

# **COLLECTIVE AGREEMENT**

Between:

**SHANNEX INCORPORATED, carrying on business as  
Bissett Court, Cole Harbour, Nova Scotia**

Employer

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4970**

Union

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

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this agreement is to:

- (a) Outline the terms and conditions of employment;
- (b) Promote and maintain harmonious relationships between the Employer and all Employees;
- (c) Provide an amicable method of preventing and settling differences which may arise from time to time; and
- (d) Provide for the carrying on of the Employer's business which will further, to the fullest extent possible, efficiency and economy of operation while promoting the safety and welfare of Employees.

## **ARTICLE 2 - DEFINITIONS AND GENERAL**

2.01 The following definitions shall apply to the terms of this Agreement:

- (a) "A Casual Employee" means a person who works "on-call" or on an "as-needed basis" but is not regularly scheduled;
- (b) "Employee" means a Full-Time Employee or a Regular Part-Time or Casual Employee at Bissett Court;
- (c) "Employer" or "Bissett Court" means Shannex Incorporated, carrying on business as Bissett Court, Cole Harbour, Nova Scotia;
- (d) A "Full- Time Employee" is one who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a biweekly pay period
- (e) "Hours Worked" includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence, but excludes overtime hours and any time on Workers' Compensation;
- (f) "Regular Part-Time Employee" means an Employee who is employed on a regular basis but who is regularly scheduled to work less than the regularly scheduled hours of a Full-Time Employee;
- (g) "Probationary Period" means the first six hundred forty (640) hours of work as an Employee holding a Full-Time Regular Part-Time or Casual position at Bissett Court, but excluding orientation hours;

- (h) “Spouse” means a person to whom an Employee is married, or with whom the Employee is living in a conjugal relationship of at least six (6) months in duration and includes a person of the same or opposite sex. Notwithstanding the above, for the purpose of supplemental benefits or pension the definition of spouse will be as required in the plan text.
- (i) “Temporary Position” is a Full-Time or Regular Part-Time position for a designated period in excess of ten (10) weeks. A Temporary Position may be terminated at any time. Full-Time and Regular Part-Time Employees who accept a Temporary Position will maintain their entitlement for Group Health Benefits and Pension entitlement, but scheduling, sick leave accrual, statutory holidays and vacation benefits will be based on the Temporary Position;
- (j) “Working Day” means Monday to Sunday (inclusive), business days refer to Monday through Friday inclusive but excluding the general holidays referred to in Article 19.
- (k) “Union” means the Canadian Union of Public Employees, Local 4970.

2.02 Throughout this document, wherever “she” or “he” is used it shall be interpreted to be gender neutral as the context permits, the plural includes the singular, and vice-versa, as the context require.

### **ARTICLE 3 – RECOGNITION**

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Employees working at Bissett Court, Cole Harbour, Nova Scotia as Continuing Care Assistants, Recreation Assistants, Physiotherapy Assistants, Occupational Therapy Assistants, and Support Service Attendants but excluding Registered Nurses and Licensed Practical Nurses represented by the Nova Scotia Nurses’ Union, Managers, Supervisors and Clinicians employed by the Employer under a Regional Reporting Structure and those persons excluded by Section 2(2)(a) of the *Trade Union Act*.

### **ARTICLE 4 – DUES, DEDUCTIONS AND UNION SECURITY**

4.01 The Employer shall deduct from the earnings of each Employee from the first hour of employment any dues, or assessments levied by the Union on its members.

