

COLLECTIVE AGREEMENT

BETWEEN

SAINT VINCENT'S NURSING HOME

- and -

LOCAL UNION 1082,

CANADIAN UNION OF PUBLIC EMPLOYEES

Effective November 1, 2020 – October 31, 2023

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THIS AGREEMENT made and entered into this 14th day of Nov, 2023.

BETWEEN:

**SAINT VINCENT'S NURSING HOME
2080 Windsor Street, Halifax, N. S.**

(Hereinafter called the "Employer")

- and -

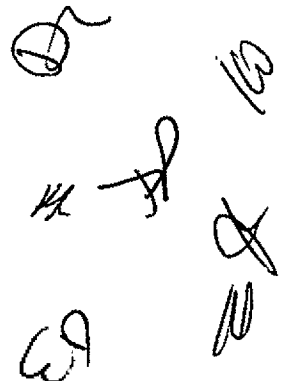
**LOCAL UNION 1082, Chartered by the Canadian Union
of Public Employees, affiliated with the Canadian Labour Congress**

(Hereinafter called the "Union")

WHEREAS an application was made to the Labour Relations Board (Nova Scotia) on August 14, 1967, for certification of the Union as bargaining agent pursuant to the Trade Union Act; and

WHEREAS by Order dated October 5, 1967, the Board did certify the Union as Bargaining Agent for a bargaining unit consisting of all Employees of the Respondent, but excluding Professional Medical Staff, Graduate Nursing Staff and those excluded by Paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the Employer and the Union hereby mutually covenant and agree as follows:



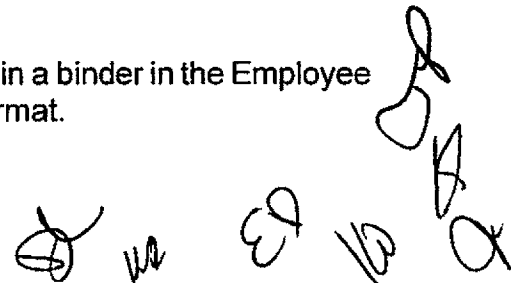
ARTICLE 1 - RECOGNITION

- 1.01 The Employer agrees to recognize and does hereby recognize the Union as the sole bargaining agent for collective bargaining purposes for all Employees of the Employer at 2080 Windsor Street, Halifax, N.S., but excluding pastoral care staff, Professional Medical Staff, Graduate Nursing Staff, Registered Nurses, Supervisors and those equivalent to Supervisors and above that rank, Office Employees and those excluded by Paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act.
- 1.02 The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary function of the Employer, and to direct the Employees, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure. The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the Employees in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any Employee of their employment, except through just cause.
- 1.03 When a warning letter is given to a member of the Union, a copy of the letter will also be sent to the Union.
- 1.04 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 mutually agreed upon by the parties, or in cases of emergencies, or when all bargaining unit availability lists have been exhausted.
- 1.05 No Employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 1.06 (1) A Full-time Employee means one who is regularly scheduled to work in a regular position, and who works the prescribed hours specified in Article 6.
- (2) Part-time Employee means one who is employed on a regular scheduled basis, but who works less than the hours scheduled for a full-time Employee, and they shall be entitled to all benefits on a pro rata basis.
- (3) Temporary and Casual Employees are Mutually Exclusive categories.
- (a) Temporary Employee means one who is hired for a defined period of time (anything over 2 months). If a temporary Employee becomes permanent without a break in service, seniority is as of date of hire into the temporary position. If not hired into a permanent position the Employee returns to casual status. If a permanent Employee assumes a temporary position, that Employee retains their seniority, benefits shall be prorated and a permanent position will be available for two

years.

- (b) Casual Employee is an Employee who becomes a member of the bargaining unit after 480 hours worked with seniority to be accrued as hours worked. Casual Employees will be listed on a separate seniority list. They are on call as required and can be scheduled for anything as required that cannot be covered by a regular part-time Employee. All benefits pro-rated on hours worked. Vacation paid out on each cheque as a percentage. Statutory holidays paid out on each cheque on a prorated basis. Sick time available only on pre-scheduled shifts.
- (c) If full-time or part-time Employee transfers to the casual pool, they will keep their original seniority date.
- (d) If casual Employee becomes full-time or part-time, seniority for calculation of benefits will be the date of hire.
- (e) If a casual Employee temporarily fills a full-time or part-time position, such Employee shall be entitled to the following
 - (i) subject to Article 8 where the term of the temporary position is nine (9) months or more the Employee shall earn vacation and holiday credits and, after three (3) months in the temporary position the Employee may take earned holiday time off at a time mutually agreed between the Employee and the Employer and the Employee may, following completion of one year of service with the Employer, take any accumulated vacation and remaining holiday time off at a time mutually agreed between the Employee and the Employer failing which the Employee will be paid out accumulated vacation and holiday credits at the end of the term.
 - (ii) responsibility pay pursuant to Article 6.17.
 - (iii) subject to eligibility requirements, other benefits of the Collective Agreement.
- (f) Regular Hours Paid means hours paid by the Employer to a maximum of 2080 hours annually including paid vacation hours, the straight time equivalent of overtime and paid holiday hours and paid sick leave, and any other paid leaves for which an Employee is compensated by the Employer, but excludes hours paid directly or indirectly by a third party.

1.07 All policies which may affect an Employee will be placed in a binder in the Employee break room. The master copy will be in an electronic format.

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ARTICLE 2 - NO DISCRIMINATION

- 2.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge on grounds prohibited by the Human Rights Act of Nova Scotia nor by reason of membership or activity in a labour union.
- 2.02 The Union and the Employees of the Employer represented by such Union agree that there will be no intimidation, interference, restraint, bullying, harassment or coercion exercised or practiced with respect to any Employee of the Employer by any of its members or representatives.
- 2.03 Respectful Workplace

Employees shall be entitled to a respectful workplace. The environment in the workplace shall be free of behaviors such as discrimination, bullying, harassment, violence, disruptive workplace conflict and disrespectful behavior. The principle of fair treatment is a fundamental one. The Employer will not condone any improper behavior which would jeopardize the wellbeing on the part of any persons or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Nova Scotia *Occupational Health and Safety Act*.

ARTICLE 3 - UNION SECURITY

- 3.01 The Employer agrees that it shall be a condition of employment with the Employer that all Employees covered by this Agreement, shall, upon completion of the probationary period as defined in Article 13.01, become and remain members in good standing of the Union. The Union shall be the sole judge of its members in matters relating to membership in the Union.
- 3.02 During orientation, the Employer will provide each new Employee with a copy of a package prepared by the Union. The Employer and the new Employee will sign off that the package has been received. If operations permit the Employer will introduce the new Employee to a Union representative.

ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.01 The Employer agrees to deduct from every Employee from the date of hire any monthly dues or assessments levied, in accordance with the Constitution and/or By-laws, and owing by the Employee to the Union.
- 4.02 Deductions shall be made from each payroll period and shall be based on the rate as set by the Union.

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- 4.03 Dues deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ont., K1G 0Z7, not later than the 25th day of the month following accompanied by a list of names of Employees from whose earnings the deductions have been made.
- 4.04 The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) The name of each Employee; and
 - (b) The mailing address and telephone number (if available) of each Employee; and
 - (c) The personal email address of each Employee (if available); and
 - (d) The Employee's employment status (such as full-time, part-time, temporary, casual)

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

- 4.05 Unless an Employee directs in writing to the Employer not to provide the Union with their address, within 90 days of signing this agreement, the Employer endeavours to provide the Union with the last known address of each bargaining unit member, within a reasonable amount of time, following the 90 days after the signing of this agreement. Upon hire and except where the new Employee directs in writing not to provide their known address the Employer endeavours to provide the Union with the new Employee's last known address.
- 4.06 At the time Income Tax (T4) slips are made available, Union dues paid shall be indicated on the Employees' T4 slips accordingly.
- 4.07 Employment Insurance rebates will be paid out on Employees bi-weekly pay cheques, as a non-taxable benefit.
- 4.08 Correspondence - All correspondence between the parties, arising out of this agreement shall pass to and from the Executive Director or designate and the Secretary of the Union or designate.

ARTICLE 5 - NO STRIKE OR LOCKOUT

- 5.01 The Union agrees that there shall be no strike during the term of this Collective Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Trade Union Act.

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ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.01 (a) The Employer agrees that the normal work schedule for all full-time Employees covered by this Agreement shall consist of ten (10) eight (8) hour shifts or eighty (80) hours in a bi-weekly pay period.
- (b) i) Eight (8) hour shifts, shall include two (2), fifteen (15) minute paid breaks and one (1) one-half (½) hour paid meal break.
- ii) Seven (7) hour shifts, shall include one (1) twenty (20) minute paid break and one thirty (30) minute paid meal break.
- iii) Six (6) hour shifts, shall include one (1) fifteen (15) minute paid break and one thirty (30) minute paid meal break.
- iv) Five (5) hour shifts, shall include one (1) thirty (30) minute paid meal break.
- v) Four (4) hour shifts, shall include one (1) fifteen (15) minute paid break.
- vi) All Employees covered by this Agreement shall be permitted to a fifteen (15) minute break period in the first half and in the second half of any shift. Employees who work less than a four (4) hour shift will not be entitled to the "break period".
- (c) When time is required to give or receive reports in the Nursing Department at the beginning and end of shift, the time shall be part of the regular shift and shall not exceed fifteen (15) minutes. If the time required to give or receive such a report exceeds fifteen (15) minutes, overtime shall be applicable to the additional time.
- (d) The Union and the Employer may by mutual agreement implement ten (10) or twelve (12) hour shifts.
- 6.02 All full-time Employees in the Environmental Services Department covered by this Agreement shall receive two (2) consecutive days off each week, unless it has been agreed otherwise by both parties. No Employees will receive fewer days off than prior to the signing of the Collective Agreement.
- 6.03 Days off are to be planned in such a way as to equally distribute free weekends. Four day weekends will commence no sooner than Friday.
- 6.04 (a) The Employer will make every effort not to require LPN's working 3:00 p.m. to 11:00 p.m. shifts to report on duty the following morning at 7:00 a.m. The

Employer will endeavour to provide at least sixteen (16) hours between such shifts.

