

COLLECTIVE AGREEMENT

BETWEEN

**NORTHWOOD IVY MEADOWS CONTINUING CARE COMMUNITY
(hereinafter referred to as “the Employer”)**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3618
(hereinafter referred to as “the Union”)**

Term of the Agreement:

November 1, 2020 to October 31, 2023

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PREAMBLE

WHEREAS the Employer and the Union recognize that:

- (a) the common object of the Employer, the Union and the employees is the rendering of the highest standard of care possible to the clients of the Northwood Ivy Meadows Continuing Care Community within the bounds of the resources available;
- (b) a relationship with good will, respect and dignity is essential between the Employer, the employees and the clients;
- (c) at all times the Employer and the Union will encourage efficiency in operations;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1.01 Definitions

For the purposes of this Agreement:

- (a) **“Regular Hours Worked”**

means hours actually worked at the regular rate of pay.

- (b) **“Regular Hours Paid”**

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 paid holiday hours and paid sick leave, unpaid Union leave reimbursed by the Union, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours worked and hours paid directly or indirectly by a third party.

- (c) **“Employee”**

means a Regular Full-Time employee or Regular Part-Time employee in the bargaining unit.

- (d) **“Employer”**

Means Northwood Ivy Meadows Continuing Care Community.

(e) **“Probationary Period”**

Means a period of five hundred and sixty (560) hours from date of hire into a bargaining unit position.

(f) **“Regular Full-Time employee”**

means persons who have served the probationary period and who are normally employed to work ~~an average of~~ eighty (80) hours per bi-weekly pay period.

(g) **“Regular Part-Time employee”**

means persons who have served the probationary period and who are normally employed to work less than the ~~average~~ eighty (80) hours per bi-weekly pay period. Regular Part-Time employees shall receive benefits on a pro rata basis of actual hours worked to Full-Time hours, unless otherwise stated in the specific terms of this Agreement.

(h) **“Week days”**

means Monday to Friday inclusive but excluding holidays as set forth in Article 18.

(i) **“Casual Employee”**

means a person who is called on a day-to-day basis as per the casual call-in list. The provisions of this Agreement do not apply to Casual employees unless indicated in the Article.

(j) **“Date of Hire”**

means the first day on which an employee earns pay in a bargaining unit position.

(k) **“Term Position”**

means a full-time or part-time position for a period of twelve (12) months or more. A term position shall be posted pursuant to article 15.01. The employer shall indicate on the posting the expected duration of the position, which may be extended, shortened or terminated at any time.

If a term position is filled with a Regular Full-Time or Part-Time employee, he/she shall qualify for sick, vacation and holidays according to the actual hours worked by the employee while in the term position. Participation in

the benefit plans shall be in accordance with the eligibility terms of the respective plans. Upon the termination of a term Position, a Regular employee shall return to the status he/she previously held.

If a term position is filled with a non-bargaining unit member, he/she shall become a member of the bargaining unit but shall cease to be a member of the bargaining unit upon termination of the term position. Such employees shall qualify for sick, vacation and holidays according to the actual hours worked by the employee while in the term position. Participation in the benefit plans shall be in accordance with the eligibility terms of the respective plans. Upon termination of the term position, he/she ceases to be an employee. In the case of a casual employee who completes a term assignment, he/she she shall return to casual status as defined in Article 1.01 (hi).

(l) **“Service”**

A year of service shall be 2080 regular hours paid. Part-time and casual employees shall accumulate service based on the total of the hours paid (excluding overtime). For purposes of vacation entitlement under Article 19 only, time spent by an employee on unpaid pregnancy/adoption/parental leave or on Worker’s Compensation benefits following the signing date of this collective agreement, shall be included in the calculation of regular hours paid in determining the rate of vacation accumulation.

1.02 Gender

Unless any provision of this agreement specifies otherwise, personal pronouns including the plural shall include individuals of any gender.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Right to Manage the Northwood Ivy Meadows Continuing Care Community

The Employer reserves and retains, solely and exclusively, all rights to manage the Northwood Ivy Meadows Continuing Care Community, and direct its working forces, except to the extent that such rights are expressly abridged by the specific provisions of this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

ARTICLE 3 - UNION RECOGNITION

3.01 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 3618 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of only Regular Full-Time and Regular Part-Time employees of the Employer at the Northwood Ivy Meadows Continuing Care Community, but excluding those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act* and those persons excluded by certification order L.R.B. No. 4026.

3.02 Mutual Agreements with Employees

There shall be no written or verbal agreements between an individual bargaining unit employee or group of bargaining unit employees and the Employer which conflicts with the terms of this Agreement.

3.03 Member Outside the Bargaining Unit

Employees outside the bargaining unit, who might be required to perform duties normally done by members of the bargaining unit, shall do so in such a manner as to avoid undue or unnecessary hardship to any member of the said bargaining unit.

3.04 Application of the Agreement

This Agreement applies to only Regular Full-Time and Regular Part-Time employees.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

- (a) All Parties agree that there shall be no discrimination against any employee on any grounds set out in the *Human Rights Act* of Nova Scotia.
- (b) The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.
- (c) The Employer, Union and Employee shall support a workplace that is free from bullying behavior.
- (d) A grievance may be filed where there is an allegation of harassment or bullying.

ARTICLE 5 - UNION MEMBERSHIP

5.01 Membership in the Bargaining Unit

As a condition of employment, all employees who are now members of the Union shall remain members of the Union and new employees shall become members of the Union upon hired into a bargaining unit position.

5.02 Union Activities during Working Hours

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as otherwise provided herein.

5.03 Acquaint Employees with Union Agreement

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off by making it available on the Staff Resource Hub (employee internet portal).

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Union Dues Deductions

The Employer shall deduct dues from the wages of each member of the Union.

6.02 Dues Remittance

Monies deducted from wages pursuant to Article 6.01 shall be deducted from every payroll and shall be forwarded to the Ottawa office of the Union not later than the fifteenth (15th) day of the following month accompanied by a list of names from whose earnings the deductions have been made.

6.03 Account of Union Dues

At the same time that income tax (T-4) slips are made available on Avanti, the Employer shall include on the slip the amount of Union dues paid by each employee in the previous year.

6.04 Employer Indemnity

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of action taken by it for the purpose of complying with the provisions of this Article.