4.02 The Union must advise the Employer in writing of the amount of regular monthly dues.

- 4.03 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent, Ottawa, Ontario, K1G 0Z7, not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses, and classifications of employees from whose wages the deductions have been made.
- 4.04 The Union will save the Employer harmless from any claims that may arise from any deductions from wages in respect of deductions or monthly assessments or any action taken at the request of the Union.
- 4.05 At the same time the Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of Union dues paid by each Union member in the previous year.
- 4.06 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.
- 4.07 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment as set out in Article 4. The Union Secretary or President shall be notified of all new hires and the day on which they shall commence their orientation at the site.
- 4.08 A representative of the Union shall be given an opportunity to speak to new Employees during the orientation of new staff to the facility for the purposes of acquainting them with the benefits and duties of Union membership. The time for this presentation will be a maximum of one-half (½) hour and there shall be no loss of regular pay.
- 4.09 The Employer shall advise the Secretary or President of the Union of all, resignations, retirements, or deaths of its Employees within 30 days of the occurrence.
- 4.10 The Employer shall provide the following information annually and shall provide it in electronic form:
- a. the name of each Employee; and
  - b. the mailing address and telephone number (if available) of each employee; and
  - c. the personal email address of each employee (if available); and
  - d. the employee's employment status (such as full-time, part-time, temporary, casual)

To ensure accurate information, all employees shall annually and no later than March 31<sup>st</sup> of each year, confirm their current mailing address, telephone number

and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

## **ARTICLE 5 – CORRESPONDENCE AND UNION REPRESENTATION**

- 5.01 All correspondence between the parties, arising out of this Collective Agreement shall pass to and from the Site Manager or designate and the Secretary of the Union. A copy of any correspondence between the Employer and any Employee in the bargaining unit pertaining to discipline shall be forwarded to the Secretary of the Union. A representative of the Union shall be given an opportunity to speak to new Employees for the purposes of acquainting them with the benefits and duties of Union membership
- 5.02 The Union may have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with negotiating with the Employer. Such Representative(s) shall, with permission, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Permission will not be unduly withheld. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the employer, without the consent of the Employer.
- 5.03 The Employer shall provide Bulletin Boards at all work sites upon which the Union shall have the right to post notices of meetings and such other notices in relation to Union business including social and recreational affairs.

## **ARTICLE 6– LABOUR MANAGEMENT BARGAINING RELATIONS**

- 6.01 A Union Bargaining Committee shall be elected and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members on the Committee.
- 6.02 The Employer shall make available to the Union, on request, the following bargaining unit information required for collective bargaining purposes: Canadian Union of Public Employee wage rates, job descriptions and benefit plans.
- 6.03 Any representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the right to attend negotiation meetings for up to at least four (4) days held within working hours without loss of remuneration unless it is mutually agreed to extend the days.

6.04 Subject to operational requirements, a representative of the Union on the Bargaining Committee may be granted an approved leave of absence without loss of pay and benefits, to meet with National Representative for the Local, to prepare for bargaining. Hours and benefits paid shall be billed to the Union for reimbursement at the rate of 120% of the Employee's rate.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

7.01 It shall be the exclusive right of the Employer to manage the business and operation in all respects including, but not restricted to:

- (a) Operate and manage the business and operations of the Employer and all Employees and establish standards and procedures for the service, care, safety, welfare and comfort of clients of the Employer;
- (b) Maintain order and efficiency and to make or alter rules and regulations to be observed by Employees; and
- (c) Select, hire, direct, transfer within the facility, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge immediately for just and proper cause or otherwise discipline Employees.

7.02 All Employees will be expected to familiarize themselves with and follow Operating Procedures which are established by the Employer from time to time and which will be available in the workplace. These Operating Procedures are developed to ensure that the Employer is in the best position to provide the highest service and care possible to residents and to meet the requirements of the law.

7.03 The Employer reserves the right to change any provision of its Operating Procedures and will provide notice to all Employees of both the timing and the content of any changes.

7.04 The Employer agrees that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights which will conflict with any of the provisions of this Agreement.

## **ARTICLE 8 – DISCRIMINATION/HARASSMENT**

8.01 The Employer and all Employees agree that there shall be no discrimination, interference, restriction or coercion expressed or practiced with respect to any Employee by reason of age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or

disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity or an Employee's association with another individual or class of individual having characteristics referred to above, or any other prohibition of the Human Rights Act of Nova Scotia.