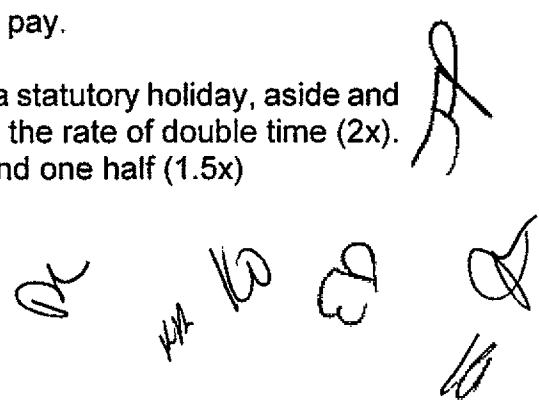
- (b) All Full-time and Part-time LPN Employees will receive every second weekend off as per current schedules.
- (c) All Full-time CCA/PCW Employees will work every third weekend. Every effort will be made by the Employer to grant similar weekends off to Part time Employees as per current schedules.
- (d) All full time Environmental Services and Nutrition Services Employees will be scheduled on one (1) weekend in four (4). This will not interfere with the Employees who receive every weekend off;
- (e) All Full time Maintenance Employees may be scheduled one (1) weekend in two (2).
- (f) If funding from the Government changes such that the weekend schedules require modifications, a meeting will be held between the Union and Employer to discuss necessary modifications within (2) two weeks of the notification of funding changes.

6.05 All hours worked in excess of eight (8) hours per day eighty (80) hours in a bi-weekly pay period or on a holiday except as provided in Article 6.07, shall be considered as overtime and shall be paid at the rate of time and one-half (1.5 x). Any Employee who works any overtime work beyond the eight (8) hour day or eighty (80) hours in a bi-weekly pay period or on a holiday and who chooses time off in lieu of overtime pay shall receive time off equivalent to the overtime rate. Such time off to be taken at a time mutually agreeable to Employer and Employee.

6.06 (a) Any Employee who works any hours on a statutory holiday which constitutes their normal shift, shall receive time and one-half (1.5) the regular rate for such day and in addition full-time Employees shall receive another day off with pay in lieu of the holiday. Such day off shall be by mutual agreement between the Employee and the Employer. Part-time, Temporary and Casual Employees shall receive such benefits on a pro-rated basis.

(b) For the purpose of determining whether a shift falls on a holiday, shifts having the majority of hours falling within 00:01 hours and 24:00 hours of the holiday shall be entitled to the premium rate of pay.

6.07 Any hours worked by full time Employees called in on a statutory holiday, aside and separate from their normal shift work, shall be paid at the rate of double time (2x). Part time Employees will be paid at the rate of time and one half (1.5x)

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- 6.08 Overtime shall be offered to all permanent Employees on an equitable basis in order to allow all Employees an opportunity to work when overtime is available.
- 6.09 (a) Any full-time maintenance Employee covered by this Agreement who is called in to work outside their regular hours shall receive the greater of:
- i) four hours (4) pay at straight time, or
 - ii) the overtime rate of time and one half (1.5X) for the actual hours worked.
- (b) For all other Employees who are called in to work any shift (and for whatever reason) is subsequently sent home shall receive pay for no less than fifty percent (50%) of the shift they were called in to perform. If actual time worked extends beyond fifty percent (50%) of the shift they were called in to perform such Employee will be paid for the entire shift. No Employee will be required to be called back to work during their vacation period.
- 6.10 There shall be no split shifts for full-time Employees. Such shifts shall only apply to part-time Employees.
- 6.11 All time sheets (schedules) are to be posted and on Staff Schedule Care two (2) weeks ahead in all departments and not changed, unless mutually agreed with the Employee(s).
- 6.12 (a) During the period of December 23 to January 3, the Employer will endeavor to give Full-Time Employees three (3) consecutive scheduled shifts off and Part-Time Employees two (2) consecutive scheduled shifts off if operations permit.
- (b) The Employer will endeavour to schedule Employees so that they will be off on Christmas or New Year's.
- 6.13 All part-time and casual Employees, shall, on request, be placed on an availability list for extra shifts by Department. Extras shifts available at the time the schedule is being prepared will be assigned to part-time Employees on the schedule in order of their seniority prior to casual Employees being called or scheduled. Extra shifts which arise after the schedule is prepared will be offered on a seniority basis to part-time Employees on the availability list before being offered on a seniority basis to casual Employees. This provision will not apply where premium rates would consequently be incurred by the Employer.
- 6.14 The changing of daylight saving time to standard time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between Employees completing their shift and those commencing their shift.

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placement of a Nurse on the salary scale shall be equivalent to 2080 regular hours paid.

- (a) An LPN with less than one (1) year of satisfactory recent LPN experience shall be placed at the start rate of the salary scale of Appendix "B".
- (b) An LPN with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the salary scale of Appendix "B".
- (c) An LPN with a minimum of two (2) years of satisfactory recent nursing experience shall be placed at the two (2) year rate of the salary scale of Appendix "B".
- (d) An LPN with a minimum of three (3) years of satisfactory recent nursing experience shall be placed at the three (3) year rate of the salary scale of Appendix "B".
- (e) An LPN with a minimum of four (4) years of satisfactory recent nursing experience shall be placed at the four (4) year rate of the salary scale of Appendix "B".
- (f) An LPN with five (5) years or more of satisfactory recent nursing experience shall be placed at the five (5) year rate of the salary scale of Appendix "B".

6.17 Responsibility Pay

Where the Employer specifically, and at their sole discretion, designates and directs an LPN to be in charge of at least one unit for the full shift, the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight (8) hour shift (pro-rated for a shift of more or less than 8 hours) in addition to their regular hourly rate.

6.18 It is understood that when an Employee in Nutrition Services is already scheduled to report for work, they shall only be asked if they wish to change their shift if there is an hour or more of work to be gained. If there is less than an hour to be gained, the Employer is not obliged to ask if they wish to change their shift.

6.19 Shift Premium

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

6.20 Weekend Premium

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35)

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per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours worked.

ARTICLE 7 - HOLIDAYS

7.01 The following shall be considered legal holidays for the purpose of this Agreement:

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

(b) Any other day appointed by Proclamation of the Governor-General of Canada, or the Lieutenant Governor of Nova Scotia, as a general holiday.

7.02 When any of the above-noted holidays fall on an Employee's scheduled day off, the Employee shall receive an additional eight (8) hours off with pay at a time mutually agreed upon between the Employee and the Employer. Part-time, temporary and casual Employees will receive such pay on a pro-rated basis.

7.03 The provisions of Section 7.02 shall not apply to casual Employees as defined in Article 1.06 (3b).

7.04 An Employee requesting time off from their accumulated bank, lieu or statutory holiday time may do so with two (2) business days notice; the Employer will grant the request subject to operational requirements and will let the Employee know as soon as possible. Employees who request time in advance will be granted the time off if no other Employee has already requested the time off and if operations permit.

7.05 Employees may be permitted to continuously carry an accumulation of up to eighty (80) hours of banked statutory holiday hours. At the beginning of every fiscal year, the Employer may payout any unused statutory holiday time down to eighty (80) hours. Employees may request to be paid out for their unused statutory holiday time down to forty (40) hours. Employees shall not be unreasonably denied for their statutory holiday time requested.

ARTICLE 8 - VACATIONS

- 8.01 Every Employee covered by this Agreement, up to the completion of seven (7) years of continuous service with the Employer, shall be entitled to an annual vacation with pay not to exceed one hundred and twenty (120) hours provided such time has been accrued.
- 8.02 Every Employee covered by this Agreement, following completion of seven (7) years continuous service with the Employer, shall be entitled to an annual vacation with pay each year not to exceed one hundred and sixty (160) hours.
- 8.03 Every Employee covered by this Agreement, following completion of fifteen (15) years continuous service with the Employer, shall be entitled to an annual vacation with pay each year not to exceed two hundred (200) hours.
- 8.04 Each Employee covered by this Agreement shall receive an additional eight (8) hours vacation for each legal holiday that occurs during their vacation period, to be taken at a time mutually agreeable to such Employee and the Employer.
- 8.05 The Employer agrees that all Employees covered by this Agreement may select their vacation to be any time throughout the year as agreed between the Employer and Employee.
- 8.06 For the period of June 15 to September 14, each Employee may request up to 2 segments of vacation where their seniority shall be the governing factor in granting their vacation. Employees may choose to take any number of consecutive days off for each of their segments from one (1) up to a total of fourteen (14) days off. Requests shall not be unreasonably denied.
- 8.07 Vacation requests for the period of June 15 to September 14 shall be submitted by April 1 and shall be posted by May 15 of each year and shall not be changed unless by mutual agreement between the Employer and the Employee(s) concerned.
- 8.08 The Employer shall make every reasonable effort to ensure that the Employee's regular days off will be consecutive with the vacation period and will not constitute a break in a segment.
- 8.09 Vacation requests for the period of September 15 to December 14 shall be submitted by May 1 and shall be processed by June 15. Seniority shall be the governing factor in granting vacations and all requests will be processed where operations permit.
- 8.10 Limited vacation or statutory days may be approved, if operations permit, for the period of December 15 to January 14. Requests shall be submitted by November 1 with approvals processed as part of the regular posting schedule for the period. Seniority shall be the governing factor in granting time off.