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

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

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

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence between the Parties

All correspondence between the parties relating to this Agreement or incidental thereto shall pass to and from the Employer's Administrator or designate and the Recording Secretary of the Union or designate.

7.02 Mode of Correspondence

All such correspondence shall be sent by fax, mail, email or hand delivered.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 Labour Management Committee

The Employer and the Union shall establish a Labour Management Committee made up of not more than three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. An Employer representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.

8.02 Committee Meetings

The Committee shall meet to foster good communications and effective working relationships between the parties in the spirit of co-operation and good will within the Northwood Ivy Meadows Continuing Care Community. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall not have the power to add, to modify or amend this Agreement.

8.03 Frequency of Meetings

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

8.04 Minutes of Meetings

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

ARTICLE 9 - UNION REPRESENTATION

9.01 Union's Collective Bargaining Committee

The Union's Collective Bargaining Committee may consist of not more than four (4) Union members, plus alternates. The Employer shall be advised of the names of the Committee members and alternates prior to the commencement of negotiations.

9.02 Union Representatives

The Union shall not be prevented by the Employer from having the assistance of a representative from the Canadian Union of Public Employees for meetings with the Employer as required in the grievance procedure or during collective bargaining. The Canadian Union of Public Employees representative may have access to the Employer's premises with the prior approval of the Employer, which approval shall not be unreasonably withheld.

9.03 List of Union Officers

The Employer shall be provided with a list in writing of all the Union officers and their terms in office and shall be immediately advised of any changes to the list.

9.04 List of Union Stewards

The names and addresses of the Union stewards and their terms of office shall be given to the Employer in writing. The Employer shall be notified immediately of any change to the list of stewards.

9.05 Union Bargaining Committee

Any representative of the Union on the Bargaining Committee who is an employee of the Employer, shall have the right to attend negotiation meetings. The Employer agrees to pay these employees at their regular straight time rate for each day spent in negotiations. In return, the Union agrees to fully reimburse the Employer for all salary and benefits paid to these employees as a result of negotiations.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Grievance Defined

A dispute between the Employer and the employee regarding the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or an allegation that this Agreement has been violated, may be the subject of a grievance by either the Employer, the Union or an employee.

10.02 Grievance Procedure

(a) Informal Step:

Both parties recognize the benefit of resolving differences or disputes as quickly as possible and, therefore, the parties agree that employees shall discuss such issues with their immediate supervisor within five (5) week days of the actual occurrence or the date on which the employee becomes aware of the event giving rise to the difference or dispute. The employee may have the assistance of a Union Representative if requested. If the discussion does not resolve the issue, it may be referred within five (5) days of the supervisor's reply to the Grievance Procedure for resolution.

(b) **Formal Steps:**

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

Step 1

If the Union is not satisfied with the reply from the Supervisor in the Informal Step, the Union may, within five (5) week days from the date of the reply in the Informal Step, submit the grievance in writing to the appropriate Director or designate. The grievance must state the details of the complaint and the Articles of this Agreement being relied on by the Union. The Director or designate shall have five (5) week days to reply in writing to the Union.

Step 2

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

10.03 Individual Grievances

Any grievance that relates to an individual member of the Union shall be signed by the employee and the Union.

10.04 Group Grievances

Any grievance that relates to a group of employees may be submitted by the Union as a single grievance. It shall list the employees affected and be signed by each of those employees. Any such grievances shall follow the grievance procedure as set out in Article 10.02.

10.05 Policy Grievances

Any policy grievance of the Union or any Employer grievance must be submitted in writing, including the particulars of the alleged violation and the Articles of this Agreement being relied upon, by the Employer directly to the Union President or by the Union directly to the Administrator or designate, within ten (10) week days of the event giving rise to the grievance. If no satisfactory settlement is reached

within ten (10) week days following receipt of the grievance it may be submitted by the grieving party to arbitration. This shall be reserved for grievances of a general nature for which the regular grievance procedure for employees is not available and it shall not be used to by-pass the regular grievance procedure provided for employees.

10.06 Time Limits

- (a) It is agreed that the filing and processing of any grievance must strictly follow the grievance procedure and all the steps thereof and within the applicable time limits. Failing to meet time limits shall result in the grievance automatically being withdrawn.
- (b) Notwithstanding the above, the parties agree that at any step the time limits may be extended, in writing, by mutual consent. Failure to meet this extended time limit shall result in the grievance automatically being withdrawn.

10.07 Union Grievance Committee

The Stewards selected shall constitute the Grievance Committee along with the officers of the local union.

10.08 Union Stewards Performance of Duties

The Employer agrees that the Stewards shall not be unduly hindered in the performance of their duties. The Union recognizes that each Steward is employed by the Employer and will not leave work during working hours without first obtaining the permission of the Supervisor, which permission shall not be unreasonably withheld.

10.09 Grievance Meetings

At each step of the Grievance Procedure, the grievor shall have the right to be present at meetings with the Employer, with the representation of one (1) member of the Union's Grievance Committee.

ARTICLE 11 - ARBITRATION

11.01 Strict Application of Procedure

No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.

11.02 Notice of Arbitration

Subject to Article 11.01 the Employer or the Union may refer a matter to arbitration by giving notice to the other party within ten (10) week days of the date of the final reply of the other party in the grievance procedure.

11.03 Sole Arbitrator

Any matter referred to arbitration shall be heard by a sole arbitrator appointed by the mutual consent of the parties. Should the parties two appointed members fail to agree upon an Arbitrator, the Arbitrator shall be appointed by the Minister of Labour and Advanced Education of the Province of Nova Scotia upon the application of either party shall be binding on both parties.

11.04 Grievance Arising out of Discharge or Discipline

- (a) The Arbitrator shall not be authorized to alter or modify any part of the collective agreement. The decision of any Arbitrator appointed to hear the case shall be binding on all parties to dispute.
- (b) In determining any grievance arising out of discharge or other discipline, the Sole Arbitrator ~~or the Board of Arbitration~~ may dispose of the matter by affirming the Employer's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may, in the opinion of the Sole Arbitrator or Board of Arbitration, be appropriate.

11.05 Expense of the Arbitrator

The Employer and the Union shall pay an equal share of the fees and expenses of the Sole Arbitrator.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 Period of Probation

Newly hired employees shall be on probation for a period of five hundred and sixty (560) actual hours worked from the date of hire into a bargaining unit position. Notwithstanding anything contained in this Agreement, during the probationary period an employee may be dismissed by the Employer.

