

**COLLECTIVE AGREEMENT**

**-BETWEEN-**

**MANAGEMENT COMMITTEE OF EAST CUMBERLAND  
LODGE**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2391**

**November 1, 2020 – October 31, 2023**

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**terms. Throughout this Agreement, the plural includes the singular and vice-versa as the context requires.**

- 2.02 A Regular Employee is an employee who occupies a regularly scheduled position as an employee of the Employer and who has successfully completed the probationary period.
- 2.03 A Regular Full-Time Employee means an employee who has successfully completed the probationary period and works a full-time schedule (80 hours bi-weekly).
- 2.04 A Regular Part-Time Employee means an employee who has successfully completed the probationary period and who is regularly scheduled to work less than the normal work week of the regular full-time employee. Regular part-time employees shall be given first preference or opportunity on a seniority basis, over casual employees, of filling in for regular employees absent on any leave of absence, and shall receive sick and vacation benefits during these fill ins.
- 2.05 A Probationary Employee means an employee who is still working through the probationary period, and whose employment may be terminated at any time during the period.
- 2.06 (a) A Casual Employee means an employee who is engaged on an as needed basis and, effective date of signing, shall be entitled to all the benefits of the collective agreement with the exception of Articles 18.04 (Leaves of Absences), 18.06 Educational Leave, 16.09 (Pay out of sick time); or any other articles that specifically excludes them. Casuals shall be paid 4% in lieu of vacation on their bi-weekly pays.
- (b) A casual shall be on a probationary period of **480 hours of actual work, excluding orientation time and any type of paid leave.**
- (c) If during their probationary period, the casual employee becomes a Regular Full-Time, Regular Part-Time, or Temporary employee, in a job classification different from that of the original hire, they shall begin a probationary period of 480 hours from date of hire into that new position.
- (d) If the casual employee becomes a Regular Full-Time, Regular Part-Time or Temporary employee in the same job classification into which they were hired, they will satisfy the probationary period once they have served 480 hours since original date of hire into the casual position.
- 2.07 The "probationary period" is a period of time that every new employee must work. The probationary period is 480 hours of actual work, excluding orientation time and any type of paid leave. **The Employer may extend the probationary period by**

**up to an additional 480 hours if the Employer determines that a further period of time is needed to assess the suitability of the employee.**

- 2.08 A Temporary Employee means an employee who was awarded a temporary assignment posted in accordance with Article 21.01. Temporary employees shall be entitled to all the benefits of the collective agreement with the exception of Articles 18.04 (Leaves of Absences), 18.06 Education Leave, 16.09 (Pay out of sick time). Access to medical/dental plans and the pension plan shall be dictated by the texts of the plans.

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

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2391 as the sole and exclusive collective bargaining agent for all employees of East Cumberland Lodge, Pugwash, Nova Scotia, excluding the Administrator and management employees, office employees, Registered Nurses and those persons excluded by section 2(2) of the *Trade Union Act*.
- 3.02 Supervisory persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of instruction, demonstration, relief or emergency situations.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which conflict with the terms of this Collective Agreement.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age ( except in accordance with the terms of any relevant pension plan or benefit plan), race, colour, religion, creed, sex, sexual orientation, gender identity, gender expression, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income or political belief, affiliation or activity, or by reason of membership or activity in the Union, or by reason of any other characteristic covered by the Nova Scotia *Human Rights Act* with respect to discrimination in employment.
- 4.02 In circumstances where a member of the bargaining unit may be unable to perform the regular duties of their position due to any characteristic protected under the Nova Scotia *Human Rights Act*, the Employer and Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect of the accommodation of the employee. The parties agree to work together to consider how the

employee's disability can best be accommodated without causing undue hardship to the Employer, the employee or the Union. The affected employee shall participate and cooperate fully in this process.

#### 4.03 Procedure for Evaluating and Accommodating Employees with Disabilities

- (a) The Employee with a disability will inform the Employer about the need for an accommodation in writing with a copy to the Union.
- (b) Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives and to the Union representatives, that is reasonably required to establish to the Employer's and the Union's satisfaction that the Employee has a disability which requires accommodation and the extend of the restrictions or limitations in the Employee's functional capacities to perform the duties of their position.
- (c) The parties agreed that to the extend, reasonably possible, medical and other personal information provided by an Employee for the purposes of accommodation will be dealt with in a manner that respects the Employee's privacy.
- (d) Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and the Union from continuing the duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.
- (e) Representative of the Employer and union, together with the affected Employee shall meet to discuss the existence and nature of the disability and the appropriate accommodation measure which would achieve the accommodation with respect to the Employee.
- (f) The Employer, the Union and the affected Employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and the information regarding the requirements and duties of the Employee's position.
- (g) In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts and/or orientation of the Employee.
- (h) Agreements between the parties regarding the accommodation of Employees shall be in writing. These agreements shall contain provisions regarding the process, which will be followed by the parties in the event that there is a change in the accommodated Employee's circumstances, including a lessening or worsening of the Employee's disability.

- (i) The Union agrees to support accommodative measures which may require modification of the Collective Agreement provisions, unless doing so would in its determination constitute undue hardship. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case-by-case basis.
- (j) The process ends when the Employer reaches the point that it considers to be undue hardship.

#### **4.04 Diversity**

- (a) **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.**
- (b) **The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 21.**

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The management of the Employer's business, properties (both real and personal), premises and equipment, and the direction and distribution of the working forces including the right to hire and the right to suspend, discipline or discharge for just cause, to lay-off, to promote, demote or transfer, to introduce new or improved patient care methods or facilities, or to change existing patient care and/or service, methods or facilities and the determination of the lay-out and equipment, the processes, techniques, methods and means of patient care and services to be used, remain in and are vested in the Employer.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 All new employees shall become members of the Union after the completion of the probationary period as defined in Article 2.07 (Probationary Employee), or Article 2.06 (Casual Employee), whichever is applicable.

6.02 The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) the name of each Employee; and,
- (b) the mailing address and telephone number (if listed) of each Employee; and,
- (c) the personal email address of each Employee; and
- (d) **the employee's employment status (such as full-time, part-time, temporary, casual).**

6.03 To ensure accurate information, all Employees shall, annually and no later than March 31st of each year, confirm their current mailing address, telephone number(s) and email address(es). If this information changes throughout the year, the Employee shall advise the Employer in writing as soon as possible.

#### **ARTICLE 7 - CHECK OFF OF UNION DUES**

7.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union, in accordance with its Constitution and By-Laws. Deductions shall be made from casual employees after completion of the probationary period for monthly dues only if they have worked in excess of ten (10) days in that month.

7.02 Deductions shall be made from the payroll period biweekly, and shall be forwarded to **National CUPE Office, with a copy to** the Secretary-Treasurer of the local Union, not later than the 15th day of each month following, accompanied by a list of all employees from whose wages the deductions have been made.

#### **ARTICLE 8 - ACQUAINT NEW EMPLOYEES**

8.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Articles 6 and 7 dealing with Union Security and Dues Check-Off.