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- 8.11 Vacation requests for the period of January 15 to June 14 shall be submitted by November 1 and shall be processed by November 30. Seniority shall be the governing factor in granting vacations and all requests will be processed where operations permit.
- 8.12 Any requests received after the vacation period deadlines of April 1, May 1 and November 1 shall be granted on a first come, first served basis, where operations permit. Once a vacation request is approved, seniority may not be exercised to displace the approved vacation. Vacations shall not be unreasonably denied.
- 8.13 (a) Where an Employee qualifies for sick leave and has been to the hospital and released under the continued care of a health care practitioner (which must be verified by health care practitioner certificate) and remains under their care for more than two (2) days during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date to be taken by mutual agreement between the Employee and Employer.
- (b) When an Employee qualifies for bereavement during their vacation, there shall be no deduction from the vacation credits. The period so displaced shall be added to the vacation period or re-instated for use at a later date to be taken by mutual agreement between the Employee and the Employer.
- 8.14 If an Employee agrees to work on their vacation day, they will be paid at one and a half time (1.5X) for all hours worked plus receive their vacation day back.

FOR NURSING ONLY:

- 8.15 At least one (1) week prior to the posting of the summer and Christmas vacation schedules but no later than May 6, or November 23 the Employer will meet with two Union representatives (at least one from the Nursing Department) to provide a draft of the vacation schedule (which may be altered) and receive the status of approval of vacations up to the date of the meeting.
- 8.16 The Union may request a meeting to discuss concerns arising from the posted schedule. The Employer will respond to the Union 's concerns in writing within seven (7) days. If no agreement is reached a grievance may be filed at Step four (4).

ARTICLE 9 - SICK LEAVE

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- 9.01 All Employees covered by this Agreement, who have completed the probationary period with the Employer as defined in Article 13.01, but retroactive to the date of employment, shall be entitled to earn twelve (12) hours of sick leave credits per every one hundred and seventy-three and one third (173.33) regular hours paid to the Employee.
- 9.02 Any sick leave to which an Employee covered by this Agreement is entitled, as hereinafter provided in this Article, may be accumulated up to a maximum of fourteen hundred (1400) hours of sick leave credits. Employees hired after August 6, 2003 will only accumulate a maximum of twelve hundred (1200) hours of sick leave credits.
- 9.03 Any Employee covered by this Agreement while on sick leave with pay shall receive the same regular rate of pay from the Employer as was in effect for the said Employee immediately prior to going on sick leave with pay.
- 9.04 (a) Any Employee may be required to produce a medical report, paid for by the Employer, from their health care practitioner for any illness in excess of three (3) continuous working days, certifying that they were unable to carry out their duties due to illness.
- (b) Notwithstanding sub-paragraph (a), an Employee may be required to produce such a report where the Employee has taken sick leave on more than three (3) occasions during a calendar year. Such report shall be paid for by the Employer.
- (c) A medical report may be required to certify that an Employee is fully able to return to carry out all of the duties of their position. Requested medical reports may be required to be produced prior to a return to duties, but shall be produced within one week of the return to duties. Such report shall be paid for by the Employer.
- (d) The Employer retains the right to satisfy themselves with the quality of the medical report. The Employer may satisfy themselves of the Employees ability to return to work by requiring a second independent medical report paid for by the Employer to be provided by a medical practitioner of the Employee's choice.
- 9.05 (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 (2) days of an injury or accident for which an Employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an Employee receive an increase in their income while in receipt of Workers' Compensation

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benefits. When the supplement is being paid, the Employer shall deduct from the Employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's accumulated sick leave credits are exhausted, the supplement shall cease and the Employee shall be paid only the Workers' Compensation benefits.

- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the Nova Scotia Health Employees Pension Plan (NSHEPP), Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's **eligibility** to participate in the Plans.
 - (c) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
 - (d) An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
 - (e) An Employee shall not accrue any other benefits while on Workers' Compensation.
 - (f) 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 workplace unless the Employee continues to receive WCB benefits for the time worked.
 - (g) This provision shall not apply to casual Employees.
- 9.06 All monies received by an Employee during such absence, as described in Section 9.05 above, from the Workers' Compensation Board of Nova Scotia, shall be paid to the Treasurer of the Employer in consideration of their receiving payments from the Employer during such absence.
- 9.07 (a) Regular Employees who accept an extra shift forty-eight (48) hours or less prior to the commencement of the shift shall not be eligible for sick leave with pay in the event they subsequently miss such extra shift.
- (b) Employees desiring to call in sick shall call in with: one and one-half (1.5) hours notice on the day shift; two (2) hours notice on the evening shift; three

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(3) hours notice on the night shift.

- (c) A desire to return to work after an illness of more than thirty days shall require the Employee to endeavour to give the Employer two (2) business days notice as well as a completed medical report prior to the return to duties.
- (d) If a replacement has been scheduled and a regular Employee in the position notifies the Employer that they shall be returning to work, the replacement Employee will be removed from the schedule with as much advance notice as possible.
- (e) Casual Employees may use sick leave for pre-scheduled shifts only.

9.08 Where no one other than the Employee can provide for the needs during illness of an immediate member of their family (as defined: spouse, children, parents, parents-in-law and grandparents) an Employee shall be entitled, after notifying the Employer, to use a maximum of five (5) accumulated sick leave days per calendar year to be used for that purpose. Leave taken under this Article shall for all intent and purpose, be recorded in the records as family related leave (not sick leave). This provision is pro-rated for Part-time Employees.

9.09 Specialist Appointment - Employees shall be allowed paid leave of absence up to twenty-two and one-half (22.5) hours per year to engage qualified medical specialists, physician's, or health care practitioner referrals for which prior appointments are necessary, provided such Employees have sufficient sick leave credits and provided an effort has been made to schedule such appointments during a period of time the Employee is not scheduled to work. This provision is pro-rated for Part-time Employees.

Employees shall advise their supervisors as soon as such appointments are made. Leave granted for this purpose shall be deducted from accrued sick leave credits.

Failure to provide notice will result in the denial of the paid leave. This time will be recorded in such a way as to not count in any attendance program.

Effective the January 1st after ratification of this Agreement, the paid leave of absence of up to 22.5 hours per year shall be increased to up to 24 hours per year.

9.10 The Employer shall advise each Employee on their bi-weekly pay advice of the amount of sick leave, vacation, holidays and time in lieu accrued to the Employee's credit. Employees may request a hard copy of their pay advice.

ARTICLE 10 - BEREAVEMENT LEAVE

10.01 When death occurs to a member of the immediate family of an Employee covered

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by this Agreement, as hereinafter defined in Section 10.04 of this Article, such Employee shall be granted bereavement leave with pay for a period not to exceed five (5) consecutive days, one (1) of which shall be the day of the funeral, to the extent that or all of these days are normal working days. Leave shall commence at midnight on the day of the death. In cases where the funeral is delayed, the Employee may defer one (1) day of bereavement leave to use at a later date to attend the service.

10.02 One (1) day's bereavement leave with pay shall be granted to any Employee covered by this Agreement for the purpose of attending the funeral of a sister-in-law, brother-in-law, aunt, uncle, niece, nephew or, grandparents-in-law provided that such day is a normal working day.

10.03 Any such Employee while on bereavement leave with pay shall receive the same rate of pay from the Employer as was in effect for the said Employee immediately prior to going on bereavement leave.

10.04 For the purpose of this Article, members of the immediate family are the Employee's husband, wife, common-law husband or wife, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step-parents, grandparents, step-children, half-brother, half-sister, son-in-law, daughter-in-law, grandchildren, same sex partner, long term foster parent, long term foster child, common-law children .

10.05 An Employee shall be granted two (2) additional days of bereavement leave with pay if a member of the immediate family dies outside the province and the Employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.

ARTICLE 11 - JURY DUTY

11.01 Any Employee covered by this Agreement who is summoned for jury duty or is subpoenaed or summoned to appear in court for a workplace related matter shall receive full pay, less jury pay, from the Employer at the same regular rate of pay as was in effect for such Employee immediately prior to going on jury duty for such period, to the extent that any or all of the days in the period are normal working days.

11.02 To the extent that any or all of the days that such Employee is serving with summons or subpoena on jury duty and/or court duty are normal working days, such days shall be counted as working days in calculating vacation time under the provisions of Article 8 (Vacations) or sick leave under the provisions of Article 9.

11.03 Any Employee covered by this Agreement who is required to attend a court or tribunal proceeding for reasons other than those addressed under Article 11.01 may, at the Employer's discretion, be granted leave without loss of regular pay in the

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same manner as provided under Article 11.02.