12.02 Benefits during Probationary Period

During the probationary period an employee shall be entitled to accrue vacation

and holiday benefits as provided in the Agreement. Sick leave benefits shall be provided to an employee during the probationary period.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Right to Discipline, Suspend or Discharge

The Employer reserves the right to discipline, suspend or discharge employees for just cause.

13.02 Right to Have Steward Present For Discipline

Prior to the imposition of discipline or discharge, the employee shall be notified and shall have the right to have a Steward or Union representative present. The employee shall be given the reason for the discipline or discharge in the presence of the Steward or Union representative. The employee and the Union shall be notified within five (5) days, in writing, of the reason(s) for such discipline or discharge. In an emergency situation or where an employee, employer or client is in jeopardy, there shall be no undue delay in disciplinary actions because of unavailability of a Steward or Union representative.

13.03 Right to Review Personnel File

An employee shall have the right to have access to and review his/her personnel file at a time mutually agreed upon by the parties.

13.04 Employee Record

- (a) The record of an employee shall not be used against the employee at any time after twenty- four (24) months (excluding alcohol, drug, theft, sexual harassment or client abuse reasons) following a suspension or disciplinary action, including letters of reprimand or verbal warnings unless there has been further disciplinary action during that twenty-four (24) months.
- (b) The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an employee the existence of which the employee was not made aware of at the time of filing.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

- (a) Subject to the provisions of this Agreement, seniority is defined as the most recent date of hire with the Employer, and shall be used in determining layoffs, preference or priority for promotion in accordance with Article 15.01 (b), permanent reductions of the work force and recall. Seniority shall operate on a bargaining unit wide basis.
- (b) Seniority shall be used for no other purpose unless so stated in this Agreement.

14.02 Seniority List

An up-to-date seniority list shall be provided to the Union in January of each year. Each seniority list shall be deemed to be correct unless the Union gives notice to the Employer not later than thirty (30) days following the time the list was provided to the Union of any inaccuracies.

14.03 Loss of Seniority

An employee shall not lose seniority if the employee is absent from work because of sickness, disability, accident, Workers' Compensation, pregnancy leave, parental leave, layoff up to one (1) year, or leave of absence approved by the Employer. An employee shall lose seniority and employment shall be terminated in the event that:

- (a) the employee resigns; or
- (b) the employee is discharged for just cause and is not reinstated; or
- (c) the employee is laid off for a period of more than one (1) year; or
- (d) the employee is absent from work for any reason for a period of more than two (2) years excluding those employees on WCB or an approved medical leave of absence; or
- (e) the employee is absent from work for more than three (3) consecutive scheduled work days without securing leave of absence from the Employer when it was possible for the employee to be in contact with the Employer; or
- (f) the employee fails to return to work within five (5) days after recall notice is given to the employee personally or by registered mail to the employee's last address filed with the Employer. It shall be a condition of

possible future recall that all employees keep the Employer informed of their current mailing address and telephone number; or

- (g) the employee fails to return to work following an approved leave of absence on the day set out when the leave was granted unless extenuating circumstances prevent the employee from doing so; or
- (h) the employee retires for any reason.

14.04 Filling Available Shifts

To fill available shifts, the Employer agrees to offer such shifts on the basis of an employee's stated availability and seniority in the following order:

- (a) to Regular Part-Time employees on a straight time basis based on seniority; then
- (b) to Casual employees on a straight time basis; then
- (c) to Regular Full-Time employees on the basis of seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Determining and Filling Vacancies

- (a) When the Employer determines that a regular, term or temporary Position or vacancy within the bargaining unit is to be filled, the Employer shall post notice of the position on the Staff Resource Hub (employee internal portal) for five (5) week days. Any applicant from within the bargaining unit must make his written application within this period.
- (b) For promotions, transfers and filling vacancies the skills, qualifications and ability of employees to immediately perform the work in question shall be the factors assessed and determined by the Employer. When all of these factors are relatively equal between two or more applicants, seniority shall be the determining factor.

15.02 Notice of Vacancy

Such notice shall contain the following information:

- (a) the nature of the position; and
- (b) the number of guaranteed shifts; and

- (c) the required knowledge, education and skills; and
- (d) the unit if applicable; and
- (e) the wage or salary rate.

15.03 Temporary Position

- (a) The Employer shall have the right to fill a position within the bargaining unit on a temporary basis not to exceed thirty (30) days without posting as per article 15.01 until a permanent appointment has been made.
- (b) The Employer shall have the right to fill a position within the bargaining unit on a temporary basis that is greater than thirty (30) days but less than twelve (12) months in the case of an approved leave of absence of a bargaining unit employee. The position may be terminated at any time at the discretion of the Employer. The position shall be posted as per article 15.01.
- (c) A Regular employee hired to work on a temporary basis in accordance with this article shall remain a member of the bargaining unit and shall qualify for sick, vacation and holidays according to the actual hours worked in the temporary position. Participation in the benefit plans for the Regular employee shall be in accordance with the eligibility terms of the respective plans. Upon termination of the position, the Regular employee will return to the status previously held.

15.04 Trial Period

In filling a vacancy in an existing or new position within the bargaining unit, a successful applicant who is currently an employee of the Employer shall be on a trial period in his new position for a period of up to three hundred and sixty (360) hours of actual work in that position. Conditional upon satisfactory performance, the employee shall be declared regular after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if such employee is unable to perform the duties of the new position, the employee shall be returned to his former position at his former rate of pay and without loss of seniority. Any employee promoted or transferred because of any rearrangement of positions within the bargaining unit shall be returned to the employee's former position at the former rate and without loss of seniority.

15.05 Diversity

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

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

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Layoff Defined

A lay-off shall be defined as a reduction in the workforce or a reduction in an employee's regular hours.

16.02 Principles of Layoff

Both the Employer and the Union recognize the following principles:

- (i) that job security shall normally increase in proportion to length of service;
- (ii) that, in the event of a layoff, senior employees should, to the extent possible, retain their regular number of hours over more junior employees; and
- (iii) that the goal of the displacement procedure is to maintain, and not to improve, an employee's status.

16.03 Order of Layoff

Therefore, in the event of a reduction of employees in a classification, employees shall be laid off in reverse order of seniority in the classification affected.