8.02 The Employer and the Union will cost share the printing of the bound collective agreements in booklet form. Both the Employer and the Union shall acquire a quote for the printing and the most cost-effective quote will be used. Enough copies shall be printed to ensure that each member of the Bargaining Unit shall receive one and both the Union and the Employer shall be provided with minimally 40 additional copies for future use. Should additional copies be required beyond this amount and unavailable from the original printing, a re-order shall be arranged with cost shared between the Union and the Employer.

8.03 The Employer shall provide a copy to each new member hired into the bargaining unit during the employee's first day of orientation.

- 8.04 The Union shall be notified of the full name, employment classification and start date of all new **bargaining unit** employees within two (2) weeks of the Employee's first day worked.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to **elect not more than four (4)** Stewards, whose duties shall be to assist any employee working in the respective department or group of departments which the Steward represents in preparing and in presenting their grievance in accordance with the grievance procedure.
- 9.02 Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Grievances shall be raised within **ten (10)** working days of their occurrence as follows:

### Step 1

The employee, together with their Shop Steward, shall discuss the matter complained of with the employee's immediate supervisor, who shall render a decision within **five (5)** working days. Supervisor shall be defined as department head.

### Step 2

Failing satisfactory settlement in Step 1, the grievance shall be presented in written form to the Administrator within five (5) working days, who shall render a decision in writing within **five (5)** working days.

### Step 3

Failing satisfactory settlement in Step 2, the grievance shall be submitted in written form within three (3) working days to the Management Committee of the Board, who shall render a decision in writing within twenty-one (21) consecutive calendar days after it has been submitted. This time may be extended by mutual agreement.

### Step 4

Failing satisfactory settlement in Step 3, the Union may refer the matter to arbitration.

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

- 9.04 All grievances and all replies after Step 1 shall be in writing.
- 9.05 The Union reserves the right to have the assistance of a representative of the Canadian Union of Public Employees at any stage of the grievance procedure after Step 1.
- 9.06 "Working days" for the purpose of this article shall not include Saturdays, Sundays or holidays.
- 9.07 The time limits fixed in the grievance procedures may be extended upon the written consent of both parties to this Agreement.

#### **ARTICLE 10 -ARBITRATION**

- 10.01 Unresolved grievances may be referred in writing to an Arbitration Committee within seven (7) days, composed as follows:
- (a) A single arbitrator where both parties agree; or,
  - (b) Three (3) arbitrators, one appointed by Union, one appointed by the employer within seven (7) days of written notice of the Union's appointee, and a third appointed by the first two within seven (7) days of their appointment, and if the third is not appointed within this time either party may apply to the Minister of Labour for the Province of Nova Scotia to make the appointment.
- 10.02 No person shall be selected as a member of an Arbitration Board who:
- 1) is acting, or has within a period of six months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;
  - 2) has any pecuniary interest in the matters referred to the Board.
- 10.03 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it.
- 10.04 The employer and the Union agree to bear, equally, the fees and expenses of the single arbitrator if one appointed, and of the Chair if a Board of three (3) is appointed.
- 10.05 The time limits fixed in the arbitration procedures may be extended upon the written consent of both parties to this Agreement.

10.06 The single arbitrator or a Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

#### **ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE**

11.01 A regular employee may be disciplined or discharged, but only for just cause. When an employee is disciplined in writing, suspended or discharged, they shall be given the reason in the presence of their Steward. An employee and the Union shall be advised promptly in writing by the Employer of the reason for any such discipline or discharge.

11.02 If an employee has been unjustly suspended or discharged, that employee shall be immediately reinstated in their his former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

11.03 An employee has the right to have a Steward present at any discussion with the Employer which is of a disciplinary nature, **including when the Employer conducts an information gathering session as part of an investigation**. The Employer shall notify the employee in advance that disciplinary action is being considered so that the employee can notify a Steward. This article does not apply to coaching sessions or performance evaluation sessions.

11.04 The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided there has been no reoccurrence of the same infraction which prompted these actions during that twenty-four (24) month period.

11.05 (a) The Employer will not introduce as evidence in a grievance arbitration hearing any disciplinary notice that the employee was not previously aware of.

(b) The Employee's written response to any imposed discipline shall become part of the personnel file. Such responses shall be removed from the personnel file at the same time the discipline that generated the response is removed.

(c) An Employee can review their personnel file, with the Employer's Accountant or Executive Assistant (Corporate & People Services) present. This appointment must be booked in advance and cannot occur on the employee's work time. **Employee's may request copies of any item in their personnel file once during the calendar year.**

- (d) **When an Arbitration hearing is booked, a copy of the personnel file shall be made by the Employer and forwarded to the assigned National Servicing Representative for the Local.**

## **ARTICLE 12 - HOURS OF WORK**

- 12.01 (a) The regular hours of work shall be eighty (80) hours in a biweekly pay period.
- (b) The biweekly pay period shall start at 12:01 a.m. on a Monday and end at 12:00 midnight on the second following Sunday, with the understanding that any shift that starts on that Sunday shall be considered to be worked in the pay period just ending.
- (c) Shift work shall apply.
- (d) The Employer recognizes that it is desirable for Employees to have two (2) consecutive days off each week so will arrange schedules to permit that time off wherever practicable unless other provisions are made by mutual agreement.

12.02 The Employer shall post schedules at least two weeks in advance.

The schedule will be for two weeks running from a Monday and ending on a Sunday (the "two-week schedule").

The Employee must advise the Employer by 8 a.m. on the Tuesday of the week before that two-week schedule becomes effective, if they are unable to work any shifts during that two-week schedule. **Part-time employees must accept, at a minimum, the following additional shifts, if offered by the Employer:**

- **Part-time employees 64 hours and above – 1 additional shift per two-week pay period;**
- **Part-time employees under 64 hours – 2 additional shifts per two-week pay period.**

If the Employer is offering a shift to an employee during the next fourteen (14) days, it will contact the employee directly; if the Employer is offering a shift for beyond those fourteen (14) days, **the Employer** can simply post **the shift** on the next schedule.

- 12.03 (a) An employee working a shift of between three (3) hours and five (5) hours in duration is entitled to one (1) fifteen (15) minute break.

- (b) An employee working a shift of between five (5) hours and eight (8) hours in duration is entitled to two (2) fifteen (15) minute breaks - one (1) in the first half of the shift and one (1) in the second half of the shift (to be known as a health break), plus a thirty (30) minute meal period.
- (c) An employee working a shift of between eight (8) hours and twelve (12) hours in duration is entitled to two (2) fifteen (15) minute breaks - one (1) in the first half of the shift and one (1) in the second half of the shift (to be known as a health break), plus two (2) thirty (30) minute meal periods - one (1) in the first half of the shift and one (1) in the second half of the shift.
- (d) An employee working a shift of beyond twelve (12) hours in duration shall have an additional break period of thirty (30) minutes for each four (4) hour segment thereafter.
- (e) Unless otherwise authorized, breaks may not occur within the first sixty (60) minutes of a shift.
- (f) Breaks may not be used to end a shift early.