ARTICLE 12 - WAGES

12.01 The Employer agrees that effective the first day of November 1, 2020, all Employees covered by this Agreement shall be paid in accordance with the rate of pay for each position as set out in Schedules "A" and "B" annexed hereto and forming part of this Agreement.

The probationary rate for each position in Schedule "A" will be as set out in Schedule "A". Upon completion of the probationary period (four hundred and eighty (480) Hours) the rate will be in accordance for each position set out in Schedules "A" and "B".

12.02 Pay days shall be every second Thursday.

12.03 If an Employee covered by this Agreement has not received wages earned two and a half (2.5) or more hours in any one period by cause of shortage, it shall be adjusted and paid within two (2) business days.

12.04 (a) When an Employee is to provide a new Employee with an orientation, the Employer will endeavor to schedule the Employee providing the orientation as an extra on the floor for the duration of the orientation shift(s).

(b) The Employer will endeavor to notify the Employee who is to provide the orientation prior to the shift in which the orientation session is taking place.

12.05 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

Any current compensation for responsibility for the facility which is greater shall be red-circled

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, vacation, lay-offs, recall and reduction of work force. Seniority shall operate on a

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bargaining-unit-wide basis and shall be determined upon any such Employee completing a probationary period of four hundred and eighty (480) hours when a seniority date shall be established, retroactive to date of employment.

ARTICLE 14 - SENIORITY PREFERENCE

14.01 The seniority of Employees covered by this Agreement shall backdate four hundred and eighty (480) hours worked from the date the Employee completes their probationary period. When two (2) or more persons are employed on the same day, the seniority will be established by a seniority draw at a meeting between the Manager and a Union representative. The Employees affected have the right to be in attendance for the draw. The draw results will be signed off by the Manager and the Union.

- (a) Seniority acquired while working in a casual position as outlined in Article 1.06 (3) shall not be used to displace permanent part-time or permanent full-time Employees for the purpose of layoff, recall, vacation preference, leave of absence, job posting, hours of work, overtime or any other provisions of the Collective Agreement.
- (b) When a casual Employee as outlined in Article 1.06 (3) acquires through the posting procedure a permanent part-time or permanent full-time position their seniority will remain their date of hire into the casual position for the purposes of layoff, recall, vacation preference, leave of absence, job postings, hours of work and overtime or any other privileges under the agreement presently enjoyed by full-time and part-time Employees.

14.02 The Employer agrees to draw up two seniority lists:

- (a) List number one (1) stating an Employee's seniority date while the Employee is/was employed as a casual as defined in Article 1.06 (3) and;
- (b) List number two (2) stating the Employee's seniority date reflecting when the Employee was first employed in a permanent part-time or permanent full-time position.

An updated seniority list shall be posted in the workplace in January and July of each year. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list.

14.03 Established seniority shall not be subject to forfeiture by an Employee unless:

- (a) They voluntarily leave the services of the Employer.
- (b) They are discharged for just cause.
- (c) They are suspended for just cause, in which event the loss of seniority shall be for the period of the suspension.
- (d) They are laid off for a period of one (1) year or more.
- (e) Having been laid off, they fail to return to work within one (1) week of being recalled.
- (f) They are absent from work without prior approved leave for two (2) consecutive scheduled shifts without legitimate reason.
- (g) They take a position outside of the bargaining unit

However, it can be mutually agreed between the Union and the Employer to waive sub-sections (a), (d) and (e) of paragraph 14.03.

14.04 The following rules shall apply to promotions, transfers, lay-offs and recalls:

- (a) All vacant positions and temporary positions of more than sixty (60) days duration shall be bulletined on bulletin boards for a period of seven (7) days thereby affording Employees an opportunity to make applications in writing for such vacancies.
- (b) Except as provided in sub-paragraph (c) ~~(3)~~, the Employer shall not fill a vacant full-time position with part-time workers.
- (c) Where a full-time position becomes vacant and the Employer is satisfied that the work to be performed by the incumbent can be accomplished in twenty-five (25) hours per week or less, the Employer may fill the position with a part-time worker working no more than twenty-five (25) hours per week or part-time workers working in total no more than twenty-five (25) hours per week.
- (d) In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.
- (e) When a vacancy occurs during July and August, the Employer shall post it on September 1, unless there is an operational urgency to fill the vacancy before September 1. Anytime there is an operational urgency to fill the vacancy, the

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Union will be notified as soon as the decision has been made to post prior to September 1.

- (f) The Union will be notified in writing of any vacancy within one-week (7 days) of occurring.
- (g) The Union will be notified in writing of the successful candidate to any job posting within seventy-two hours of acceptance, exclusive of weekends and holidays.
- (h) Lay-Off and Recall Procedure - In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority on a bargaining-unit-wide basis in relation to required qualifications. Employees shall be recalled in the order of their seniority on a bargaining-unit-wide basis. No new Employees will be hired until those laid off in the department or category concerned have been given an opportunity of re-employment.
- (i) Transfers Between Departments - In the event an Employee transfers from one department to another they shall maintain all seniority rights acquired while in the employ of the Nursing Home except as provided in Article 14.01 (a) and (b).
- (j) Reduction of Work Force - In the event of a reduction of work force, staff will be reduced according to bargaining-unit-wide seniority in relation to required qualifications except as provided in Article 14.01 (a) and (b).
- (k) Vacancy Requiring Higher Classification - Consideration for promotion may be given to the senior bargaining unit applicant who does not possess the required qualifications but is preparing for such qualifications prior to the filling of the vacancy. Such Employee may be given a trial period to qualify within a reasonable period of time subject to the Employer's qualification to evaluate. The Employee may revert to their former position if the required qualifications are not met within such time.
- (l) In the event of a vacancy arising where there are no qualified applicants in the bargaining unit, the Employer agrees that the senior applicant shall be given the opportunity to receive on-the-job orientation in order to qualify for the position subject to the Employer's ability to provide such orientation.
- (m) A regular Employee who accepts a Temporary Position shall retain their status as a regular Employee while in the temporary position and shall return to the position they previously held at the end of the term of the temporary position. The Employee may only accept another temporary position before returning to their regular position if their absence from their regular position will not normally exceed two years except by mutual agreement or if the Employee resigns from their regular position. When the Employee returns to

their regular position, they shall not be eligible to apply for another temporary position for six months unless it is mutually agreed with by the Union, Employee involved and the Employer. If the Employee resigns from their regular position to take a temporary position, the Employee's status will revert to Casual at the end of the temporary position.

- 14.05 Seniority - Employees may work outside the bargaining unit in temporary non-bargaining unit positions at Saint Vincent's Nursing Home for a temporary period not to exceed six (6) months. In such case Article 14.03 (g) will not apply as long as the Employee continues to pay union dues and returns to their bargaining unit position at the end of the six (6) month period.
- 14.06 The Employer shall discuss a job share opportunity with the Union when there is a request from an Employee.
- 14.07 The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 14.

ARTICLE 15 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 15.01 (a) Employees of the Nursing Home shall be entitled to Pregnancy, Parental and Adoption leave as provided for, under the Labour Standards Code;
- (b) Employees on Pregnancy, Parental and Adoption leave shall continue to accrue seniority while under such leave;
- (c) While Employees continue on Pregnancy, Parental and Adoption leave the Employer will continue to pay the Employer share of the costs of shared benefits and the Employee will remain responsible for the payment of the Employee share of the same benefits.

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15.02 On return from pregnancy, parental or adoption leave, the Employee shall be placed in their former position, or in an equivalent position.

ARTICLE 16 - DISCHARGE, SUSPENSION & DISCIPLINE

16.01 Subject to the severity of the alleged misconduct giving rise to discipline, the Employer shall follow a progressive discipline process when disciplining an Employee after the probationary period.

- 16.02 (a) An Employee who has completed their probationary period may be dismissed but only for just cause. Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall so notify the Employee and advise them of their right to bring their Steward and/or National Representative with them for the interview and in those cases when Employees refuse representation, the Union shall be advised of the results of any such meeting by the Employer within a reasonable time period.
- (b) An Employee will maintain pay and benefits while the Employer is conducting the investigation. However, this does not apply to Casual Employees who were not scheduled to work.
- (c) Following a suspension or disciplinary action, letters of reprimand or any adverse reports shall not be used against an Employee at any time after twelve (12) months for a minor offence. Such documents shall not be used at any time after twenty four (24) months against an Employee for major offences, unless agreed to by both parties to this Agreement. Major Offences are: resident abuse; staff abuse; sexual harassment; breach of resident confidentiality.
- (d) An Employee shall have the right, when two working days notice has been given and during office hours, to review their personnel file and make copies and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. This shall not include any document from outside the Home.

- (e) If an Employee desires to terminate their employment, the Employee shall forward a letter of resignation to the Employer not less than two (2) weeks prior to the effective date of termination provided that the Employer may accept shorter notice as per Labour Standards. An Employee who fails to give the required notice, shall be struck from the payroll effective the day the Employee is absent without leave, and shall have deducted from monies owed to the Employee by the Employer a sum equivalent to the salary payable to the Employee for the period of required notice that the Employee failed to work.

16.03 Any surveillance camera or related equipment used by the Employer will be used in the least invasive means possible.

Surveillance cameras and related equipment shall not be used in Employee occupied areas during working hours without the knowledge of the Union.

The Employer shall not use surveillance to proactively monitor the work of Employees and no information obtained through the use of this equipment shall be used against an Employee at any time unless such information constitutes evidence of alleged resident abuse or criminal acts.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of not more than four (4) Shop Stewards, whose duties shall be to assist any Employee working in the respective departments or groups of departments which the Steward represents in preparing and in presenting their grievance in accordance with the grievance procedure.