16.04 Options for Lay-off

An employee who is subject to a lay-off shall have the right to either:

- (i) accept a reduced number of hours;
- (ii) accept the lay-off;

- (iii) opt to retire, if eligible; or
- (iv) displace another employee(s) in accordance with the displacement procedure set out below in Article 16.05.

16.05 Displacement Procedure

- (a) An employee who chooses to displace another employee(s) through option (iv) of Article 16.04 above shall have the right to maintain her regular number of hours by displacing the least senior employee(s) within the classification, subject to operational requirements.
- (b) Where the displaced least senior employee in the classification is not the least senior employee in the bargaining unit, then the displaced employee may displace the least senior employee(s) in the bargaining unit for which the displaced employee meets the threshold requirements of the position, to the extent required to retain her regular number of hours.
- (c) Where the displaced employee is unable to meet the threshold requirements of the position of the employee with the least seniority, the employee shall displace the next least senior employee for which the employee meets the threshold requirements of the position, and so on until the displaced employee meets the threshold requirements of a position, to the extent required to retain her regular number of hours.

16.06 Any employee displaced by a lay-off will have the option of participating in any training programs offered at Northwood Ivy Meadows Continuing Care Community. The employee shall not be paid by the Employer to take the training program, nor will his/her registration fees be paid by the Employer.

16.07 Regular employees who are laid off will be called in (in order of seniority) for any casual shifts for which they are qualified and will be paid at the regular rate of pay before any casual employees are called. Any laid off employee who would like to be called for casual shifts will provide the Employer with their availability.

16.08 Restrictions on Displacement

An employee cannot displace into a position requiring higher qualifications, paying a higher rate or having a greater number of regular hours.

16.09 Notice of Layoff

Two (2) weeks written notice of lay-off shall be given to employees except lay-offs as a result of labour disputes or circumstances beyond the control of the Employer, in which case as much notice as possible shall be given.

16.10 Order of Recall

Employees shall be recalled in order of their bargaining unit wide seniority provided that they are immediately able to fully and competently perform the work. Notwithstanding the provisions of Article 15, employees on lay-off shall be given the first opportunity for recall to vacancies that occur to positions which have the same or lesser hours that the employee worked prior to the lay-off. The employee returning from lay-off must be immediately able to perform the duties of the vacancy or newly created position.

16.11 Recall Procedure

An employee shall be notified of the opportunity for recall in the most expeditious manner possible.

- (a) The employee shall then indicate to the Employer within five (5) calendar days of receipt of the recall notice, the intention to either accept or decline the recall. Failure to notify the Employer shall be a resignation. If the employee accepts the recall, the employee must be available to return to work within fourteen (14) calendar days of the notice of recall. If the employee rejects the opportunity for recall the employee shall be continued on the layoff /recall list.
- (b) Three successive refusals of recall opportunities may result in the employee being removed from the layoff/recall list and shall result in the forfeiture by the employee of all recall rights in this Agreement. If an employee refuses to work a casual shift, such refusal shall not be deemed to be a recall refusal.
- (c) Employees are responsible for leaving their current address and phone number with the Employer.

16.12 Casual and Temporary Shifts during Layoff

- (a) An employee on layoff may be assigned to work shifts on a casual or temporary basis whereby the employee's status as a laid off Regular employee shall not change. The total of the days worked by a bargaining unit employee on layoff in a casual or temporary position for a period of less than six (6) months shall extend the recall period as set out in Article 14.03 (c), by that total number of days worked.
- (b) An employee recalled to a temporary position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

16.13 New Employee Hiring

No new employees shall be hired to fill a Regular position until those employees laid off, have been given an opportunity for recall provided that they are immediately able to fully and competently perform the work.

16.14 Grievances Concerning Displacement

Grievances concerning lay offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

16.15 Notice of Layoff to the Union

The Employer shall notify the Union of a pending lay off in advance as soon as is reasonably possible.

ARTICLE 17 - HOURS OF WORK

17.01 Normal Hours of Work

(a) The normal hours of work for a Regular Full-Time employee shall be eighty (80) hours per two (2) week period. The schedule of shifts shall be as determined by the Employer.

17.02 Overtime Premium

Except as otherwise provided, time worked that is consecutive and in excess of regular shifts of eight (8) hours or eighty (80) hours in a two (2) week pay period shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay. Overtime premium will not be paid by the Employer as a result of an exchange in shifts between two (2) employees.

17.03 Overtime Pre-Requisite

Overtime premiums shall only be paid if approved in advance by the Employer.

17.04 Storm Days or Emergencies

In the event of storm days or emergencies, the Employer may suspend the usual call-in procedures and on such occasions an employee may request additional hours (as opposed to being required to work), and, if approved by the Employer, any such additional hours shall be compensated at the rate of time and one-half the employee's regular rate of pay.

17.05 Meal and Rest Breaks

- (a) employees who work a shift of eight (8) hours but less than twelve (12) hours shall be entitled to one (1) thirty (30) minute paid meal break and two (2) fifteen (15) minute paid rest periods.
- (b) employees who work a shift of four (4) hours shall be entitled to one (1) fifteen (15) minute rest period.
- (c) employees who work a shift other than those described in (a) and (b) shall be entitled to paid rest periods/meal breaks pro rated to the eight (8) hour shift entitlement.
- (d) All paid meal breaks/rest periods shall be taken at such times as authorized by the Employer.

17.06 Posting Work Schedules

Work schedules shall be posted every four (4) weeks and shall be posted two (2) weeks in advance. Such schedules shall not be subject to change unless notification has been given to the employee or unless mutually agreed between the employee and the Employer. Such posting shall be made at least four (4) calendar weeks prior to Christmas.

17.07 Exchange of Shifts

An employee wishing to occasionally exchange a shift may do so after making arrangements with another employee and obtaining prior written permission from the Employer. Such exchange of shifts can only be with employees in the same classification and shall not result in any additional cost to the Employer.

17.08 Employee Called in for a Shift

When an employee is called in by the Employer to work a shift one half (1/2) hour or less prior to the commencement of the shift, and arrives within one (1) hour of the commencement of the shift then the employee shall be paid for the full shift provided the employee works until the normal completion of the shift.

17.09 Employee Sent Home for Scheduling Errors

Should an employee be called to replace an available shift and arrives at work and is sent home due to a scheduling error, the employee shall receive four (4) hours compensation at the employee's regular rate of pay.