- 12.04 (a) All nursing department staff will report to the RN Nursing Station ten (10) minutes before beginning of shifts for the purpose of obtaining reports and at end of shift, upon arrival of replacement staff.
- (b) LPN's shall file report to the RN Supervisor on shift prior to the end of their shift. An LPN shall not leave shift unless two licensed professionals are on duty and assigned to the facility.
- (c) The staff of all other departments will report to their relevant stations or areas, ready to begin work, at the start time of their scheduled shifts.

12.05 Employees shall be permitted to exchange shifts with an employee in the same classification, provided that the employee's Supervisor is notified and approves the change of shift (this approval is not to be unreasonably withheld). A trade slip shall be completed and filed. The shift trades shall be within the same pay period and shall not trigger any entitlement to overtime.

12.06 Shift Premium

All employees shall receive a shift premium of **\$2.25** per hour for all regular hours worked between 1800 hours and 0600 hours.

**The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification.**

12.07 Weekend Premium

All employees shall receive a shift premium of **\$2.25** per hour for all regular hours worked between midnight Friday and midnight Sunday.

**The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification.**

12.08 Effective on the date of signing of this collective agreement, when Standard Time changes to Daylight Savings Time or vice versa, employees will be paid for hours actually worked. Notwithstanding anything else in this collective agreement, this change shall not lead to overtime pay.

**ARTICLE 13 - OVERTIME AND CALL-OUT**

13.01 Overtime Defined - All time worked in excess of eighty (80) hours in a two-week period or in excess of eight (8) hours or twelve (12) hours regularly scheduled shift in a day, shall be considered overtime. Overtime shall be paid at a rate of time and one-half (1½) the employee's **regular** hourly wage.

13.02 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

13.03 Call Back Guarantee -An employee who is called to work outside their normal working hours shall be paid for four(4) hours at straight time rates or time and one-half for all overtime worked, whichever is greater. A call-back is when an employee is called in outside of regular hours, probably to deal with an emergency. A call-in is a call to pick up an extra shift.

13.04(a) A call-in is a call to pick up an extra shift. All call-ins shall be offered in the following order:

- I. **to full-time employees, who do not have full-time hours, in order of seniority;**
- II. **then to part-time employees up to full-time hours, in order of seniority;**
- III. to casuals, up to full-time hours, in order of seniority.

(b) The Employer and the Union recognize the principal of dividing overtime relatively equal among employees that are willing and qualified to perform the available work.

13.05 The Employer will provide an electronic copy of the roster(s) **to the Union** for all Departments, at the end of each month.

- 13.06 (a) Overtime can be paid in time off or money paid.
- (b) The employee shall complete the overtime request form and identify if they wish to be paid for the time, or to bank the time for later usage. If the employee selects to be paid for the overtime, the amount shall be paid in that pay period or the next one based upon the direction of the employee.
- (c) If the employee selects to have time off in lieu, that time may be accumulated up to 36 hours. It shall be scheduled off by mutual agreement between the Employer and employee before the 1<sup>st</sup> of April of that current year. Should time off in lieu not be able to be taken prior to April 1<sup>st</sup>, it will then be paid out to the employee in the next full pay period of that year.

#### **ARTICLE 14 – HOLIDAYS**

- 14.01 (a) The Employer recognizes the following as paid holidays:

New Year's Day  
Good Friday  
**Easter Monday**  
Queen's Birthday  
Dominion Day  
First Monday in August  
Heritage Day  
Labour Day  
Thanksgiving Day  
Remembrance day  
Christmas Day  
Boxing Day  
**Truth & Reconciliation Day (Sept 30<sup>th</sup>)**

- 14.02 To be eligible for the above holidays, an employee must work the scheduled working day prior to the holiday and the scheduled working day following such holiday.

- 14.03 Regular full-time employees who are not required to work on the above holidays shall receive holiday pay equal to one days pay of eight (8) hours. Employees who are scheduled to work shall be paid at one and one-half times their straight time rate for all hours worked on the actual holiday (and at their regular rate for hours they work that are not on the holiday). In addition, regular full-time employees shall receive holiday pay equal to one days pay of eight (8) hours. **Regular Part time employees and casual employees shall be paid Holiday pay on a pro rata bases based on the number of hours worked in the four (4) weeks preceding the Holiday.**

- 14.04 If a holiday falls during an employee's annual vacation, they shall receive an additional day off with pay at a time mutually agreed between the employee and supervisors concerned.
- 14.05 (a) The Employer shall schedule employees so that all employees will have either Christmas or New Year's Day off in same holiday season. For purposes of this article, an employee is considered to have worked on Christmas or New Year's Day if their shift starts on that day. **The Employer shall endeavor to schedule employee's off at 7pm on the Eve of the Holiday that the Employee is entitled to.**
- (b) **If Christmas and New Year's Day fall within different pay periods, Article 12.05 shall be waived to enable the trading of allowable shifts between the two (2) holidays by employees provided Management also agrees to the trade. Approval of trades shall not be unreasonably withheld. No overtime will be paid for trades resulting in more than eighty (80) hours biweekly.**
- 14.06 **Casual employees who work the Holidays, outlined in Article 14.01, shall be paid time and one half their regular hourly rate for all hours worked on the holiday.**
- 14.07 (a) Employees shall be allowed to accumulate a maximum of 64 holiday hours for use at a later time, such time to be scheduled by mutual agreement between the employer and the employee. Employees, subject to seniority and operational requirements, are permitted to take up to three (3) consecutive working days (any combination of four (4), eight (8) or twelve (12) hour shifts) at any one time in accordance with this article.
- (b) Employees who request a day off under this article and who have a minimum of four (4) hours in their holiday bank, will be allowed to take the remainder of the day off on an unpaid leave of absence.
- (c) Notwithstanding the above, seniority will only apply prior to the posting of the bi-weekly schedules. Once the schedules are posted, the granting of holiday hours pursuant to this article, will be on a first-come, first-served basis.
- 14.08 **An employee who is sick on a holiday they are scheduled to work will receive sick pay for the day, provided that they have accumulated sick leave credits, and will not receive holiday pay.**
- 14.09 For the purpose of Article 14.02 a scheduled working day is defined as an actual day whether it is a four (4) hour, eight (8) hour or twelve (12) hour shift, or a paid bereavement day, or a paid vacation day or accumulated holiday, or overtime taken, or a paid sick day provided that the employee provides a

medical certificate. It shall not be defined as including an unpaid sick day or any other unpaid day.

14.10 (a) If an employee(s) is off on a "requested" holiday and is called back to work by the Employer, the employee(s) shall be paid at one point five (1.5) times their regular hourly rate. The requested holiday time shall be replaced in their holiday bank.

(b) The employer shall call employees off holiday or vacations by calling the most senioremployee first. When such a call is necessary, Article 14.12 shall apply. If the senior employees refuse the call, the Employer can require the junior employee to work.

