) shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work. Other matters of this nature will be handled by the Labour Management Committee.

#### **24:02 Workplace Violence**

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

### **ARTICLE 25 - JOB SECURITY**

#### **25:01 Restrictions on Contracting-Out**

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

### **ARTICLE 26 - GENERAL CONDITIONS**

#### **26:01 Proper Accommodations**

Employees to be allowed to have meals in a staff room, if one is made available, providing they bring their own meals, on an interim basis and to store and change their clothes.

#### **26:02 Bulletin Boards**

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

#### **26:03 Protective Clothing**

- a) Employees working in the Maintenance Department shall receive coveralls, boots and appropriate winter wear. It is also agreed that

discussion will take place between the CEO and the Kitchen Staff as to what protective clothing may be deemed necessary.

b) Cooks shall be provided with non-flammable aprons.

**26:04** Damaged clothing, watches (up to \$75.00) dentures, glasses, or contact lenses caused by working conditions, will be paid for by Management, if the employee has abided by safe working conditions. Each case shall be determined on its own merit.

**26:05 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine, is used in this Agreement it shall be considered as if the plural, feminine or masculine, has been used where the context of the party or parties hereto so require.

**26:06 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their right and obligation under it. The Employer and the Union shall cost-share 50/50 for the printing of the Collective Agreement.

**26:07 Leaving Work Due to Illness or Crisis**

An employee leaving work due to illness or crisis will receive full pay after four (4) hours worked or will be paid four (4) hours for working less than four (4) hours. The employee's supervisor shall be advised before the employee leaves the premises.

**26:08 Temporary Employees**

When the Employer assigns a casual employee to be a temporary employee either as a replacement for an absent permanent employee, or otherwise, such temporary employee, while they are so acting, shall receive sick leave, vacation, holidays and bereavement leave as they would have received if they were a permanent employee. After the temporary assignment ends, the employee shall revert to their previous employment status and thereafter receive the benefits of this Agreement that apply to that status.

**26:09 Responsibility Pay**

LPNs assigned to a neighbourhood to coordinate care and the team on shift will receive responsibility pay in the amount of seventy cents (\$0.70) per hour.

When the Employer assigns an LPN to an RN to work collaboratively to coordinate care and the efforts of care teams on shift, the LPN will receive responsibility pay in the amount of seventy cents (\$0.70) per hour.

#### **26:10 Storm 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 the approval of the Employer, make up the absent time as the scheduling allows.

**26:11** In view of the nature of the work at Seaview Manor, and to maximize work opportunities for all employees, employees must supply the Employer with current working phone number, address, and e-mail address.

### **ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS**

**27:01** All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer, at the discretion of the Employer, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

### **ARTICLE 28 - TERM OF AGREEMENT**

**28:01** This Agreement shall be binding and remain in effect from the date of signing to October 31, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within 90 days of expiry that it desires its termination or amendment.

#### **28:02 Changes in Agreement**

Any changes deemed necessary in this Agreement shall be made by mutual agreement at any time during the existence of this Agreement, provided such

changes are formally agreed to in writing over the signatures of the appropriate representatives of the Employer and Union.

### **28:03 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within 30 days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

**28:04** For the purposes of retroactivity, the only provisions of this Agreement which shall be applied retroactively shall be increases in base pay and shift and weekend premium increases.

### **28.05 Retroactivity**

Wages and the increases in the shift and weekend premiums specified in clauses 18.09 and 18.10 for all permanent employees (See Memorandum of Agreement for casual employees) shall be retroactive to November 1, 2020, or the date of hire, if later, provided that those wage rates and new premium rates and retroactivity are fully funded by the Department of Health and Wellness. All other monetary or other changes to the current Agreement will apply prospectively from the date of signing of this Agreement and the Attached Memorandum of Agreement. Any of those employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer notice within 30 days of the signing of this agreement.

## **ARTICLE 29 – HEALTH PLAN AND PENSION PLAN**

### **29:01 Health Plan**

Cost sharing of the premiums of the group health benefit plan shall be Employer 65% of the premiums and employees 35% of the premiums. This provision for a 65-35 cost sharing formula does not apply to premiums for AD&D, life insurance, dental coverage, LTD or any other existing benefit plan (other than a group health benefit plan).