17.10 Double Shifts

When an employee is required to work a double shift, that employee shall have the next day off, if requested by staff and subject to operational requirements. The second shift shall be paid at time and one-half (1.5 x).

17.11 Hours Off between Shifts

The Employer shall normally provide at least sixteen (16) hours off between regularly scheduled shifts, unless otherwise mutually agreed.

17.12 Call-Back to Work

- (a) When a Regular Full-Time employee is required to report back to work following completion of a shift but before the commencement of their next shift (call back), the Regular Full-Time employee shall be paid at the rate of time and one half (1.5) of their regular hourly rate of pay for a minimum of two (2) hours or for the actual hours worked.
- (b) When a Regular Part-Time employee is required to report to work or is called back to work, the Regular Part-Time employee shall be paid at the regular hourly rate of pay for a minimum of three (3) hours or for the actual hours worked.

17.13 Overtime

Overtime shall be paid out.

17.14 Additional Shifts for Regular Part-Time Employees

- (a) The provisions of overtime shall not apply to a Regular Part-Time employee assigned to work shifts in addition to those for which the employee was scheduled on the posted schedule except when the employee is required to work hours in excess of the average bi-weekly hours (80 hours).
- (b) The Regular Part-Time employee shall indicate an availability to perform extra shifts for the Employer. When the Regular Part-Time employee has expressed an interest, additional shifts may be assigned to fill deficiencies in the work schedule on a straight time basis except as provided in 17.13(b).

17.15 Shift Premium

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

hours worked, including overtime hours worked.

17.16 Weekend Premium

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

ARTICLE 18 - HOLIDAYS

18.01 Recognized Holidays for Regular Full-Time Employees

The Employer recognizes the following as paid holidays for Regular Full-Time employees:

- | | |
|--|------------------|
| New Year's Day | Heritage Day |
| Good Friday | Easter Sunday |
| Victoria Day | July 1 |
| Civic Holiday (Halifax Natal Day unless Halifax County declares a different holiday) | Labour Day |
| National Day for Truth & Reconciliation | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

18.02 Defining the Day of the Holiday

A shift, the majority of which falls within the calendar day of the holiday for an employee, shall be a holiday. If the majority of hours of the shift do not fall within the calendar day of the holiday for an employee, that shift shall not be a holiday.

18.03 Holiday Pay Entitlement

An employee shall only be entitled to holiday pay if the employee has actually worked on his last scheduled working day immediately preceding and the first scheduled working day immediately following the holiday, except for approved sick leave.

18.04 Employees who Work on a Recognized Holiday

- (a) If a casual, part-time or full-time employee works a shift on the calendar date of a holiday listed in Article 18.01, the employee will be compensated at the rate of one and one-half (1.5x) times the employee's regular hourly rate for the hours worked.

- (b) In addition to the compensation for the hours worked on the holiday the Full-Time employee shall be paid eight (8) hours Statutory Holiday pay at their regular rate of pay. The method of compensation shall be pay unless the employee requests that it be banked and taken at a time mutually agreed.
- (c) Part-time and casual employees shall be entitled to holiday compensation on a pro rated basis not to exceed the Full-Time employee entitlement of 104 hours per calendar year (one hour of holiday pay for each 20 regular hours paid).

18.05 Christmas and New Year's Holidays

Subject to operational requirements, all Regular Full-Time and Regular Part-Time employees shall be granted either Christmas Day and Boxing Day or New Year's Day off and an employee who worked Christmas Day and Boxing Day shall normally work New Year's Day the following year and vice versa.

18.06 Application of Labour Standard Code

Holiday provisions of the Labour Standards Code shall apply to all employees if they provide a greater benefit to the employee than as provided in this Agreement.

ARTICLE 19 - VACATIONS

19.01 Vacation Year

The vacation year shall accrue from January 1 to December 31 in each year.

19.02 Year of Service

A completed year of service for employees shall be 2080 regular hours paid by the Employer and the maximum accumulation shall be 2080 hours in any twelve (12) month period. For the purpose of calculating a completed year of service, this shall include hours worked for the Employer by an employee on an Early Return to Work program through Workers' Compensation Board notwithstanding that the Employer is not paying such an employee for that work.

19.03 Vacation Entitlement

An employee shall be entitled to the following amount of time off for vacation based on his completed years of service as of the anniversary date of hire:

- (a) less than one (1) year - one (1) working day for each completed calendar month of service to a maximum of ten (10) working days
- (b) after one (1) year - two (2) weeks
- (c) after three (3) years - three (3) weeks
- (d) after (8) years - four (4) weeks
- (e) after twenty (20) years - five (5) weeks

19.04 Vacation Pay Calculation

- (a) Vacation pay for employees having less than one (1) year of completed service shall be calculated pursuant to the provisions of the Labour Standards Code.
- (b) Vacation pay for Regular Full-Time employees having one (1) year of completed service or more shall be based on the number of weeks of vacation entitlement as determined in Article 19.03 multiplied by their current rate of pay pro-rated for any hours not worked and not paid by the Employer.
- (c) Part time employees will have their vacation leave entitlement pro rated in accordance with their FTE. Paid vacation leave will be based on regular hours paid.
- (d) The current rate of pay is the rate of pay in effect for the employee's classification during the employee's vacation period.

19.05 Vacation Pay

- (a) A Regular Full-Time employee and a Regular Part-Time employee shall, during his period of vacation, receive pay for his regularly scheduled shifts and vacation shifts on his regular payroll deposit without any interruption in pay. Regular part-time employees requesting that vacation credits be paid out shall receive such vacation pay no later than by June 21st.
- (b) All vacation entitlement must be taken by the end of the calendar year (final pay period). However when operational requirements prevent the Employer from scheduling all accrued vacation from the calendar year, the employee may have the option to have the remaining vacation paid out or to carry over a maximum of five (5) days to March 31st of the next year. All unused carried over vacation must be used or paid out by March 31st of the year following the year which the vacation accrued.

19.06 Vacation Requests

Vacation requests shall be governed by the following guidelines:

- (a) Employees shall complete and submit a Vacation Request Form to their immediate supervisor responsible for scheduling on Avanti;
- (b) Vacation requests for the period June 1 to August 31 shall be made by April 1 and shall be responded to by the Employer no later than four (4) weeks prior to the date of the intended vacation;
- (c) No vacation requests shall be made for the period between December 20 and January 5 unless otherwise mutually agreed;
- (d) Vacation requests made for any other time shall be made by the employee at least one month in advance of the date of the intended vacation, and shall be responded to by the Employer within two (2) weeks of the request unless otherwise mutually agreed between the employee and the Employer.
- (e) All Regular Part-Time employees shall submit to the Employer in writing their availability for additional hours for the period June 1 to August 31 by May 1st.