**14.11 Employees may request to have holiday hours paid out upon request without the need for taking time off. Pay-out of these requested hours shall not constitute any overtime payments. For clarification; unless an actual "holiday day" was taken off in time (scheduled shift covered) and the Employee then works additional shifts to put them over the 80 hours in a two-week period, no overtime payments shall be incurred.**

## **ARTICLE 15 -VACATIONS**

15.01 An employee who has completed less than eight (8) years of service shall be entitled to one and one quarter (1 1/4) days for each month of service for regular full time staff persons and one and one quarter (1 1/4) days for every twenty (20) shifts worked for regular part time staff persons to be taken over a period of three (3) weeks (15 working days) for full time staff.

15.02 An employee who has completed eight (8) years of service shall be entitled to one and two thirds (1 2/3) days for each month of service for regular full time employees and one and two thirds (1 2/3) days for every twenty (20) shifts worked for regular part time staff to be taken over a period of four (4) weeks/twenty (20) working days for full time staff.

15.03 (a) An employee who has completed sixteen (16) years service shall be entitled to 2.08 days for each month of service for regular full-time employees and 2.08 days for every twenty (20) shifts worked for regular part-time employees to be taken over a period of five (5 weeks/twenty-five (25) working days for full-time employees.

(b) The vacation year shall be April 1 to March 31.

15.04 Vacation pay shall be at the rate effective immediately prior to the vacation period.

15.05 Vacations shall be scheduled between June 1 and May 31 in each year. Preference in the selection of vacation periods shall be based on the seniority of the employee in

the department in which they worked. No vacation shall be granted for the period from (and including) December 22 to January 2.

- 15.06 An employee who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis. An employee who is terminated for cause is entitled only to vacation pay provided by the *Labour Standards Code*.
- 15.07 For the purpose of seniority and vacation to which an employee is entitled, vacation days with pay, sick leave days with pay, paid holidays, compassionate leave days with pay, workers compensation approved by the Employer shall be considered days worked.
- 15.08 (a) No employee shall be required to work during their scheduled vacation except in cases of emergency and under such circumstances shall be paid at one and one-half (1 1/2) times their straight time rate.
- (b) Employees on call-back from holiday or vacation shall be called in the order of; employees on holiday, then employees on vacation.
- 15.09 Regular part-time employees shall receive vacation on a pro rata basis.
- 15.10 (a) Requests for vacation for the period of June 1<sup>st</sup> to November 30<sup>th</sup> shall be submitted by the 30<sup>th</sup> of April. Requests for vacation for the period of December 1<sup>st</sup> to May 31<sup>st</sup> shall be submitted by the 31<sup>st</sup> of October. Vacation periods shall be fixed by the 31<sup>st</sup> of May and the 30<sup>th</sup> of November respectively.
- (b) Vacation requests as per the above will be approved in accordance with article 15.05.
- (c) The employee requesting vacation shall be notified by the Employer of the vacation being granted or denied as soon as reasonably possible.
- (d) Vacation requests which are submitted after the 30<sup>th</sup> of April, for the period of June 1<sup>st</sup> to December 1<sup>st</sup> and after October 31<sup>st</sup> for the period of December 1<sup>st</sup> to May 31<sup>st</sup> will be approved on a first come first served basis.
- 15.11 (a) Employees are permitted to take vacation of short duration if requested and approved by the Employer. Unless not reasonably possible, such requests should be made at least two (2) working days prior to the vacation day requested off. Such approval shall not be unreasonably withheld.
- (b) The Employer will permit an employee to carry over from the current fiscal year up to forty (40) hours of unused vacation time into the immediate forthcoming fiscal year. If the hours cannot be used on or before May 31<sup>st</sup>, the hours shall be paid out to the employee in the next full pay period.

- 15.12 Where an employee can establish that the employee's illness or accident required hospitalization during the employee's scheduled vacation or holiday, sick leave may be substituted for the vacation days/holiday interrupted while the employee is hospitalized. Vacation/holiday time off shall be rescheduled at a mutually agreed time.
- 15.13 Any employee on Long Term Disability shall be entitled to maintain their banked vacation hours while on disability. No pay out of vacation hours shall occur unless mutually agreed between the effected employee(s) and the Employer, and in accordance with the terms of the LTD Plan.
- 15.14 If the Employee requests, Employees who are off on Maternity, or LTD can carry over their accumulated vacation for the duration of their leave.**

### **ARTICLE 16 - SICK LEAVE**

- 16.01 Sick Leave Defined - Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 16.02 Annual Paid Sick Leave - Regular full-time employees shall earn **144 hours** sick leave per year at the rate of **12 hours** per month. Part time employees shall earn sick leave at the rate of **12 hours** for each **one hundred and sixty (160) hours** worked.
- 16.03 Maximum Accumulation of Sick Leave - The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum of **one thousand and two hundred (1200) hours**.
- 16.04 Deduction from Sick Leave - Sick leave shall be deducted from the employee's accumulated sick leave, based on the actual amount of time that the employee is absent for sick leave.
- 16.05 Proof of Illness - If medical proof of absence is required, absent Employees will provide a signed medical note from their attending medical professional to the Business Office on the first day of return to work or within five (5) shifts of the commencement of the absence whichever is sooner, for all absences due to illness/injury. If an Employee cannot provide the medical note within five (5) shifts of the absence, the Employee must notify the Business Office and if possible, provide the date by which the Employee expects to be able to provide the medical note, but no more than seven (7) days from the first date of absence. If documentation is not provided, sick leave may not be granted, and will be deemed an unexcused absence.
- 16.06 Sick Leave Records - the employee shall be able to view a statement of sick leave accrued to their credit within the electronic staff scheduling system.

- 16.07 If an employee is absent by reason of compensable accident or compensable illness, the time missed may be charged to sick leave if any has been accumulated, the same to be repaid when compensation starts.
- 16.08 Where no one at home other than the employee can provide for the needs during illness of an immediate member of their family (as defined in Article 17.05), an employee shall be entitled to use a maximum of forty (40) accumulated sick leave hours per year for the member of the family who is ill. Hours shall be deducted from sick leave in accordance with this article based on actual number of hours used.
- 16.09 Upon termination of employment with the employer, the employee shall be paid for twenty-five (25) percent of accumulated sick leave.