**29:02** The Employer agrees to continue a cost shared pension plan for employees in the bargaining unit.

**ARTICLE 30 –Paid Holidays for Casual Employees**

**30.0** For casual employees, during the currency of the Agreement, in each fiscal year (April 1 - March 31), the following benefits will be received:

- (a) vacation pay of 4% until the employee has completed 720 hours worked and thereafter 6%
- (b) after completing 720 hours worked, any casual employee who works 50% or more of the number of shifts normally worked by a permanent full-time employee shall receive five (5) paid holidays in that fiscal year (there shall be no carry over of these holidays from one fiscal year to another). Two of such holidays shall be Christmas Day and New Years Day and if the employee works on either of those days, they shall be paid at the rate of time and one half for hours worked on that day, plus the holiday pay.

**IN WITNESS** thereof the parties hereto have executed this Agreement by the hands of their duly authorized officers:

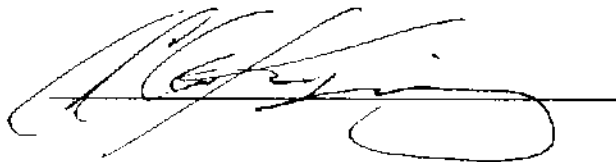
**THIS 27 day of October , 2023.**

**SEAVIEW MANOR CORPORATION**



Caren Ke

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2094**



*Leah Heepmann*  
**WITNESS TO ALL SIGNATURES**

APPENDIX "A"

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase		% Increase		Wage Adjustment		% Increase		% Increase	
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Food Service Worker	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Environment Services Worker	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase		% Increase		% Increase		% Increase		% Increase	
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker without certification	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.6356	\$38,762	\$18.7288	\$38,936
After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$40,045	\$19.0109	\$40,045	\$19.1059	\$39,740
After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.3855	\$40,322	\$19.4824	\$40,523
After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.7472	\$41,074	\$19.8459	\$41,280
After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.1224	\$41,855	\$20.2231	\$42,064

\*\*Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker without certification as per the MOA re: CCAs, signed April 1, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase		% Increase		Wage Adjustment		% Increase		% Increase	
			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
Personal Care Worker / Continuing Care Assistant (PCW / CCA) (With Course)	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2759	\$46,230
After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase		% Increase		% Increase		% Increase		% Increase	
			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	Jul.20-23 Hourly Rate	Jul.20-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	\$26.5566	\$55,238	\$26.9550	\$56,066	\$27.3593	\$56,907	\$28.1801	\$58,615	\$28.1801	\$58,615	\$28.3210	\$58,908
After 1 year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8256	\$59,957	\$28.8256	\$59,957	\$28.9697	\$60,257
After 2 years	\$27.7520	\$57,724	\$28.1683	\$58,590	\$28.5908	\$59,469	\$29.4485	\$61,253	\$29.4485	\$61,253	\$29.5958	\$61,559
After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3833	\$61,117	\$30.2648	\$62,951	\$30.2648	\$62,951	\$30.4161	\$63,265
After 20 years									\$31.3240	\$65,154	\$31.4807	\$65,480

\*\*\*Re: 25 Year Service Salary Increment - LPNs: Effective July 20, 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.