17.02 The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer shall be required to recognize them.

17.03 The Stewards so selected shall constitute the Grievance Committee, so long as they remain Employees or until their successors are chosen.

17.04 In order that the work of the Employer shall not be unreasonably interrupted, no steward shall leave their duties to undertake their Steward's duties as outlined in Article 17.01 without requesting permission of the Employer, such permission not to be unreasonably withheld.

17.05 Working days is defined as Monday to Friday exclusive of holidays.

17.06 Should a dispute arise between the Employer and the Employees or the Union regarding the interpretation, meaning, operation, or application of this Agreement,

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including any question 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:

Step 1

When an Employee has a grievance, it shall be submitted to their Shop Steward for discussion.

Step 2

If the Union Steward considers the grievance to be justified, the Employee so concerned (together with their Steward), shall discuss and submit the grievance in writing to the Employee's immediate supervisor within fifteen (15) working days of the occurrence giving rise to the grievance for the purpose of attempting to resolve the dispute. The supervisor shall give a decision in writing within five (5) working days.

Step 3

If the response of the supervisor is not acceptable to the grievor, the written grievance shall be forwarded to the Department Head for consideration. The Department Head shall render a written decision within five (5) working days after receipt of the grievance. In the event the Employee's immediate supervisor is the Department Head, Step 2 of the grievance procedure may be bypassed.

Step 4

If the decision of the Department Head is not acceptable to the Union, the grievance and decision shall be forwarded to the Executive Director for consideration. If requested by the Union at the time of filing the grievance at Step 4 or by the Executive Director at the time of receipt of the grievance at Step 4, the Executive Director and the Union representative shall meet to discuss the grievance. The Executive Director shall render a written decision within ten (10) working days after such meeting or, if no meeting is requested within ten (10) working days after receipt of the grievance.

Step 5

Failing a satisfactory settlement being reached in Step 4, the Union may, on giving ten (10) working days notice in writing to the Executive Director of its intention, refer the dispute to arbitration.

17.07 When a dispute involving a question of general application or interpretation occurs, or where a group of Employees of the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

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- 17.08 Replies to grievances shall be in writing at all stages.
- 17.09 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 17.10 The Employer shall supply the necessary facilities for the grievance meetings.
- 17.11 The parties may agree to use a mediator from the Department of Labour to resolve a grievance. Failing mediation the parties may continue to arbitrate the grievance.

ARTICLE 18 - ARBITRATION

- 18.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. The parties shall within ten (10) working days of such notice agree upon a person to act as a sole Arbitrator of the matter in dispute. If the parties fail to agree upon a person to act as sole Arbitrator within the aforesaid ten (10) working days, the appointment shall be made by the Minister of Labour and Workforce Development for the Province of Nova Scotia upon the written request of either party.
- 18.02 Procedure - The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.
- 18.03 Decisions of the Arbitrator - The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures before them, but shall not have the power to add, subtract, or modify any terms of this Agreement. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator within six (6) business days to reconvene the Parties to clarify the decision.
- 18.04 Expenses of the Arbitrator - Each party shall pay one-half of the fees and expenses of the Arbitrator.
- 18.05 Amending the Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 18.06 Witnesses - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 18.07 The Union shall have the right at any time to have the assistance of representatives

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of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of any disputes or misunderstandings. Such representative must first obtain permission from the Executive Director re access to premises.

ARTICLE 19 - UNIFORMS

- 19.01 As required to be worn by the Employer, uniforms, work clothing, and shoes will be provided by the Employer to all Employees covered by this Agreement, and laundry service will be the Employee's responsibility. Selection of new type uniforms agreed by the Employer and the Union.
- 19.02 An Employee may select to purchase their own uniforms or replacements, and shoes (which form part of the uniform) when required. The Employer will reimburse (upon receipt) each such Employee up to one hundred twenty dollars (\$120.00) in January each year. Any receipt submitted which is less than one hundred twenty dollars (\$120.00), such balance will remain as a credit to such Employee for the remainder of the calendar year. This uniform allowance shall be pro-rated for Part-time and Casual Employees.

ARTICLE 20 - MANAGEMENT-LABOUR RELATIONS COMMITTEE

- 20.01 (a) The Employer and the Union agree that a Committee known as the Management-Labour Relations Committee may be established and maintained. Such Committee shall consist of not more than five (5) members representing the Employer and not more than five (5) members of the elected Executive of the Union, on behalf of the Union (or equal representation).
- (b) Either party may, with the agreement of the other party, invite a CUPE National Representative or external Employer consultant to participate without a vote at a labour management meeting.
- 20.02 The Committee shall concern itself with the following general matters:
- (1) Considering constructive criticisms of all job-related activities so that better relations shall exist between the Employer and the Employees.
 - (2) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
 - (3) Correcting conditions causing grievances and misunderstandings.
 - (4) Other matters of mutual concern.

The parties agree to one calendar week advance notification in writing of the matters they wish to discuss at any meeting, however, other matters of concern to the Committee may be discussed.

- 20.03 Such meeting may be called by either party. Other meetings may be held as mutually agreed upon. Employees shall not suffer any loss of pay for time spent with this Committee.
- 20.04 An Employer and a Union representative shall be designated as joint chairperson and shall alternate in presiding over the meetings.
- 20.05 Minutes are to be taken by the person appointed to act as secretary of the Committee. Minutes of each meeting of the Committee shall be prepared by the Employer and shall be distributed to the members of the Committee not later than two (2) calendar weeks after the date of the meeting.
- 20.06 The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 (a) Upon request to the Employer, not more than five (5) Employees elected to represent the Union at conventions shall be allowed leave of absence. Upon request to the Employer, not more than five (5) Employees elected or appointed to represent the Union at recognized labour educational course shall be allowed leave of absence. Leave of absence without pay will be granted to Employees to attend Executive and committee meetings of CUPE, its affiliated bodies, and any labour organization with which the Union is affiliated. Employees will endeavour to give two (2) weeks notice but not less than seven (7) days notice to the Employer of their request.
- (b) The Employer will continue to pay such Employees and the Local will reimburse the Employer when advised of the amount owing beyond those hours in Article 21.04.
- (c) It is agreed between the parties that no more than three (3) of the five (5) Employees referred to in the above provision shall be from any one (1) classification, subject to operational requirements.
- (d) Any executive officer of CUPE Local 1082 who is on duty, on Union meeting nights, shall be permitted to end their shift at 7:00 p.m. in order to attend the meeting without loss of wages. Any such wages shall be at the Employer's expense.

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- (e) The Employer recognizes the right of the Employee to participate in public affairs. Therefore, upon written request, the Employer will allow leave of absence, so that the Employee may be a candidate in a Federal, Provincial or Municipal election.
- (f) An Employee who is elected or selected for a full-time position with the Union or with any body with which the Union is affiliated shall be granted leave of absence without loss of seniority for one (1) year. Such leave may be renewed each year on request, during their time in office.
- (g) Any Employee who is elected for a full-time position in the Provincial, Municipal or Federal Offices shall be granted leave of absence without loss of seniority for one (1) year. Such leave may be renewed for a further term thereafter.

21.02 (a) The Employer shall grant a leave of absence without pay and without loss of seniority to a maximum of six (6) months to any Employee requesting such leave for good and sufficient cause; twelve (12) months for education leave related to their employment, such request to be in writing and approved by the Employer. Such leave shall not unreasonably be denied

(b) Any Employee returning to work from a leave of absence of more than thirty (30) days shall provide a written notice to the Employer at least one (1) week prior to the Employee's return to work.

21.03 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, they shall suffer no loss of pay for time so spent.

21.04 The Employer agrees to paid union education leave for all Employees elected or appointed to attend seminars, workshops, conventions or labour conferences provided that not more than two (2) Employees may attend any seminar, workshop, convention or labour conference at any one time, and provided further that the paid education leave shall not total more than one hundred and eighty (180) hours wages for all the Employees involved in any one (1) year.

21.05 Compassionate Care Leave/Domestic Violence

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

21.06 Required Education

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

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

21.07 If scheduled to work on the day of their Canadian Citizenship ceremony, Employees shall be allowed a leave of absence with pay and without loss of seniority and benefits to attend their ceremony.

ARTICLE 22 - TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

22.01 Any Employee covered by this Agreement who is temporarily assigned to another classification listed in Schedule "A" for which the rate of pay is higher than the rate of pay for such Employee's regular position, they shall receive the higher rate of pay while so employed. This provision does not apply to the calculation of any paid leave.

22.02 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate is lower than the rate for such Employee's regular position, they shall receive their regular rate of pay while so employed and not the rate for the temporary assignment. This provision does not apply to the calculation of any paid leave.

ARTICLE 23 - JOB SECURITY

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

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

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23.03 The Employer agrees to draw up job descriptions with input from the Union for all positions in the bargaining unit. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) calendar days. If such objection cannot be resolved between the parties, the matter may be subject to grievance and arbitration.

23.04 When a position not covered in Appendix "A" is established during the term 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 on the new rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

23.05 The Employer agrees to review and update all job descriptions when the position changes or as needed.

ARTICLE 24 – ALCOHOLISM, AND DRUG DEPENDENCY AND ACCOMMODATION

24.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging Employees afflicted with alcoholism or drug dependency to undergo a co-ordinated program directed to the objective of their rehabilitation. Employees undergoing rehabilitation treatment shall suffer no loss of pay or benefits subject to available sick leave credits.