#### **ARTICLE 17 – BEREAVEMENT LEAVE**

- 17.01 If a death occurs in the immediate family of an employee when said employee is at work, then said employee shall be granted bereavement leave with pay for the remainder of their tour for that day.
- 17.02 If a death occurs in the immediate family of an employee, that employee shall be granted five (5) days leave of absence effective **the start of** their next scheduled shift or midnight, whichever comes first, following **the death** and shall be paid for **all scheduled shifts** the employee would normally work, during the five day leave, if the death had not occurred.
- 17.03 An employee who would be on a leave of absence, other than compassionate care leave, shall not be eligible for bereavement leave with pay.
- 17.04 If an employee is on vacation or sick leave when bereavement leave would be taken, the employee shall be granted bereavement leave and be credited the appropriate number of days to her/his vacation or sick leave credits.
- 17.05 For the purpose of ascertaining bereavement leave days with pay, the members of an employee's immediate family shall not include any person other than father, mother, spouse (including common law), son, daughter, stepchild, brother, sister, mother-in-law, father-in-law, step-parents, grandparents, ~~and~~ grandchildren, **siblings-in-law, and step-grandchildren.**
- 17.06 One day's bereavement leave with pay shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of an aunt, uncle, niece or nephew and any relative living under the same roof as the employee.
- 17.07 Deferring of Bereavement Leave

In the event that the funeral for any of the persons listed in Articles 17.05 or 17.06 does not take place within the period of bereavement leave, the employee may

defer a day of their bereavement leave without loss of regular pay until the day of the funeral. The deferred day shall be used within twelve (12) months of the death occurring.

17.08 For clarity, the relatives named here must be those of the employee, not the employee's spouse/partner.

## **ARTICLE 18 - LEAVE OF ABSENCE**

18.01 Employees shall apply in writing for all leaves of absence and the Employer shall respond in writing to the employee with a copy to the Union.

18.02 Based on operational requirements, leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions or schools. The Employer shall not be required to grant such leave of absence to more than one (1) employee per department, if that department has less than twenty (20) employees. Any department with more than twenty (20) employees, (2) employees may be granted time off. Such requests shall be forwarded to the Employer at least two (2) weeks prior to such leave.

18.03 Pregnancy Leave and Parental Leave shall be granted as per Section 59 of the *Labour Standards Code*.

18.04 Leave of absence without pay of up to twenty-four (24) months may be granted to employees who have expended their sick leave credits and are unable to return to work immediately. While on such leave of absence, due to illness, an employee shall retain full employment status, and shall retain accumulated seniority earned up to the commencement of the unpaid leave of absence. An employee who has been granted leave under this clause shall not accumulate vacation credits or sick leave credits during this period of absence but shall retain upon returning to work all credits accumulated prior to such leave of absence. If the Employer requires a Functional Abilities Assessment, it will pay the cost of it.

18.05 Employees on the grievance committee shall suffer no loss of pay while processing grievances with the Employer and while participating in contract negotiations.

18.06 (a) Subject to any course being approved in advance by the Employer, employees may be granted a leave of absence with pay to attend educational courses related to the employee's job. The maximum number of days that can be granted in accordance with this clause shall be twenty (20) days per year for the total bargaining unit.

(b) An employee who is upgrading their employment qualifications through an employer approved upgrading course, shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course to a limit of twenty (20) days for the total bargaining unit.

- (c) **The Employer agrees that employees with one (1) year's seniority who wish to further their education, may be permitted up to two years unpaid education leave. Any benefits based on service and seniority shall be retained but not accumulated. Upon return, the employee shall be placed in their former position.**

**18.07 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay except when such an appearance is to serve as a witness against the employer.**

**18.08 (a) In consultation with the Union, the Employer may inaugurate and maintain a system of on-the-job training so that employees shall have an opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees may be allowed regular opportunities to learn the work of other positions during regular working hours by working together with other employees for temporary periods, without affecting the pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this agreement.**

- (b) **In the event that the Employer increases the required qualifications for any position, and the new qualification can be obtained through an employer-provided course, the Employer will endeavour to provide regular training opportunities to employees to afford them the opportunity to qualify for future vacancies.**

**18.09 For leaves of absences pursuant to Articles 18.03 and 18.04, the Employer may require medical certification of the employee's condition prior to such leave of absence and also may require further medical certification at the conclusion of the period of the leave of absence to confirm that the employee is physically able to resume normal duties upon return to work.**

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

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

18.11 An Employee may request leave of absence without pay and without loss of seniority. Such a request shall be in writing and approved by the Employer subject to operational requirements. Such approval shall be at the Employer's discretion. The Employer's written response shall be given within thirty (30) days of the request.

#### **18.12 Domestic Violence**

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

##### **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 19 – SENIORITY**

19.01 Seniority for permanent employees shall be the date of hire into a bargaining unit position with the Employer. Seniority shall be used in determining preference or priority for promotions, transfers, lay-offs, recall and reduction of the work force and all other matters measured by seniority. Seniority shall operate on a bargaining unit basis. Seniority shall be determined upon a permanent employee completing the probationary period and at that time, a seniority date shall be established retroactive to the date of employment into the bargaining unit position. If two (2) employees have the same seniority date, the tie would be broken on the basis of hours paid by the Employer and the employee with the most such hours would be the more senior.

19.02 A seniority roster of all employees covered by this Agreement showing name, classification and date of last entry into the service of the Employer shall be revised and posted in January of each year and shall remain posted, and a copy sent to the Local Union. A thirty (30) day protest period shall be allowed following such posting. Upon presentation or proof of error by an employee, or the Union, or the Employer, the seniority roster shall be corrected. Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

19.03 Casual employees shall earn seniority based on date of hire. Casuals employed on the date of signing of this agreement (expiring October 31, 2020) shall have their seniority determined by hours worked.

19.04 Established seniority shall not be subject to forfeiture by an employee unless:

- 1) he voluntarily leaves the service of the Employer; or
- 2) he is discharged for just cause; or
- 3) he is laid off for a period of eighteen (18) months if the affected employee notifies the employer of their desire to return every six (6) months; or
- 4) having been laid off, they fail to return to work within fourteen (14) days of being recalled.

## **ARTICLE 20 - LAYOFFS, REHIRING AND REDUCTION OF WORKFORCE**

20.01 (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a shortage of work or funds, the discontinuance of work or the reorganization of work, employees shall be laid off in the reverse order of their seniority so long as it does not prevent maintenance of a staff capable of fulfilling the necessary job functions.

- (b) Prior to any affected employees being notified, the Employer will meet and inform the Bargaining Unit representatives of all Employee placement options immediately available. This information will be provided to the union as early as is reasonably possible.

In the meeting the Employer will advise the Bargaining Unit Representatives:

- i) The department affected;
- ii) The classifications affected;
- iii) The number of Employees to be potentially displaced from the department affected.

The employer will consult with the Bargaining Unit representatives regarding ways to minimize the adverse effect on the employee(s) to be displaced.

- (c) Employees displaced through this process will be entitled to displace less senior employees regardless of the employee's classification or hours of work, provided that the employee is able to perform the functions of the position with orientation only.
- (d) Employees shall be recalled in the order of their seniority providing they are qualified to do the work. No new employee will be hired until those laid off have been given an opportunity for reemployment.

- 20.02 The Employer shall notify employees who are to be laid off ten (10) working days before the layoff is to be effective. If the employee laid off has not had an opportunity to work ten (10) full working days after notice of lay off, they shall be paid in lieu of work for that part of ten (10) working days during which work was not made available.
- 20.03 An employee shall give ten (10) working days' notice to the Employer before terminating their employment and failure to give such notice shall result in forfeiture of pay for the days for which notice should have been given.
- 20.04 In the event of a permanent reduction of the work force, staff shall be reduced in the reverse order of their seniority so long as it does not prevent maintenance of a staff capable of fulfilling the necessary job functions.