8.02 The Employer strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind and may discipline any Employee considered to be involved in committing such conduct.

8.03 "Harassment" is defined in the Workplace Harassment Policy of the Employer. The Workplace Harassment Policy of the Employer outlines the method for an Employee to access help if an Employee feels that they are being harassed. All Employees are encouraged to read and review the Workplace Harassment Policy.

## **ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

9.01 (a) A Labour Management Committee ("Committee") will be established consisting of two (2) employees elected by the Union and two (2) representatives of the Employer.

(b) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of four (4) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.

(c) Employee representatives shall not incur any loss of pay for time spent at meetings of the Committee.

(d) The Committee shall concern itself with matters of the following general nature:

(i) identification and resolution of common problems;

(ii) the facilitation of communications between Employees and the Employer; and

(iii) Development of viable solutions to identified problems and the recommending of proposed solutions to problems.

The Committee shall not have any jurisdiction over salary or any term or condition of employment. The Committee may make recommendations to

the Employer with respect to its discussions and conclusions but cannot bind the Employer to any decision or conclusion reached.

- (e) Minutes shall be prepared and signed by representatives of each of the parties who attended a meeting of the Committee as promptly as possible after the meeting.

## **ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE**

10.01 A grievance under this Agreement shall be defined as any difference or dispute arising out of the interpretation, application or administration of this Collective Agreement.

10.02 The Employer will recognize a Grievance Committee or the Executive of the Union who shall have the responsibility to deal with complaints and grievances.

10.03 Employer Grievance – The Employer may institute a grievance by delivering the same in writing to the President of the Union (or designate) and the President of the Union shall answer such grievance within five (5) working days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the date the President of the Union gives their answer, refer the dispute to arbitration by giving a written notice to the Union.

10.04 Policy and Termination Grievance – It is agreed that in the case of any general allegation by the Union that the Employer has violated this Agreement in a manner that affects broad principles, rather than specific individuals, or in the case of termination of an employee that the Union may present the grievance, in writing, directly to the General Manager (or designate). Subsequent action will be governed by Step 3 of the normal grievance procedure.

10.05 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. The Employer shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Employer in writing within five (5) working days from the time the circumstances upon which the grievance is based were known, or reasonably ought to have been known by the Grievor or the Union, as the case may be.

10.06 Grievances or complaints arising under this Agreement shall be addressed or settled as follows:

Step One: Within five (5) business days from the time the circumstances upon which the grievance is based are known, or should reasonably be known, the Employee, together with a Union Representative shall first discuss their

grievance with the Employee's Immediate Supervisor (or designate). The Immediate Supervisor shall give a decision within five (5) business days.

Step Two: Should the decision of the Immediate Supervisor (or designate) not be acceptable to the Employee, the grievance shall be referred to the Site Manager (or designate) within five (5) business days from the receipt of the decision of the Immediate Supervisor (or designate) at Step One. The Site Manager (or designate) shall convene a meeting with the Employee and the Union Representative within five (5) business days following receipt of the grievance. The Site Manager (or designate) shall render a decision in writing within five (5) business days from the date of the meeting.

Step 3: If the decision of the Site Manager (or designate) at Step Three is not acceptable, the Union may refer the grievance to arbitration by notice in writing within fifteen (15) business days from the date of the receipt of the decision at Step Three.

If a grievance is not submitted, or advanced from one step to another within the time limits in this Article, the grievance shall be deemed abandoned and all rights of recourse to the grievance and arbitration procedure shall be at an end. The time limits may be extended by mutual agreement in writing between the parties.

10.07 In the event that a grievance is submitted to arbitration, the grievance shall be heard by a single arbitrator. The Union and the Employer shall attempt to agree on the appointment of the arbitrator and if they are unable to agree within twenty (20) business days, either party may request that the Minister of Labour appoint the arbitrator.

10.08 The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall pay its own costs and the fees and expenses of its witnesses.