24.02 In instances where an Employee requires accommodation, the Union and the Employer shall work with the Employee and, where applicable, their Licensed Healthcare Practitioner.

ARTICLE 25 - MEDICAL BENEFIT

- 25.01 (a) The Employer agrees to maintain the existing pension plan, and
- (b) The Employer agrees to maintain an extended health benefit plan, during the life of this Agreement for participation by Employees, subject to eligibility requirements.

The Employer shall pay sixty-five percent (65%) of the premiums of the extended health benefit plan and the Employee shall pay thirty-five percent (35%) of the premium.

- (c) The Employer agrees to maintain a dental plan, during the life of this Agreement for participation by Employees, subject to eligibility requirements. Subject to the eligibility requirements of the plan, participation will be mandatory for all Employees, except where satisfactory proof of coverage under a spousal plan is provided. The Employer shall pay fifty percent (50%)

of the premiums of the dental plan and the Employee shall pay fifty percent (50%) of the premiums.

25.02 With reference to prescriptions, the Employee will be responsible to pay as per current practice, subject to the medical plan (cards to be provided).

ARTICLE 26 - CALL BACK TRAVEL ALLOWANCE

26.01 Any Employee who is called back to work shall be paid an amount equal to the cost of taxi fare from their place of residence to the Nursing Home and return, but not to exceed twenty dollars (\$20.00) for the round trip.

ARTICLE 27 - SAFETY AND HEALTH

27.01 The Union and the Employer shall co-operate through the Occupational Health and Safety Committee, and shall govern themselves according to the Occupational Health and Safety Act and its Regulations, and the Safer Needles in Healthcare Workplaces Act.

27.02 Employees working in unsanitary or dangerous jobs shall be supplied with all the necessary safety equipment and protective clothing, and shall be required to use them.

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

ARTICLE 28 - STORM DAYS

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

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

ARTICLE 29 - NOTICE TO BARGAIN

29.01 This Agreement shall be in effect for the period commencing the 1st day of November, 2020 and ending October 31st day of October, 2023 and shall be

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renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to seek amendments to this Agreement.

29.02 Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer written notice within 30 days of the signing of this Agreement.

29.03 The parties agree to share equally, the cost of printing the new collective agreement in sufficient quantities for distribution to the Employees and for reserve copies.

ARTICLE 30 - BENEFIT AND BINDING

30.01 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agree upon, shall, unless otherwise specified, apply retroactively to that date.


30.02 This Agreement and everything contained herein will ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

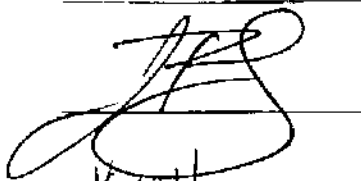
30.03 **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto this 19th day of May, 2023.

SIGNED, SEALED AND DELIVERED in the presence of:

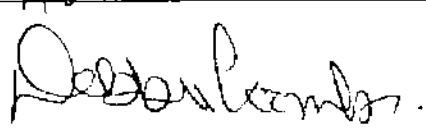
SAINT VINCENT'S NURSING HOME

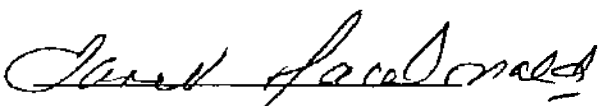
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1082**




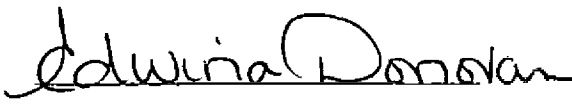


K. H. H.









Debbie Coombs
WITNESS

WITNESS

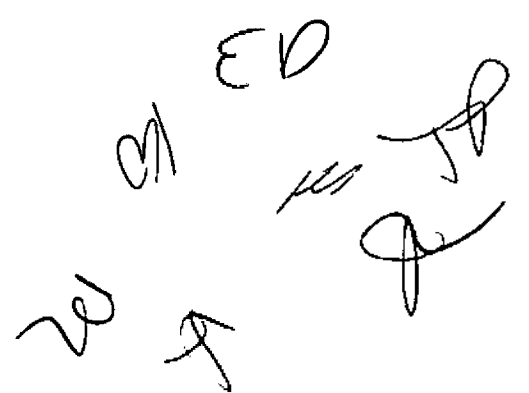
SCHEDULE "A"

Salary divisor to calculate hourly rate is 2080 hours per annum.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% 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	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Nutrition Services Worker	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,143	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Seamstress	Probationary Rate	\$17.0427	\$35,449	\$17.2986	\$35,981	\$17.5581	\$36,521	\$18.4956	\$38,471	\$19.0504	\$39,625	\$19.1457	\$39,823
	Regular Rate	\$17.3325	\$36,052	\$17.5924	\$36,592	\$17.8563	\$37,141	\$18.7938	\$39,091	\$19.3576	\$40,264	\$19.4544	\$40,465
Night Watchman	Probationary Rate	\$17.3925	\$36,176	\$17.6534	\$36,719	\$17.9182	\$37,270	\$18.8557	\$39,220	\$19.4213	\$40,396	\$19.5185	\$40,598
	Regular Rate	\$17.6883	\$36,791	\$17.9535	\$37,343	\$18.2228	\$37,903	\$19.1603	\$39,853	\$19.7351	\$41,049	\$19.8338	\$41,254
General Worker - Storeroom & Kitchen	Probationary Rate	\$17.9215	\$37,277	\$18.1903	\$37,836	\$18.4632	\$38,403	\$19.4007	\$40,353	\$19.9827	\$41,564	\$20.0826	\$41,772
	Regular Rate	\$18.2261	\$37,910	\$18.4995	\$38,479	\$18.7770	\$39,056	\$19.7145	\$41,006	\$20.3060	\$42,236	\$20.4075	\$42,448
Utility Janitor													

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
				Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
Not included in collective agreement (Student)							
Personal Care Worker I (Without Course)	Start	\$18.5968	\$38,682	\$18.8763	\$39,263	\$19.1594	\$39,852

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 25, 2022 and appears in this wage appendix for retroactivity purposes, only.



Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
	Regular Rate	\$21.0707	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
Maintenance I	Probationary Rate	\$21.3030	\$44,310	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254
	Regular Rate	\$21.6652	\$45,063	\$21.9901	\$45,739	\$22.3199	\$46,425	\$22.9895	\$47,818	\$23.1044	\$48,057
Graduate Practical Nurse	Regular Rate	\$21.6955	\$45,127	\$22.0210	\$45,804	\$22.3513	\$46,491	\$23.0218	\$47,885	\$23.1369	\$48,125
Journeyman Cook	Probationary Rate	\$22.6417	\$47,095	\$22.9814	\$47,801	\$23.3261	\$48,518	\$24.0259	\$49,974	\$24.1460	\$50,224
	Regular Rate	\$23.0267	\$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.

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Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.6%		% 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	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Personal Care Worker/CCA (without certification)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$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	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$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/CCA (without certification)" as per the MOA re: CCAs, signed March 25, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% 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	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 / CCA	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,040	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5869	\$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: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 3.5%		% 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	Apr.27-23 Hourly Rate	Apr.27-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Licensed Practical Nurse (LPN)	Start	\$26.5566	\$55,238	\$26.9551	\$56,067	\$27.3594	\$56,908	\$28.1802	\$58,615	\$28.1802	\$58,615	\$28.3211	\$58,908
	After 1 year	\$27.1650	\$56,503	\$27.5724	\$57,351	\$27.9860	\$58,211	\$28.8255	\$59,957	\$28.8255	\$59,957	\$28.9697	\$60,257
	After 2 years	\$27.7520	\$57,724	\$28.1682	\$58,590	\$28.5907	\$59,469	\$29.4484	\$61,253	\$29.4484	\$61,253	\$29.5957	\$61,559
	After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3832	\$61,117	\$30.2647	\$62,951	\$30.2647	\$62,951	\$30.4160	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4806	\$65,480

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

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1/10/23
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Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9851	\$45,729	\$22.0951	\$45,958
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	Regular Rate	\$21.6652	\$45,063	\$21.9901	\$45,739	\$22.3199	\$46,425	\$22.9895	\$47,818	\$23.1044	\$48,057
Graduate Practical Nurse	Regular Rate	\$21.6955	\$45,127	\$22.0210	\$45,804	\$22.3513	\$46,491	\$23.0218	\$47,885	\$23.1369	\$48,125
Journeyman Cook	Probationary Rate	\$22.6417	\$47,095	\$22.9814	\$47,801	\$23.3261	\$48,518	\$24.0259	\$49,974	\$24.1460	\$50,224
	Regular Rate	\$23.0267	\$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 "C"

Memorandum of Agreement

between

Saint Vincent's Nursing Home

and

Canadian Union of Public Employees
Local 1082

Re: Parking

The present practice of free parking presently enjoyed by the Employees of the Nursing Home will continue subject to operational requirements, at which time the Employer agrees to negotiate a parking rate through the Management-Labour Committee.

Signed this 19 day of May, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082

[Signature]
[Signature]
Hebbie Coombs

[Signature]
[Signature]
Edwina Donohue

[Signature]
WITNESS

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APPENDIX "D"

Memorandum of Agreement

between

Saint Vincent's Nursing Home

and

**Canadian Union of Public Employees
Local 1082**

Re: Twelve (12) hours shift for PCW / CCA

The Parties hereto agree to include a twelve (12) hour shift for Personal Care Workers (PCW) , Continued Care Worker (CCA) employed at Saint Vincent's Nursing Home on nursing units as determined by the Parties.