19.07 Vacations Approval

Vacation approvals shall be governed by the following guidelines:

- (a) Provided a request has been made in accordance with Article 19.06 seniority among employees within each department or unit is, subject to the Employer's operational requirements, the governing factor in distribution of vacation time, but vacations are to be distributed among employees as equitably as possible. Seniority may not prevail if requests are submitted after deadline dates;
- (b) No more than one-half of the number of permanent employees who are regularly scheduled shall be on vacation at the same time for any shift on each unit (or department). Exceptions if any, may be approved by the Director or designate; and
- (c) Employees who are entitled to more than two (2) weeks vacation shall not take more than two (2) weeks in the period between July 1 and Labour Day, until all unit/department employees on the same unit have had an opportunity to take up to two (2) weeks vacation (if eligible) during that period.

19.08 Consideration of Vacation Requests

No vacation requests shall be considered approved until the employee has received approval through Avanti from the Director or designate.

19.09 Application of Labour Standard Codes

Vacation provisions of the Labour Standards Code shall apply for all matters not covered by this Article 19.

ARTICLE 20 - SICK LEAVE

20.01 Sick Leave Defined

- (a) Sick leave is not an automatic right and sick leave compensation is not an automatic indemnity benefit. An employee must (except in an emergency), give prior notice of his absence due to sickness. The Employer reserves the right to require such proof of illness as it deems appropriate for any absence in excess of two (2) days, or after any three (3) absences in any twelve (12) month period.
- (b) An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to payment as outlined in this Article if the employee is not otherwise receiving, or entitled to receive wages, compensation, or other sick benefits for that shift, and providing the employee has sufficient sick leave credits / sick bank accumulation.

20.02 Sick Leave Accumulation

Sick leave credits shall accumulate to employees at the rate of four percent (4%) of earnings from regular hours paid by the Employer at his/her rate of pay. The dollar value of such credits shall be maintained by the Employer for the benefit of the employee on approved sick leave. Sick leave accrues at the expense of the Employer.

20.03 Rate of Pay for Sick Leave

An employee shall be paid at his current rate of pay from his accumulated credits for shifts lost due to approved sick leave.

20.04 Reporting Sick Absences

In any case of absence of an employee due to sickness, the matter shall be reported where it is a shift commencing in the A.M. at least one (1) hour prior to the time that such employee's shift commences and where it is a shift commencing in the P.M., at least three (3) hours prior to the time that such

employee's shift commences. This notification must be done through the employee's immediate Supervisor.

20.05 Leave of Absence for Family Emergency

Employees with sufficient sick leave credits shall be entitled to use up to twenty-four (24) hours per calendar year of sick leave (pro-rated for Part-Time employees) to attend to family emergencies where a member of the employee's immediate family, as defined in Article 22.01, has become ill or disabled, in order to make alternate care arrangements where the employee's personal attention is required and which could not be serviced by others or attended to by the employee outside of his/her assigned shifts.

20.06 Substitution of Sick Leave during Vacation

Where an Employee can establish to the satisfaction of the employer that the Employee's illness or accident required hospitalization during the Employee's scheduled vacation, sick leave may be substituted for the vacation days interrupted while the Employee is hospitalized. Vacation time off shall be rescheduled.

20.07 Workers' Compensation

- (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (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 NSHEPP Pension Plan, and existing Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18)

months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

- (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) This provision shall not apply to casual employees.
- (g) An employee who participates in an ease back or return to work program following a period of WCB shall be paid his/her regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leave of Absences for Union Conferences

- (a) Leave of absence with pay and benefits, and without loss of seniority shall be granted upon request to the Employer, for up to three (3) employees selected or appointed to attend to union business, labour conferences, and conventions provided that not more than one (1) employee will attend from any one department at the same time. The Union shall give to his Employer at least thirty (30) days written notice of such requested leave. It is agreed that no leaves of absence will be granted if the result would be to leave a department without any employees.
- (b) The Employer agrees to pay these employees at their regular straight time rate for each day spent at the conference. In return, the Union agrees to fully reimburse the Employer for all salary and benefits paid while at the conference.

21.02 Union Representation at Funerals

In the event of a death of a fellow employee, the Union may have one person from the department involved and one Union representative to attend without pay, the funeral in surrounding areas up to one hundred (100) kilometres, providing adequate staffing is maintained.

21.03 Leave of Absence without Pay

The Employer may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave. Such request to be in writing and approved by the Employer.

21.04 Court Leave

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
 - i) in or under the authority of a court or tribunal; or
 - ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence under this Article, shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation.
- (e) An employee given Leave for Court without loss of regular pay shall pay to the Employer the amount that the Employee receives for this duty.

21.05 Leave for Storm or Hazardous Conditions

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

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

21.06 Domestic Violence Leave

An employee is entitled to a leave of absence of the if the employee (under age 18) experiences domestic violent. Employees will be granted domestic violence leave in accordance with Labour Standard Code of Nova Scotia.

21.07 Compassionate Care Leave

An employee shall be entitled to Compassionate Care Leave in accordance with the Labour Standard Code of Nova Scotia.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 Bereavement for Immediate Family

In the event of the death in the immediate family of an employee, the employee shall, subject to the other provisions of this Article, on request, be granted bereavement leave commencing the day of the death and continuing for five (5) consecutive calendar days thereafter, and shall be paid for shifts the employee would normally have been scheduled to work during such leave if the death had not occurred. For the purpose of this clause immediate family is defined as father, mother, father-in-law, mother-in-law, guardian, step-parent, sister, brother, husband, wife, common-law spouse, son, daughter, step-son or step-daughter.

22.02 Bereavement for Family

An employee shall on request be entitled to bereavement leave not to exceed three (3) days for the purpose of preparation for, and attendance at, the funeral of the employee's grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other relative who resides permanently with the employee. The bereavement leave, if applicable, shall be taken between the day following the death up to and including the day of the funeral. The employee shall be paid only for shifts the employee would normally have been scheduled to work during the leave if the death had not occurred.