Classification		Expired Hourly Rate	Expired Approx Annual Rate	% Increase		% Increase		% Increase		% Increase	
				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
Ward Clerk	Regular Rate	\$19,1708	\$39,875	\$19,4583	\$40,473	\$19,7502	\$41,080	\$20,3427	\$42,313	\$20,4444	\$42,524
Activity Worker (with PCW Course)	Start	\$18,4323	\$38,340	\$18,7090	\$38,915	\$18,9896	\$39,498	\$19,5593	\$40,683	\$19,6571	\$40,887
	After 1 year	\$18,8093	\$39,124	\$19,0915	\$39,710	\$19,3779	\$40,306	\$19,9592	\$41,515	\$20,0590	\$41,721
	After 2 years	\$19,1929	\$39,921	\$19,4808	\$40,520	\$19,7730	\$41,128	\$20,3662	\$42,362	\$20,4680	\$42,574
	After 3 years	\$19,5841	\$40,735	\$19,8780	\$41,346	\$20,1761	\$41,966	\$20,7814	\$43,225	\$20,8853	\$43,441
	After 4 years	\$19,9838	\$41,566	\$20,2836	\$42,190	\$20,5878	\$42,823	\$21,2055	\$44,107	\$21,3115	\$44,327
Maintenance I	Regular Rate	\$21,0707	\$43,827	\$21,3869	\$44,485	\$21,7077	\$45,152	\$22,3589	\$46,506	\$22,4707	\$46,739
Cook	Regular Rate	\$21,0707	\$43,827	\$21,3869	\$44,485	\$21,7077	\$45,152	\$22,3589	\$46,506	\$22,4707	\$46,739
Maintenance II	Regular Rate	\$21,0707	\$43,827	\$21,3869	\$44,485	\$21,7077	\$45,152	\$22,3589	\$46,506	\$22,4707	\$46,739
OTA/PTA	Regular Rate	\$21,9347	\$45,624	\$22,2638	\$46,309	\$22,5977	\$47,003	\$23,2756	\$48,413	\$23,3920	\$48,655
Activity Worker (with 2-yr Community College Diploma in Recreation)	Start	\$19,9689	\$41,130	\$20,2684	\$42,158	\$20,5724	\$42,791	\$21,1896	\$44,174	\$21,2955	\$44,295
	After 1 year	\$20,5848	\$42,81	\$20,8937	\$43,459	\$21,2071	\$44,111	\$21,8433	\$45,434	\$21,9525	\$45,661
	After 2 years	\$21,2598	\$44,220	\$21,5781	\$44,884	\$21,9024	\$45,557	\$22,5595	\$46,924	\$22,6723	\$47,153
	After 3 years	\$21,9347	\$45,624	\$22,2638	\$46,309	\$22,5977	\$47,003	\$23,2756	\$48,413	\$23,3920	\$48,655
	After 4 years	\$22,6097	\$47,028	\$22,9488	\$47,734	\$23,2930	\$48,450	\$23,9918	\$49,903	\$24,1118	\$49,153
Head Cook	Regular Rate	\$23,1267	\$47,895	\$23,3721	\$48,614	\$23,7226	\$49,343	\$24,4343	\$50,823	\$24,5565	\$51,078

**NOTE:**

**General Economic Increases**

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

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

**Classification Adjustments**

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

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

APPENDIX "A"

Classification	Regular Rate	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase 1.5%		% Increase 1.5%		Wage Adjustment		% Increase 1.0%		% Increase 0.5%	
				Nov.03-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Food Service Worker	Regular Rate	\$16.111	\$17,722	\$16.941	\$18,441	\$17.692	\$19,371	\$18.113	\$19,722	\$18.172	\$19,953	\$18	\$19,941
Environment Services Worker													
Ward Clerk	Regular	\$17.1146	\$19,811	\$17.457	\$20,411	\$18.7507	\$21,080	\$20.6877	\$21,111	\$21.993	\$24,321	\$23.1146	\$24,411

Classification	Start	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase 1.5%		% Increase 1.5%		Wage Adjustment		% Increase 1.0%		% Increase 0.5%	
				Nov.03-20 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
Personal Care Worker / Continuing Care Assistant (PCW / CCA) (With Course)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.4712	\$38,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$18.9096	\$45,572	\$22.5660	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3567	\$46,111	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification	Star	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase 1.5%		% Increase 1.5%		% Increase 1.0%		% Increase 1.0%		% Increase 0.5%	
				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	Jul.20-23 Hourly Rate	Jul.20-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Star	\$26.5566	\$55,238	\$26.9550	\$56,066	\$27.3593	\$56,907	\$27.81801	\$58,615	\$28.1801	\$58,615	\$28.3210	\$58,908
	After 1 year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,111	\$28.4256	\$59,957	\$28.8256	\$59,957	\$28.9697	\$60,125
	After 2 years	\$27.7520	\$57,724	\$28.1683	\$58,590	\$28.5908	\$59,469	\$28.9485	\$61,253	\$29.4485	\$61,253	\$29.5958	\$61,411
	After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3833	\$61,117	\$29.8268	\$62,951	\$30.2648	\$62,951	\$30.4161	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4807	\$65,480

\*\*\*Re: 25 Year Service Salary Increment - LPNs Effective July 20, 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.