The Parties agree to modify the Collective Agreement for PCW's and CCA's. Only clauses noted below shall replace their number equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply. For the purpose of this Agreement, sick leave, annual leave and statutory holidays, etc. shall be considered eight (8) hour shifts.

13.01 Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, vacation, lay-offs, recall and reduction of the work force. Seniority shall operate on a bargaining-unit-wide basis and shall be determined upon any such Employee completing a probationary period of four hundred and eighty (480) hours when a seniority date shall be established, retroactive to date of employment.

Article 6 - Hours of Work

6.01 The hours of work shall be eighty (80) hours per two-week period. This is inclusive of paid meal periods and paid rest periods totaling ninety (90) minutes per 12-hour shifts. The hours of work per two (2) week period will be divided into six shifts of twelve (12) hours per shift plus one (1) eight (8) hour shift or as per current practice.

6.04 (a) Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the Employee's previous shift.

(b) Employees who work twelve (12) hour shifts shall not normally be required to work on average more than four (4) consecutive days between days off. Employees will receive seven (7) days off in each two (2) week period, which unless mutually agreed upon otherwise, shall be given in no more than three

(3) segments. Where operational requirements permit, Employees shall receive every second weekend off as per main agreement 6.04.

- 6.05 All hours worked in excess of twelve (12) hours per day or eighty (80) hours per bi-weekly pay period shall be considered as overtime and shall be paid at the rate of time and one-half (1.5x). Any Employee who chooses time off in lieu of overtime shall receive time off equivalent to the overtime rate. Such time off is to be taken at a time mutually agreeable to Employer and Employee. Overtime rates for the scheduled eight (8) hour shifts are as per present Collective Agreement. Casuals from another unit not on a 12 hour shift rotation will not be entitled to overtime after eight (8) hours worked or prior to eighty (80) hours bi-weekly when covering shifts on 12 hour units.
- 6.06 Employees who work a scheduled twelve (12) hour shift on a paid holiday shall be paid in addition to their regular pay, an additional eight (8) hours pay or by mutual consent, be given an extra eight (8) hours off.

Article 7 - Holidays

- 7.02 When any of the above-noted holidays fall on an Employee's scheduled day off the Employee shall receive an additional eight (8) hours off at a time mutually agreed upon between the Employee and the Employer. Part-time, temporary and casual Employees will receive such pay on a pro-rated basis.

Article 8 - Vacation

- 8.01 Every Employee covered by this Agreement, following completion of one (1) year's continuous service with the Employer, shall be entitled to an annual vacation with pay not to exceed 120 hours.
- 8.02 Every Employee covered by this Agreement, following completion of seven (7) years continuous service with the Employer, shall be entitled to an annual vacation with pay each year not to exceed 160 hours.
- 8.03 Every Employee covered by this Agreement, following completion of fifteen (15) years continuous service with the Employer, shall be entitled to an annual vacation with pay each year not to exceed 200 hours.
- 8.04 Each Employee covered by this Agreement shall receive an additional eight (8) hours off for each legal holiday that occurs during their vacation period, to be taken at a time mutually agreeable to such Employee and the Employer.
- 8.05 The Employer agrees that all Employees covered by this Agreement may select their vacation to be any time throughout the year as agreed between the Employer and Employee. Employees entitled to eighty (80) hours or more vacation may split their vacation time into two (2) or more periods to be taken as mutually agreed between the Employer and the Employee provided there is no additional cost to the Employer.

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Article 9 - Sick Leave

9.01 All Employees covered by this Agreement, who have completed the probationary period with the Employer as defined in Article 13.01, but retroactive to the date of employment, shall be entitled to a maximum of 144 hours sick leave with pay each year computed in the manner hereinafter provided.

9.02 In computing the number of days sick leave with pay to which any Employee covered by this Agreement is entitled, such Employee, having completed a probationary period as defined in Article 13.01 shall then become eligible to receive 12 hours sick leave with pay for each month worked by such Employee for the Employer.

9.03 Any sick leave to which an Employee covered by this Agreement is entitled, as hereinafter provided in this Article, may be accumulated from time to time up to a maximum of 1400 hours. Employees hired from the date of signing of this (August 6, 2003) Agreement will only accumulate a maximum of 1200 hours.


This Memorandum of Agreement shall remain in effect unless one party gives to the other party thirty (30) calendar days notice of its intention to terminate the Agreement. After such thirty (30) days notice, this Agreement shall become null and void and the provisions established in the Collective Agreement shall apply.

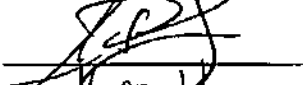
The Parties further agree that, during the thirty (30) days notification period, the Parties will meet to discuss the reasons for termination of this Memorandum of Agreement and to determine if other mutually acceptable arrangements can be made.


Signed this 19th day of May, 2023.

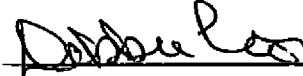
SAINT VINCENT'S NURSING HOME

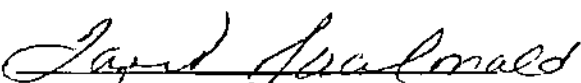
CUPE, LOCAL 1082

















WITNESS

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APPENDIX "E"

Memorandum of Agreement

between

Saint Vincent's Nursing Home

and

**Canadian Union of Public Employees
Local 1082**

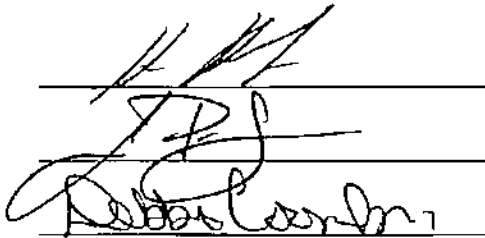
Re: Meal Allowance

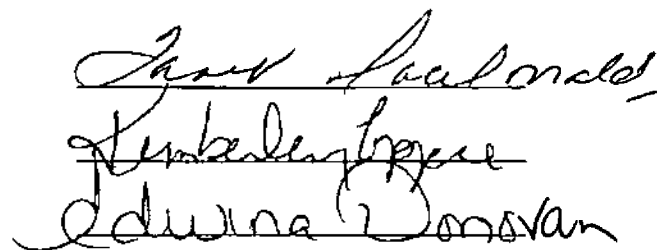
Any Employee in the nursing department working a double shift where there are no meals provided by the Employer (from 2300 - 0700 hours) shall be provided with a meal allowance of fifteen (\$15.00) dollars.


Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082







WITNESS

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APPENDIX "F"
Memorandum of Agreement

between

Saint Vincent's Nursing Home

and

**Canadian Union of Public Employees
Local 1082**

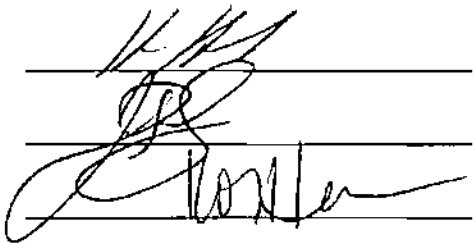
Re: Increments

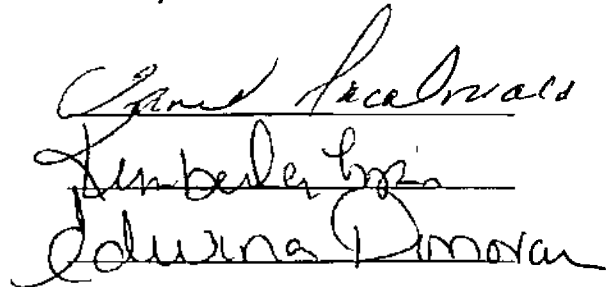
Except as provided under Article 6.15 for LPN and GPN Staff, Employees in a classification with an increment scale shall advance on the increment scale on the anniversary date of their hire. Where the Employee is absent without pay for reasons other than Pregnancy, Parental or Adoption leaves, WCB or other paid absences where the Employee is receiving pay from the Employer, the anniversary date shall be altered in direct relationship to the length of the unpaid leave of absence in excess of one month. The annual increment becomes payable to the Employee on the next regular pay after the adjustment.

Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082







WITNESS

WITNESS

APPENDIX "G"

LETTER OF UNDERSTANDING

BETWEEN:

SAINT VINCENT'S NURSING HOME (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1082 (the "Union")

RE: PREMIUM PAY FOR SPECIAL SKILLS

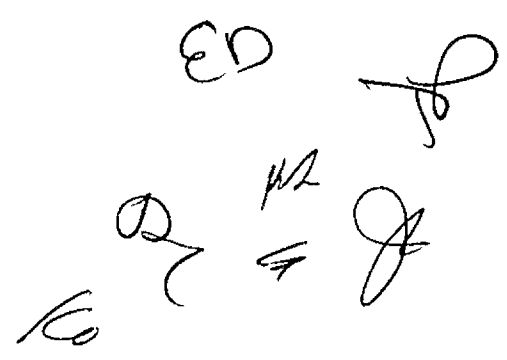
WHEREAS the Employer and the Union have agreed that the full range of pastry chef / baking duties performed at Saint Vincent's Nursing Home require special skills.