22.03 Bereavement for Relatives

An employee shall be granted one (1) day bereavement leave on the day of the funeral of the employee's aunt, uncle, niece, or nephew. The employee shall suffer no loss of pay for the scheduled shift not worked on that day.

22.04 Employees will only be eligible for bereavement leave in accordance with this article in cases where it is a current relationship at the time the leave is claimed.

22.05 In the event that the funeral, interment or memorial service takes place at a later date, an employee may request at the time of the initial bereavement leave to defer one (1) day bereavement leave for that purpose. Such request is subject to the approval of the Employer and will not be unreasonably denied.

22.06 Purpose of Bereavement Leave

Bereavement leave is not an automatic right but is provided for the sole purpose of sharing in the grieving process with family members of the deceased.

22.07 Substitution of Bereavement during Vacation

If an employee is in receipt of paid vacation leave at the time of the death, the employee shall be granted bereavement leave from the day of the death in accordance with Article 22.01(a) above. The vacation time off shall be rescheduled.

ARTICLE 23 - PREGNANCY / PARENTAL LEAVE

23.01 Pregnancy / Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the *Labour Standards Code R.S.N.S., c.246*, as may be amended from time to time

23.02 Pregnancy Leave

- (a) The Employer may require an employee to commence a leave of absence without pay when the duties of the position cannot be reasonably be performed by a pregnant women or the performance of the employee work is materially affected by the pregnancy.
- (b) Following pregnancy leave, an employee will return to the employee's former or equivalent position without loss of seniority or loss of benefits accumulated to the date of the commencement of the leave.

23.03 Paternity Leave

An employee shall be granted two (2) days paternity leave at the time of the birth of the employee's child; such leave to be deducted from accumulated sick leave.

23.04 Parental Leave

- (a) An employee may request leave:

- i) starting immediately upon completion of the pregnancy leave and without the Employee returning to work; or
 - ii) If the Employee has not taken pregnancy leave, beginning on such date coinciding with or after the birth of the child or on the date the child first arrives in the Employee's home.
- (b) Upon four (4) weeks written notice, an employee may request one (1) deferral of parental leave if the child is hospitalized for a period exceeding or likely to exceed one (1) week after the parental leave has commenced. The unused portion of the leave must be taken within fifty-two weeks after the leave first commenced.
- (c) An employee shall give (4) weeks written notice of the date that the pregnancy and/or parental leave commences and the date that the Employee intends to return to work. The Employee shall return to the employee's former or equivalent position without loss of seniority or loss or benefits accumulated to the start of the leave. Benefits other than seniority will not accrue during a pregnancy and/or parental leave.
- (c) An employee may be required to provide proof satisfactory to the Employer to establish entitlement to parental leave, deferral of parental leave, or inability to provide four (4) weeks written notice of intended leave.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Wages

The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto.

24.02 Temporary Assignment to a Higher Classification

When an employee is temporarily assigned to perform work in a classification inside the bargaining unit paying a higher rate, the employee shall receive the rate for the higher classification beginning with the first full shift worked.

24.03 Temporary Assignment to a Lower Classification

When an employee is temporarily assigned to a position paying a lower classification rate, his rate shall not be reduced. This does not apply where the employee has requested or applied for the position or as a result of a lay off.

24.04 Pay Adjustments

If an employee covered by this Agreement has not received wages earned in any pay period due to an Employer error, it shall be adjusted and paid as soon as possible.

24.05 Application of Wage Retroactivity

A former employee of the Employer whose employment has been terminated before the effective date of a new Agreement shall receive, on applying in writing within thirty (30) days of the effective date of ~~the new Agreement~~ **ratification**, the full retroactivity of any increase in wages from the effective date of the wage or salary retroactivity to the date of termination of the employee. This does not apply to any other benefits or provisions of a new Agreement.

Current employees receiving retroactivity payments shall receive these amounts by separate pay deposits.

ARTICLE 25 – CLASSIFICATIONS

25.01 Rate of Pay for New Classifications

The rate of pay for any classification in the bargaining unit not set forth in Appendix "A" which may be established during the life of this Agreement, may be subject to discussions between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new classification, the rates set by the Employer shall remain in effect until a new Agreement comes into force, at which time any new agreed rate of pay for the new classification shall be paid retroactive to the date an employee was placed in that classification.

25.02 Job Descriptions

The Employer agrees to provide job descriptions for all bargaining unit employees, upon request.

25.03 Increment Advancement Date

- (a) Regular Employees shall progress on a year-to-year basis along the increment scale by moving to the next increment step, where applicable, on the Employee's employment date. This shall be the Employee's increment date.
- (b) In the case of reclassification of an Employee, the Employee's increment date shall be altered to become the date of reclassification as set out in Article 25.03.

- (c) In the case of an unpaid Leave of Absence in excess of twenty-eight (28) calendar days, the increment date shall be altered by the length of an unpaid Leave of Absence, other than pregnancy and parental leave in which case the increment date shall be unchanged.

ARTICLE 26 - BENEFIT PLANS

26.01 Group Medical Plans

The Employer agrees to continue to provide a group medical plan, subject to the provisions of the plan, as chosen by the Employer, and as may be amended or changed by the Employer from time to time, on a cost sharing basis for all employees who individually choose to join the plan. The Employer shall not change the plan without prior consultation with the Union.

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. The sixty-five percent/thirty-five percent (65%/35%) cost sharing does not apply to any benefits other than the group medical plan (e.g. it does not apply to AD&D, life insurance, LTD, dental coverage or any other employee benefit).

26.02 Pension Plan

Provided that the NSHEPP plan continues to be available to this group of employees, the Employer agrees to maintain the NSHEPP pension plan for all Full-time and Part-time employees who meet the eligibility requirements of the plan. The Employer and the employees will make contributions in accordance with the requirements of the plan and will adhere to the terms and conditions of the plan.

26.03 Dental Plan

The Employer agrees to provide group dental benefits to Regular employees. 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. Premium costs will be shared 50% Employer and 50% Employee.

The Employer will provide notification through labour management of any changes in dental plan coverage.

ARTICLE 27 - GENERAL PROVISIONS

27.01 Bulletin Board

The Employer shall provide bulletin board space accessible to employees upon which the Union may post notices of Union meetings. The Union may post such other notices as may be of interest to the employees after receiving prior approval from the Employer which approval shall not unreasonably be withheld.