Classification	Exp. Rate	Exp. Rate	% Increase		% Increase		% Increase		% Increase	
			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
Activity Worker (with PCW Course)										
After year	\$1,806	\$30	\$1,0915	39	\$1,111	1	\$19,556	1	\$20	\$1,133
After 2 yrs	\$1,926	1,921	1,194	8	\$1,22	1,128	\$2,3662	1,362	\$20.41	\$42
After 3 yrs	\$1,384	\$4,77	1,18780	5,37	\$10,761	\$4,966	\$2,114	\$43,225	10,8853	\$43.11
After 4 yrs		66	20,2836	21	1,878	1,23	5,115		14.5	14.5
Maintenance Regular Rate	\$1,117		11	5	1,707		2,119		12	
Maintenance Regular Rate	1,117	1,063	1,101	15	1,21	1,127	\$22,913	\$47,818	21,14	
Activity Worker with 2 Communi College Diploma in Recreation										
After year	\$20,584	817	\$20,8937	1,3	\$21,71	1,111	\$21,8433	1,473	1,9525	\$45
After 2 yrs	\$1,136	1,227	1,21,787	5,11	\$21,901	1,157	\$22	1,16,924	1,21,17	\$47
After 3 yrs	1,1	\$45,624	1,22,2673	5,06	1,17	1,003	1,23,113	1,14	\$23,120	1,17
After 4 yrs	1,160,7		1,15	1,132	1,10	1,117		1,18		
Regular Rate	1,0267		1,17		1,23,122	1,13	1,11	1,0,823	1,21	1,51

**NOTICE**  
**General Economic Increases**  
 The purpose of a general economic increase is to provide for the health care workers in the health care sector, for collective bargaining contracts which contract term November 1, 2011, to October 31, 2013. The general economic increase is based on the general economic increase of 1.5% as provided in this agreement.

The purpose of the thirty (30) day notice is to provide the date of the general economic increase to accept the alternative general economic increase.

**Classification Adjustments**  
 With respect to the classification adjustment for LPNs is negotiated in the collective agreement with a term November 1, 2011, to October 31, 2013. The Health Authority shall assess the compensation of the LPN classification with Health Sector classification may be adjusted to the higher of the two rates.

The normal thirty (30) day notice in the collective agreement shall apply to the term of the contract.

**Appendix "B"**  
**LPN Practice Premium and Explanation of Categories**

**LPN Practice Premium**

- (a) Practice Premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.
- (b) The first payment of this LPN practice premium will be on June 15<sup>th</sup>, 2020.
- (c) To be eligible for a premium for a twelve (12) month period commencing on April 1, 2019 and April 1<sup>st</sup> of each year thereafter, a LPN must earn seventy (70) points by participating in Employer approved activities (Appendix "B")
- d) premium shall be paid in full in lump sum commencing on June 15<sup>th</sup>, 2020 and on June 15<sup>th</sup> of each year thereafter to LPNs who achieve eligibility for them in accordance with 31(c).
- e) 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 1<sup>st</sup>, 2020 and by May 1<sup>st</sup> 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.
- f) This premium shall be prorated for Part-time and Casual LPNs based on regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.
- g) 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.

**POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO (2) 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 speciality 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 speciality 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 speciality that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion or 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 DEVLEOPMENT (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 EEDCUATION 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 LPNs 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 a 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 LPNs role or if it is a general employee expectation, the points cannot be claimed.

**MEMORANDUM OF AGREEMENT**

**RE: CASUAL EMPLOYEES PROGRESSION ON THE SALARY SCALE**

**WHEREAS** the Employer and Local 2094 recognize that casual employees make a significant contribution to the operation of Seaview Manor and to the services provided to its Residents;

**AND WHEREAS**, both parties agree that the intake step rate and progression along the wage scale is necessary to remain a competitive employer in the Long-Term Care Sector;

**AND WHEREAS**, both parties to this memorandum of agreement wish to acknowledge the competitive nature in the Long-Term Care Sector and the contributions made by casual employees, the parties agree on the following salary benefits;

**NOW THEREFORE** the parties agree that for the term of this Memorandum of Agreement, which will coincide with the term of the collective agreement, all active existing and all new casual employees who have successfully passed probation on a going forward basis will be:

- a) As of the date of the signing of this Memorandum of Agreement, placed on the appropriate step of the relevant classification salary scale given their previous experience with another employer in the same role (e.g. Casual CCAs with a provincial certificate would be placed on the appropriate step of the CCA with Provincial Certification classification based on years of experience in the same role). The determination of whether previous experience is relevant and comparable and recognized for the purposes of this paragraph will be at the Employer's discretion and must be verifiable. Previous experience will be calculated based on 2080 hours of continuous service being equal to one step on the salary scale; and
- b) Progressed along the relevant salary scale commensurate with hours worked at Seaview Manor such that when a casual has worked 2080 hours they shall move to the next step on the salary scale until they reach the maximum step on the appropriate salary scale.