#### **ARTICLE 21 – PROMOTIONS AND STAFF CHANGES**

- 21.01 Prior to filling any staff changes or promotion inside or outside of the bargaining unit which directly relates to the bargaining unit covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on the job posting board for a minimum of five (5) working days in order that all members will know about the position and to be able to make written application thereof. Such notice shall contain the following information: nature of the position, required knowledge and education, ability and skills, shift and wage and salary rate or range **and date the position commences**. This clause will apply to all positions that are known to the Employer to be vacant for ten (10) weeks or more.
- 21.02 Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making the staff changes, appointment shall be made of the applicant senior and having the required qualifications for the position. The successful applicant shall be placed on trial for a period of one month. Conditional on satisfactory service, the employee shall be confirmed in the position after the period of one month. In the event that the employee proves unsatisfactory in the position or the employee requests to return to their previous position during the trial period, they shall be returned to their former position without loss of seniority or salary, and any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or salary.
- 21.03 The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and terminations of employments.
- 21.04 A successful internal applicant shall be notified that they are the successful candidate within seven (7) business days of the closing of the posting.

**21.05 It is understood that permanent employees may apply for vacant positions with the equivalent number of hours, in order to obtain the schedule of that position.**

**21.06 In instances where an employee is on pregnancy and/or parental leave, long-term disability leave, or similar leave, the vacant position shall be posted and filled in accordance with Article 21. This posting shall apply for the initial vacancy only.**

## **ARTICLE 22 - NEW CLASSIFICATIONS**

22.01 When a position not covered by Appendix "A" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the rate of pay, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee or as directed by the Board of Arbitration.

## **ARTICLE 23 - PAYMENT OF WAGES**

23.01 The Employer shall pay salaries and wages every second Wednesday at midnight, in accordance with Appendix "A" attached and forming a part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions, as well as the employee's accumulated vacation and sick leave.

23.02 Employees shall be required to have their pay directly deposited into an account at a Bank or Credit Union of their choice.

23.03 Effective with the date of ratification of this collective agreement by the bargaining unit, all employees shall have \$17.50 + HST deducted from each bi-weekly pay regardless of the number of hours worked to pay for the cost of meals eaten by the employee at East Cumberland Lodge.

23.04 (a) If a payroll error occurs and an Employee has been underpaid by eight (8)-hours or more, the affected Employee shall receive the amount owing within two (2) days of notifying management.

(b) To assist with correct payroll processing, employees are responsible for reporting any personal missed time-clock entries to their Department Director or to the Business Office no later than the next business day either in person or by telephone.

### **23.05 25 Year Service Salary Increment – LPNs**

**Effective the date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an**

**additional salary increment of 3.5% greater than the highest rate in effect for their classification.**

#### **ARTICLE 24 - TEMPORARY ASSIGNMENTS**

24.01 Payment on Temporary Transfer- Where an employee is temporarily assigned 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.

24.02 When an employee is temporarily assigned to perform work in a classification inside the bargaining unit paying a higher rate, they shall receive the rate for the higher classification.

#### **ARTICLE 25 - SAFETY, HEALTH AND WELFARE**

25.01 (a) Effective on the date of signing of this Agreement, the Employer and the employees shall cost-share the current benefit plans on the following basis: The Employer shall pay 65% of the premium for the Group Health Plan and the Employee shall pay 35% of the premium; and, the parties shall each pay 50% of the premiums for AD&D, life insurance and LTD. Impending changes will be discussed with the Labour Management Committee prior to implementation.

(b) The employer shall provide dental benefits to all employees at the cost share of fifty percent (50%) employer, fifty percent (50%) employee. Enrollment in the plan is mandatory unless covered by a spousal's plan. The text of the plan shall determine eligibility of joining the plan.

25.02 Eye glasses, dentures and/or hearing aids damaged by a resident while an employee was performing their duty, shall be replaced by the Employer.

25.03 Without detracting from the existing rights and obligations of the parties, recognized in other parts of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependence to undergo a co-ordinated program directed to the objective of their rehabilitation.

25.04 All employees shall participate in an Employee/Family Assistance Program ("EFAP") if it is available through the Health Association of Nova Scotia and such employee is eligible for such benefit as established by the Plan. The cost of participation shall be borne fifty percent (50%) by the employee up to a maximum of twenty-five dollars (\$25) per employee/year during the first two (2) years of the plan. Thereafter, discussions about possible renewal or discontinuance of the EFAP shall occur through the Labour Management Committee.

## **ARTICLE 26 - LABOUR MANAGEMENT COMMITTEE**

26.01 The Employer and the Union agree to establish a Labour Management Committee composed of four (4) representatives of the Union and four (4) representatives of the Employer. The Labour Management Committee shall meet at a time and place to be decided upon by the Committee to discuss all proper subjects of general interest to both the Union and the Employer, including health, safety and other matters, but the Labour Management Committee is not intended to nor shall it replace the grievance procedure. The Union shall designate a Chairman of its Safety Committee who, when they have cause for concern, shall sit with the Labour Management Committee which shall deal with questions of safety. Employee members of the Labour Management Committee shall sustain no loss of pay or benefits for attendance at Labour Management Committee meetings.

## **ARTICLE 27 – CLOTHING**

27.01 The Employer agrees to pay one hundred dollars (\$100.00) each January as a clothing allowance for Employees employed on that date.

## **ARTICLE 28 – GENERAL**

28.01 The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievance and all other dealings with the Employer. The representative shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such representative shall first obtain permission from the Employer before entering the institution. Such permission shall not be unreasonably withheld.

28.02 The Union agrees to co-operate with the Employer to secure punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism.

28.03 The Employer shall continue to provide present bulletin boards for the use of the Union for Union purposes. Bulletins and notices (other than notices of the time and place of Union meetings) shall be submitted for the approval of Management before posting, which approval shall not be unreasonably withheld.

28.04 The Union agrees that there shall be no strike, work stoppage, or slowdown during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement.

28.05 For all members of the staff, it is agreed that a minimum of eight (8) hours, time off between shifts shall be granted except in cases of emergency or where overtime has been worked.