27.02 Restrictions on Contracting Out

The Employer agrees that from the date of ratification and for the duration of this Agreement, no employee currently employed in the bargaining unit shall be terminated, laid off or have their hours of work reduced as a result of the Employer contracting out work.

ARTICLE 28 – REQUIRED EDUCATION

28.01 Required Education

- (a) The Employer shall provide and fund any Employer required training / education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee. The Employer shall make every reasonable effort not to schedule an employee for training on their off time.
- (c) 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.
- (d) For clarity, training/education required by the Employer does not include training/education required for new hires or to maintain capacity for employment, nor does it include training/education required by third party.

ARTICLE 29 - HEALTH AND SAFETY

- 29.01** An Occupational Health and Safety Committee as required under the Occupational Health and Safety Act, shall be established.
- 29.02** The Union and the Employer shall continue to support the effective operation of a Committee as described in the Occupational Health and Safety Act designed to enhance a safe work environment.
- 29.03** The Health and Safety Committee shall be notified of each accident or injury and may investigate the nature and cause of the accident or injury. Each accident or injury shall be reviewed by the Committee as to cause of the accident or injury.
- 29.04** Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement. Overtime articles shall not apply to this article. This shall include all time spent outside the workplace on health and safety matters of concern to the employee and the Employer.
- 29.05** The Union will choose their representatives and alternates for the Occupational Health and Safety Committee. All members and alternates will be provided with required training paid for by the Employer.
- 29.06** First Aid Kits will be supplied by the Employer and kept within the working area.
- 29.07** The parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate action to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 30 - NO STRIKE/LOCKOUT

30.01 No Strike, No Lockout

It is agreed by the Union that there shall be no strikes as defined by the Trade Union Act, slowdowns, picketing or any other interference with the operations of the Employer by the employees or the Union and the Employer agrees that there will be no lockouts as defined by the Trade Union Act, during the term of this Agreement.

ARTICLE 31 - TERM OF THE AGREEMENT

31.01 Agreement in Effect

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

31.02 Changes to the Agreement

Any changes deemed necessary in this Agreement may be made by mutual Agreement at any time during the existence of this Agreement.

31.03 Effective Date

Except as otherwise specified in this Agreement, all provisions of this Agreement shall come into effect on the date of signing of the Agreement.

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

DATED THIS 27 day of _____, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Pres Denise Zanni

Teresa Macdonald

ice President Zenal Webb

Kenneth Patten

Christine Parker

S. Dyson

Carol Gunn

APPENDIX "A"

NOTE: All hourly rates are based on 2080 hours.

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
Food 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
Laundry Worker Housekeeper	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048
Support Services Worker													

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate
PCW (without Course)	Start	\$17.2220	\$35,821	\$17.4801	\$36,959	\$17.7423	\$36,904
	After 1 year	\$17.5696	\$36,544	\$17.8330	\$37,093	\$18.1005	\$37,649
	After 2 years	\$17.9160	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2561	\$37,972	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$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 30, 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.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
CCA / PCW 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 "CCA/PCW without certification as per the MOA re: CCAs, signed March 30, 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
CCA / PCW (With Course)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% 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	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Activity Worker (with PCW course)	Probationary Rate	\$18.1245	\$37,698	\$18.3961	\$38,264	\$18.6720	\$38,838	\$19.2322	\$40,003	\$19.3284	\$40,203
	Regular Rate	\$18.4923	\$38,339	\$18.7088	\$38,914	\$18.9895	\$39,498	\$19.5592	\$40,683	\$19.6570	\$40,886
Recreation Assistant, Recreation Special Programmer (without PCW course)	After 1 year	\$18.8093	\$39,123	\$19.0913	\$39,710	\$19.3777	\$40,306	\$19.9590	\$41,515	\$20.0588	\$41,722
	After 2 years	\$19.1929	\$39,922	\$19.4810	\$40,521	\$19.7732	\$41,128	\$20.3664	\$42,362	\$20.4683	\$42,574
	After 3 years	\$19.5842	\$40,735	\$19.8780	\$41,346	\$20.1761	\$41,966	\$20.7814	\$43,225	\$20.8853	\$43,441
	After 4 years	\$19.9838	\$41,566	\$20.2833	\$42,189	\$20.5875	\$42,822	\$21.2052	\$44,107	\$21.3112	\$44,327
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	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
Activity Worker (Community College Diploma related to Recreation)	Probationary Rate	\$22.2348	\$46,242	\$22.5652	\$46,936	\$22.9036	\$47,640	\$23.5907	\$49,069	\$23.7087	\$49,314
	Regular Rate	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153
Activity Worker (University Degree related to Recreation)	Probationary Rate	\$22.4228	\$46,639	\$22.7590	\$47,339	\$23.1004	\$48,049	\$23.7934	\$49,490	\$23.9124	\$49,738
	Regular Rate	\$22.8039	\$47,432	\$23.1459	\$48,144	\$23.4931	\$48,866	\$24.1979	\$50,332	\$24.3189	\$50,583
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

MEMORANDUM OF AGREEMENT

**12 HOUR SHIFTS
ROTATION OF SHIFTS**

The Employer agrees that for the life of this Agreement, it will not introduce a 12 hour shift or rotating shifts for employees in the bargaining unit.

DATED THIS 27 day of May, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Pres. Denise Tamm

Teresa MacDow

Vice President Zena Webb

Bonnie Patten

Christine Prater

[Signature]

Carol Gunn

MEMORANDUM OF AGREEMENT

DIVERSITY, EQUITY AND INCLUSION IN THE WORKPLACE COMMITTEE

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

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

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

DATED THIS 27 day of May, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Pres Denise Gunn

Teresa MacDow

Vice President Zena Webb

Bonnie Pette

Committee Prizer

S. [Signature]

Carol Gunn

MEMORANDUM OF AGREEMENT
CHANGES IN SCHEDULED SHIFTS

The Employer shall not change the schedule of shifts for the following employees who were employees of the Employer as of the date of certification April 10, 1992 unless, in the opinion of the Employer, such change is for operational reasons:

Karen Beach
Annette Baker
Marilyn White
Denise Tanner
April Tipping
Michele Taylor

DATED THIS 27 day of July, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Pres Denise Tanner

Terera MacDow

Vice President Zena Webb

Anne Patten

Annette Price

S. Jones

Garr - Gann