AND WHEREAS Journeyman Cooks normally perform the baking duties at Saint Vincent's Nursing Home but occasionally non-Journeyman Cooks are asked to perform pastry chef/baking duties.

AND WHEREAS notwithstanding that "pastry chef" and "baker" are not separate classifications under the Collective Agreement between the parties and that Article 23.01 of the Collective Agreement therefore has no application, the Employer has agreed to provide a premium for non-Journeyman Cooks while performing the full range of pastry chef/baking duties,

NOW THEREFORE the parties agree that effective upon the execution of this Letter of Understanding, when Employees in the non-Journeyman Cook classification are assigned by the Employer to perform the full range of pastry chef/baking duties, they shall receive premium pay of \$1.50 per hour while performing such duties.

The Union hereby withdraws all outstanding grievances relating to or referring to Article 23.01 of the Collective Agreement including Grievance # 03-10-07 #6 and Grievance #02-01-07 #4.

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Signed this 1st day of May, 2023.

SAINT VINCENT'S NURSING HOME

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CUPE, LOCAL 1082

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APPENDIX "H"

MEMORANDUM OF AGREEMENT

BETWEEN:

SAINT VINCENT'S NURSING HOME (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1082 (the "Union")

RE: CASUAL EMPLOYEES

A Casual Employee is an Employee who becomes a member of the bargaining unit after 480 hours worked with seniority to date of hire. They are on call as required and can be scheduled for anything as required that cannot be covered by a Regular Part time Employee in accordance with Article 1.06 3 (b):

1. All Casual Employees must be available to work a minimum of 40 hours in a 4 week period if required by the Employer with the exception of during peak holiday times. (2nd Monday in June through to 2nd Monday in September and December 15th to January 7th.) During these peak holiday times, they are required to be available if needed, to work up to and including full time hours to meet staffing requirements.
2. Employees in Environmental Services and Nutrition Services must be available to work early or late shifts, as required by the Employer, on two weekend days per four week period and for all other Casual Employees, at least 16 of the 40 hour minimum availability must be during weekend shifts (Saturday / Sunday) as required by the Employer.
3. Casual Employees in the Nursing Department must be available for work on the day / evening / night shifts which includes eight (8) and twelve (12) hour shifts.
4. Casual Employees are required to work on all floors or work areas (as appropriate) depending on the department they were hired for, as directed. Casuals may be trained in other departments if they so choose, and, if they do so, the departments they have been trained in shall be appropriate.
5. Casual Employees must be available to work Christmas Day and New Year's Day and will be subject to 6.12 of the Collective Agreement.
6. Casual Employees must provide a minimum of two (2) weeks' notice in advance of the posting of the schedule should their availability change.
7. Casual Employees are required to provide the Employer with ongoing availability

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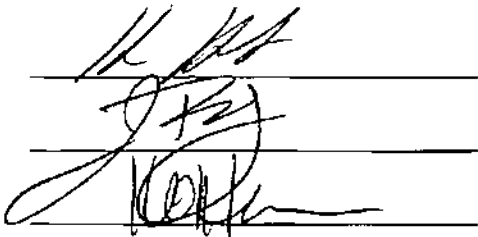
submissions to be submitted by the Employee by the predetermined dates throughout the year. Booked shifts will be confirmed by the time the schedule is posted.

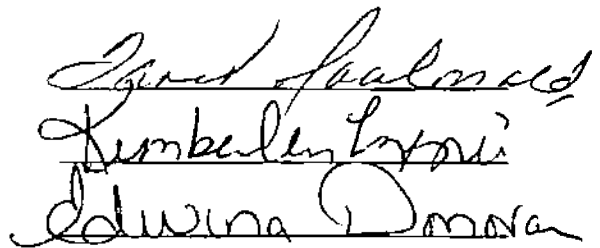
8. Casual Employees must confirm acceptance of offered shifts that become available after the posting of the schedule.
9. Scheduling for Casual Employees prior to the schedule being posted will be in accordance with 6.13 of the Collective Agreement.
10. Extra shifts will be assigned in accordance with Article 6.13 of the collective agreement.
11. Once a Casual Employee has been scheduled or booked for a shift the Employee is required to attend work for that time unless the shift is cancelled by the Employer.
12. After the schedule is posted Casual Employees must notify the Employer as to any changes to their availability for the days they were not scheduled.
13. A Casual Employee may exchange booked shifts with the approval of their supervisor. Employees are permitted to exchange up to 3 shifts in a month.
14. Failure to abide by the availability requirements as outlined in this MOA or refusing offers of work which coincide with the Employees availability may result in progressive discipline.

Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082






WITNESS

WITNESS

APPENDIX "I"

MEMORANDUM OF AGREEMENT

BETWEEN:

SAINT VINCENT'S NURSING HOME (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1082 (the "Union")

RE: JOINT PROVINCIAL COMMITTEE – WCB

A joint provincial committee will be struck to develop guidelines for how Employees should be compensated under the existing language. These guidelines would include instructions for the correct application of the top-up while in receipt of WCB benefits. The guidelines would be used by Employers to correctly apply the WCB language.

Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082

[Handwritten signatures for Saint Vincent's Nursing Home]

[Handwritten signatures for CUPE, Local 1082]

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WITNESS

WITNESS

APPENDIX "J"

MEMORANDUM OF AGREEMENT

BETWEEN:

SAINT VINCENT'S NURSING HOME (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1082 (the "Union")

RE: DENTAL PLAN

The parties agree that dental benefits will be made available to all permanent Employees in the bargaining unit in accordance with the following:

1. Dental benefits will be made available to permanent Employees in the bargaining unit effective January 1, 2014 but, in any event, no later than February 1, 2014.
2. Subject to the eligibility requirements of the plan selected by the Employer, participation in the plan will be mandatory for all Employees, except where satisfactory proof of coverage under a spousal plan is provided. The Employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given Employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082

 WITNESS

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APPENDIX "K"

MEMORANDUM OF AGREEMENT

BETWEEN:

SAINT VINCENT'S NURSING HOME (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1082 (the "Union")

RE: ADMITTING RESIDENTS

Whereas the parties acknowledge that there are residents admitted who have complex needs and behaviours.

Therefore:

The parties agree to form a committee in response to the union's request for appropriate communication and information being available for staff. The purpose of the committee will be to consult, review and, if necessary, enhance the process used by the Employer to share information about incoming residents with staff.

The Committee will consist of 2 members from each party.

They will meet within thirty (30) days of signing of this Agreement.

Signed this 19th day of June, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082

[Signature]
[Signature]
Debbie Lamer

[Signature]
Kimberly Lamer
Edwina Donda

[Signature]
WITNESS

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APPENDIX "L"

MEMORANDUM OF AGREEMENT

BETWEEN:

SAINT VINCENT'S NURSING HOME (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1082 (the "Union")

RE: SCHEDULING REVIEW - NURSING

WHEREAS both parties proposed amendments to Article 6.04 of the Collective Agreement during the round of collective bargaining for the renewal of the Agreement that expired on October 31, 2020;

AND WHEREAS the parties anticipate changes in the staffing needs of the workplace;

THEREFORE the parties agree:

1. A Scheduling Committee will be established, composed of 3 representatives of management and 3 representatives of the union;
2. The Scheduling Committee will meet within 30 days of the ratification of the new collective agreement and then on an as needed basis to develop new schedules;
3. In developing the new schedules, the Scheduling Committee shall take into account:
 - a. the ability to provide safe care for all clients;
 - b. the work/life balance of Employees;
 - c. the seniority and wishes of existing Employees;
 - d. the potential to maximize the number of full time positions; and
 - e. the possibility of permanent day/evening (CCA) as well as days/nights (LPN); and
4. The Scheduling Committee shall not be constrained by the provisions of Articles 6.03 and 6.04 in developing the new schedules, especially in light of paragraph 3(d).

Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

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CUPE, LOCAL 1082

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WITNESS

APPENDIX "M"

Memorandum of Agreement

between

Saint Vincent's Nursing Home

and

**Canadian Union of Public Employees
Local 1082**

RE: LPN Practice Premium

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

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

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

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

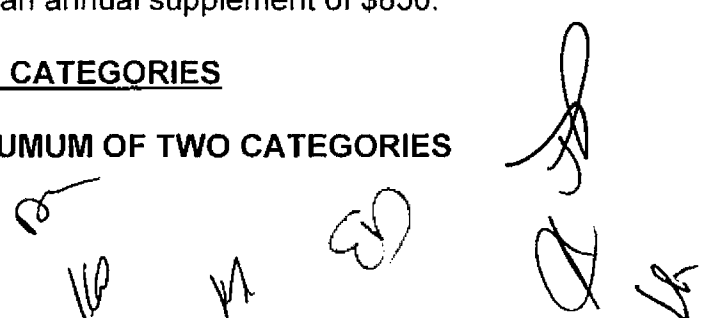
In order for an LPN to qualify they must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the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

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

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

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

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F. E-LEARNING (5 POINTS)

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

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

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

Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

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WITNESS

CUPE, LOCAL 1082

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WITNESS

APPENDIX "N"

Memorandum of Agreement

between

Saint Vincent's Nursing Home

and

**Canadian Union of Public Employees
Local 1082**

Re: Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and including 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 from the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair at 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 the 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 prevention or addressing discrimination and achieving the goals of diversity, equity and including 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 within the workplace.

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

WA

to

Dr

ED

SP

S JK

Signed this 19th day of May, 2023.

SAINT VINCENT'S NURSING HOME

CUPE, LOCAL 1082

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