- 28.06 (a) The Union shall provide the Administrator with a list of all officers and representatives of the Union by **December 1<sup>st</sup>** of each year and shall also advise of any additions and deletions to the list during the year.
- (b) The Local Union shall post the names of the Local Union Executive and Shop Stewards on the Union Bulletin Board in the workplace annually. It shall make any updates to the listing as soon as reasonably possible.
- 28.07 Should the Department of Health make the CCA course mandatory in all nursing homes in Nova Scotia the parties agree to enter into discussions to explore methods by which those employees who agree to take the course may be accommodated. The matters up for discussion include the possibility of the employee receiving pay from the Employer while taking the course as well as the Employer possibly paying for tuition and/or registration fees provided that funding is available. The Employer agrees that it will send a letter to government voicing its support of grand parenting the employees involved. **The Employer may grant unpaid time off in order for the employee to take the CCA course.**
- 28.08 The Employer agrees to participate in the HANS Defined Pension Plan, for eligible employees. Contributions by employees and the Employer shall be as required by the Plan.
- 28.09 (a) Where an LPN is **assigned**, to be in charge of at least one unit for the full shift, the designated LPN shall **be the most senior LPN scheduled for that shift and shall** receive five dollars and sixty cents (\$5.60) per eight-hour shift (pro-rated for a shift of more or less than 8 hours) in addition to **their** regular hourly rate.
- (b) Should an LPN be placed in charge of the facility, that LPN will be supplemented by another LPN (if available and agreeable) for either the full shift or partial shift to perform key licensed duties. If that LPN is only able to accept partial hours of the required shift, a CCA may be scheduled for the remaining time period to perform remaining unlicensed duties.

#### **28.10 LPN Facility Pay**

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

**No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay in Article 28.09.**

## **ARTICLE 29 - JOB SECURITY**

29.01 No Employee shall be laid off or have regular hours reduced as a result of the Employer contracting out work except in emergency situations.

## **ARTICLE 30 -WORKERS' COMPENSATION**

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

30.02 The Employer and the employee shall continue to cost share the premiums of the group health benefit plan, HANS Defined Pension Plan and group life insurance while an employee is in receipt of workers' compensation benefits up to a maximum period of eighteen (18) months.

30.03 An employee shall continue to accrue seniority while in receipt of workers' compensation benefits.

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

30.05 An employee shall not accrue any other benefits while on workers' compensation.

30.06 This article becomes effective on date of signing of this Agreement.

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

## **ARTICLE 31 -REQUIRED EDUCATION**

31.01 The Employer shall provide and fund any Employer required training/education for an employee, in accordance with the following:

- i Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee;
- ii If the employer permits, an employee may bank the hours earned in paragraph (i);
- iii Any banked hours shall be taken at a mutually agreed time;
- iv The employee shall be reimbursed for authorized costs related to registration fees, required textbooks and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

## **ARTICLE 32 – DURATION AND TERMINATION OF AGREEMENT**

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

32.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement providing they are reduced to writing and signed by the parties.

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

- 1) If given by the Employer, it must be served either by personal service or registered mail upon the President or the Secretary of the Union.
- 2) If given by the Union, it must be served either by personal service or registered mail upon the Employer.
- 3) Faxed or **emailed** notice may be used in place of registered mail.

The parties have hereto properly executed this Agreement the      day of      , 2023.

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 2391

By: Marie Krause

Emira

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THE MANAGEMENT COMMITTEE OF  
EAST CUMBERLAND LODGE

By: Jung Kang

[Signature]

\_\_\_\_\_

**SCHEDULE "A"**

CLASSIFICATION			WAGES					plus 1950 (under 39000)	
			Current	1.50%	1.50%	3%	0.50%		
				Nov. 1/20	Nov. 1/21	Nov.1/22	Nov. 1/22	Oct. 31/23	
Dietary	Probationary	A	\$34,141.78	\$34,653.91	\$35,173.71	\$37,123.71	\$38,237.43	\$38,428.61	
Environmental		H	\$16.41	\$16.66	\$16.91	\$17.85	\$18.38	\$18.48	
	Regular	A	\$34,721.77	\$35,242.60	\$35,771.24	\$37,721.24	\$38,852.87	\$39,047.14	
		H	\$16.69	\$16.94	\$17.20	\$18.14	\$18.68	\$18.77	
Maintenance I	Probationary	A	\$37,836.09	\$38,403.63	\$38,979.69	\$0.00	\$40,149.08	\$40,349.92	
		H	\$18.19	\$18.46	\$18.74	\$0.00	\$19.30	\$19.40	
	Regular	A	\$38,479.32	\$39,056.51	\$39,642.36		\$40,831.63	\$41,035.79	
		H	\$18.50	\$18.78	\$19.06	\$0.00	\$19.63	\$19.73	
Maintenance II	Probationary	A	\$44,379.92	\$45,045.62	\$45,721.30		\$47,092.94	\$47,328.41	
		H	\$21.34	\$21.66	\$21.98	\$0.00	\$22.64	\$22.75	
	Regular	A	\$45,062.82	\$45,738.76	\$46,424.84		\$47,817.59	\$48,056.68	
		H	\$21.66	\$21.99	\$22.32	\$0.00	\$22.99	\$23.10	
Cook	Probationary	A	\$43,094.53	\$43,740.95	\$44,397.06		\$45,728.97	\$45,957.62	
		H	\$20.72	\$21.03	\$21.34	\$0.00	\$21.99	\$22.10	
	Regular	A	\$43,826.74	\$44,484.14	\$45,151.40		\$46,505.95	\$46,738.48	
		H	\$21.07	\$21.39	\$21.71	\$0.00	\$22.36	\$22.47	
Journeyman Cook	Probationary	A	\$47,094.37	\$47,800.79	\$48,517.80		\$49,973.33	\$50,223.20	
		H	\$22.64	\$22.98	\$23.33	\$0.00	\$24.03	\$24.15	
	Regular	A	\$47,895.20	\$48,613.63	\$49,342.83		\$50,823.12	\$51,077.23	
		H	\$23.03	\$23.37	\$23.72	\$0.00	\$24.43	\$24.56	
Seamstress	Probationary	A	\$35,449.69	\$35,981.44	\$36,521.16	\$38,471.16	\$39,625.29	\$39,823.42	
		H	\$17.04	\$17.30	\$17.56	\$18.50	\$19.05	\$19.15	
	Regular	A	\$36,052.19	\$36,592.97	\$37,141.87	\$39,091.87	\$40,264.62	\$40,465.95	
		H	\$17.33	\$17.59	\$17.86	\$18.79	\$19.36	\$19.45	
PT/OT Aide		A	\$44,735.38	\$45,406.41	\$46,087.51		\$47,470.13	\$47,707.48	
		H	\$21.51	\$21.83	\$22.16	\$0.00	\$22.82	\$22.94	
PT/OT Assistant (with Diploma/Degree)		A	\$47,432.00	\$48,143.48	\$48,865.63		\$50,331.60	\$50,583.26	
		H	\$22.80	\$23.15	\$23.49	\$0.00	\$24.20	\$24.32	