The parties also agree that no retroactivity based on the placement described in paragraph (a) will be paid to Casual employees for work performed prior to the date of ratification of this collective agreement, although they will be entitled to retroactivity on any cost of living increases to the wages that are negotiated at the Provincial table.

DATED at Glace Bay, Nova Scotia this 27 day of October, 2023.

Witness as to all Signatures

Sean Heppmann

) SEAVIEW MANOR CORPORATION

) Mic Rowatt

) Cassie Ken

) CANADIAN UNION OF PUBLIC  
) EMPLOYEES, LOCAL 2094

) Alison Shea

) [Signature]

**MEMORANDUM OF AGREEMENT  
SUPPLEMENTARY LEAVE CREDITS**

**WHEREAS** the Employer and the Union wish to recognize the commitment of permanent full-time and part-time employees reflected by their service at Seaview Manor in excess of twenty-five (25) continuous years;

**NOW THEREFORE IT IS AGREED** that the Employer will grant paid leave of 20 hours per fiscal year (April 1-March 31), pro-rated for permanent part-time employees, for permanent full time and part-time employees who by April 1 in any such year, have completed twenty-five (25) years' continuous service at Seaview Manor. Scheduling of such leave shall be done by mutual agreement; however, it may not be taken during the summer vacation or Christmas Holiday period and may not be carried over from one fiscal year to the next.

DATED at Glace Bay, Nova Scotia this 27 day of **October**, 2023.

**Witness as to all Signatures**

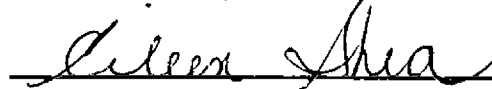
Reah Heppmann

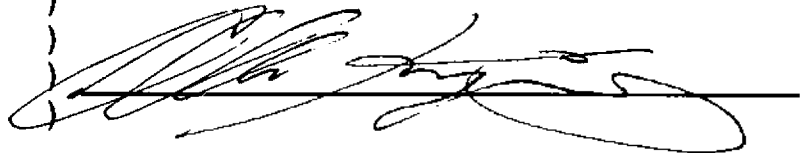
**SEAVIEW MANOR CORPORATION**



Cassie Ken

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2094**





**MEMORANDUM OF AGREEMENT**

**-between-**

**Seaview Manor (the Employer)**

**-and-**

**CUPE, Local 2094 (the Union)**

**WHEREAS** the parties agree that the current Provincial State of Emergency owing to the Covid-19 pandemic has temporarily increased staffing demands to support various levels of visiting guidelines and,

**WHEREAS** the parties agree that the Department of Health and Wellness has made additional temporary funding available to support Seaview Manor to temporarily hire Covid LTCAs, and

**WHEREAS** the parties agree that Seaview Manor's ability to continue to employ Covid LTCAs is dependent on continued Department of Health and Wellness funding

**NOW THEREFORE**, the parties agree to the following

- 1 Incumbent students will be deemed casual employees working in the temporary classification of Covid LTCAs. As such they will be members of the Bargaining Unit and subject to the terms and conditions outlined in the current Collective Agreement. If additional Covid LTCA positions are required and funded above what is currently covered in this MOA, those positions will be posted in accordance with the collective agreement.
- 2 The incumbent students will not be required to reapply for the Covid LTCA position as a result of implementation of this Memorandum of Agreement.
- 3 Temporary Covid LTCAs will continue to primarily support therapeutic recreation in the coordination and implementation of Covid 19 visiting guidelines and assist with other Covid-19 related activities
4. The employer does not intend to hire LTCAs on a permanent basis, nor as a replacement for or in lieu of any vacant Continuing Care Assistant positions
5. The parties agree that temporary Covid LTCA positions represent only a temporary classification and does not set precedent for inclusion as a permanent classification in the Bargaining Unit
6. Covid LTCAs will have their employment terminated immediately upon the discontinuation of the temporary funding from the Department of Health and Wellness
- 7 Temporary LTCAs employed as temporary casual employees will be paid at a rate of \$16.01/hour

Executed at Blue Bay on the 01<sup>st</sup> Day of February, 2021

[Signature]  
For the Union CUPE 2094

[Signature]  
For the Employer Seaview Manor

**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.

DATED at Glace Bay, Nova Scotia this 27 day of **October, 2023**.

Witness as to all Signatures

Reah Helfmann

SEAVIEW MANOR CORPORATION

Mic Joubert

Colin Kern

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2094

Eileen Shea

[Signature]