**SCHEDULE "A"**

CLASSIFICATION			WAGES			plus 1950 (under 39000)		
			1.50%	1.50%		3%	0.50%	
			Current	Nov. 1/20	Nov. 1/21	Nov.1/22	Nov. 1/22	Oct. 31/23
Activity Worker (with course)	Probationary	A	\$37,706.37	\$38,271.97	\$38,846.05	\$0.00	\$40,011.43	\$40,211.49
		H	\$18.13	\$18.40	\$18.68	\$0.00	\$19.24	\$19.33
	Start	A	\$38,347.46	\$38,922.67	\$39,506.51		\$40,691.71	\$40,895.16
		H	\$18.44	\$18.71	\$18.99	\$0.00	\$19.56	\$19.66
	After 1 Year	A	\$39,132.21	\$39,719.19	\$40,314.98		\$41,524.43	\$41,732.05
		H	\$18.81	\$19.10	\$19.38	\$0.00	\$19.96	\$20.06
	After 2 Years	A	\$39,929.82	\$40,528.77	\$41,136.70		\$42,370.80	\$42,582.65
		H	\$19.20	\$19.48	\$19.78	\$0.00	\$20.37	\$20.47
	After 3 Years	A	\$40,744.58	\$41,355.75	\$41,976.08		\$43,235.37	\$43,451.54
		H	\$19.59	\$19.88	\$20.18	\$0.00	\$20.79	\$20.89
	After 4 Years	A	\$41,575.42	\$42,199.05	\$42,832.04		\$44,117.00	\$44,337.58
		H	\$19.99	\$20.29	\$20.59	\$0.00	\$21.21	\$21.32
	Activity Worker (without course) Grandfathered	A	\$39,443.10	\$40,034.75	\$40,635.27		\$41,854.33	\$42,063.60
		H	\$18.96	\$19.25	\$19.54	\$0.00	\$20.12	\$20.22
PCW (without CCA Cert)	Start	A	\$35,821.70	\$36,359.03	\$36,904.41	\$0.00	\$38,011.54	\$38,201.60
		H	\$17.22	\$17.48	\$17.74	\$0.00	\$18.27	\$18.37
	After 1 Year	A	\$36,556.06	\$37,104.40	\$37,660.97	\$0.00	\$38,790.80	\$38,984.75
		H	\$17.58	\$17.84	\$18.11	\$0.00	\$18.65	\$18.74
	After 2 Years	A	\$37,264.68	\$37,823.65	\$38,391.00	\$0.00	\$39,542.73	\$39,740.45
		H	\$17.92	\$18.18	\$18.46	\$0.00	\$19.01	\$19.11
	After 3 Years	A	\$37,972.24	\$38,541.82	\$39,119.95		\$40,293.55	\$40,495.02
		H	\$18.26	\$18.53	\$18.81	\$0.00	\$19.37	\$19.47
	After 4 Years	A	\$38,681.94	\$39,262.17	\$39,851.10		\$41,046.63	\$41,251.87
		H	\$18.60	\$18.88	\$19.16	\$0.00	\$19.73	\$19.83

## SCHEDULE "A" WAGES

Jan. 17/23

RE:						
MOA	01/17/23	A	\$41,600.00	\$42,848.00		\$43,062.24
CCA without Cert		H	\$20.00	\$20.60		\$20.75

CCA with Cert

Top

Rate 01/17/23

Pay top rate as of January 17, 2023

			Current	Nov. 1/20	Nov. 1/21		Nov. 1/22	Oct 31/23	
CCA (with certificate)	Start	A	\$36,529.25	\$37,077.19	\$37,633.35	\$44,660.00	\$45,999.80	\$46,229.80	
		H	\$17.56	\$17.83	\$18.09	\$21.47	\$22.12	\$22.23	
	After 1 Year	A	\$37,264.68	\$37,823.65	\$38,391.00	\$45,572.00	\$46,939.16	\$47,173.86	
		H	\$17.92	\$18.18	\$18.46	\$21.91	\$22.57	\$22.68	
	After 2 Years	A	\$37,999.04	\$38,569.03	\$39,147.56	\$46,502.00	\$47,897.06	\$48,136.55	
		H	\$18.27	\$18.54	\$18.82	\$22.36	\$23.03	\$23.14	
	After 3 Years	A	\$38,707.67	\$39,288.29	\$39,877.61	\$47,451.00	\$48,874.53	\$49,118.90	
		H	\$18.61	\$18.89	\$19.17	\$22.81	\$23.50	\$23.61	
	After 4 Years	A	\$39,443.10	\$40,034.75	\$40,635.27	\$48,419.00	\$49,871.57	\$50,120.93	
		H	\$18.96	\$19.25	\$19.54	\$23.28	\$23.98	\$24.10	
	LPN	Start	A	\$55,237.82	\$56,066.39	\$56,907.38		\$58,614.60	\$58,907.68
			H	\$26.56	\$26.95	\$27.36	\$28.18	\$28.32	
After 1 Year		A	\$56,503.11	\$57,350.66	\$58,210.92	\$59,957.25	\$60,257.03		
		H	\$27.16	\$27.57	\$27.99	\$28.83	\$28.97		
After 2 Years		A	\$57,724.19	\$58,590.05	\$59,468.90	\$61,252.97	\$61,559.24		
		H	\$27.75	\$28.17	\$28.59	\$29.45	\$29.60		
After 3 Years		A	\$59,324.15	\$60,214.01	\$61,117.22	\$62,950.74	\$63,265.49		
		H	\$28.52	\$28.95	\$29.38	\$30.26	\$30.42		
25+ years							\$65,154.02	\$65,479.78	
							\$31.32	\$31.48	

LTCA	A	\$33,300.80	\$33,800.31	\$34,307.32	\$36,257.32	\$37,345.04	\$37,531.76
	H	\$16.01	\$16.25	\$16.49	\$17.43	\$17.95	\$18.04

**NOTES:**

1. All hourly rates are based on 2080 hours.
2. Employees in the PCW and Activity Worker Classifications who are hired prior to November 1, 2006 will be placed on the scale at the "after 4 year" rate. Thereafter, all employees will advance on their seniority date.
3. Probationary employees shall be paid at the rate of the classification in which they are working.

**4. 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.

**5. 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.

6. The annual salary for the Physiotherapist and Occupational Therapist from the start to After 5 years will be adjusted to match the Health Authority annual salary effective date of ratification.
7. For greater clarity, part-time employees will receive the same hourly rate as full-time employees based on hours worked.
8. Any red circled employee will continue to be red circled until the rate for the position matches or exceeds the red circled rate at which time the employee will receive the rate of pay for the position.

## **APPENDIX `A'**

### **LPN Practice Premium**

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

**The first payment for this LPN practice premium will be on June 15<sup>th</sup>, 2020.**

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

**This premium shall be paid in full in a lump sum commencing on June 19, 2020 and on June 15<sup>th</sup> of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.**

**In order for an LPN to qualify s/he 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 2020 and by May each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.**

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

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

### **EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES**

**POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO**

#### **CATEGORIES**

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

**A. CERTIFICATION IN A SPECIALTY (40 POINTS)**

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

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

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

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

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

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

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

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

**INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)**

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

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

**E-LEARNING (5 POINTS)**

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

**The e-learning must be a minimum of one (1) hour in duration (estimated time of completion); however, the LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement. If the learning is required to fulfill the LP N's role or if it is a general employee expectation, the points cannot be claimed.**

**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.

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 2391

THE MANAGEMENT COMMITTEE OF  
EAST CUMBERLAND LODGE

By: Harrie Kraupe

By: Jimmy Langille

Erin

[Signature]