10.09 The decision of the Arbitrator will be final and binding upon the parties and Employees affected by the decision. The Arbitrator shall not have jurisdiction or the authority to add, delete or modify any provisions of this Agreement. Where the Arbitrator determines that an Employee has been disciplined or discharged by the Employer for just cause, the Arbitrator has power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

10.10 Mediation may be used as an additional or an alternative process to arbitration with the mutual agreement of the Union and the Employer.

## **ARTICLE 11 – DISCIPLINE AND DISCHARGE**

- 11.01 No Employee shall be disciplined or discharged without just cause.
- 11.02 Employees shall be notified in writing of the reasons for discipline or discharge. The Union shall be provided a copy of such letter(s).
- 11.03 Notwithstanding that the disciplinary procedure is progressive; there is certain conduct of an extremely serious nature which may lead to the immediate discharge of an Employee.

### **11.04 Right to Have Shop Steward Present**

An Employee shall have the right to have their Steward/Union Representative present at discussions with supervisory personnel which might be the basis of disciplinary action. The supervisor will give reasonable notice to the Employee to allow the Employee to contact and choose an available Shop Steward/Union Representative either onsite or by video conference. There shall be no undue delay in discussions or disciplinary action because of the unavailability of a Steward or Union representative.

- 11.05 An employee who has been subject to disciplinary action may, after twenty-four (24) months from the date the disciplinary measure was invoked, request in writing that the personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the twenty-four (24) month period.

## **ARTICLE 12 – PROBATIONARY PERIOD**

- 12.01 (a) The first six hundred forty (640) hours of work as an Employee holding a Full-Time, Regular Part-Time or Casual position, excluding orientation hours, shall be considered as the Probationary Period.
- (b) A Probationary Employee shall have the right to grieve. If a Probationary Employee is disciplined or dismissed at any time during the Probationary Period it shall be deemed to be for just cause and the Arbitrator shall not have the power to substitute any lesser discipline or penalty. A Probationary Employee shall be evaluated regularly during the Probationary Period.
- (c) All of the terms of this Agreement shall apply to Probationary Employees except where expressly stated otherwise.

## ARTICLE 13 – SENIORITY

13.01 Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Collective Agreement.

13.02 (a) Upon successful completion of the Probationary Period, an Employee shall have their seniority established as their first day of work as a Full-Time or Regular Part-Time Employee at Bissett Court.

(b) Upon successful completion of the Probationary Period, the seniority date for a Casual Employee who has been awarded a Full-Time or Regular Part-Time position shall be adjusted to reflect the previous hours worked of the Employee as a Casual Employee.

13.03 (a) A seniority list identifying all Employees (Full-Time and Regular Part-Time) by name and first day of work as a Full-Time or Regular Part-Time Employee shall be prepared and posted in January of each year and a copy will be provided to the Secretary of the Union.

A list of Casual Employees by date of hire shall also be prepared and posted in January of each year with a copy provided to the Secretary of the Union.

(b) Within the thirty (30) days following a posting of the seniority list, Regular Employee in disagreement with her seniority thereon must indicate their disagreement in writing to their Supervisor. Within five (5) working days following, the Supervisor shall respond to the Employee in respect of the problem raised. Failing satisfactory response, or in the absence of a response, the Employee may submit a grievance at Step two (2) in accordance with the provisions of Article 10 Grievance Procedure, starting from the date the Supervisor gave or should have given her response.

If a Casual has a disagreement with their date of hire on the Casual list they can follow the process above to bring the disagreement to the attention of the Employer.

(c) In the event that more than one (1) Regular Employee commences work on the same date and at the same hour, all such Employee shall have their seniority determined by a draw in the presence of all such Employees. Results of such draw are to be acknowledged in writing and signed off by the affected Employees

In the event that more than one (1) Casual Employee commences employment on the same day, all such Employee's shall have their date of hire placement on the Casual list determined as above.

13.04 Seniority shall cease and employment shall be deemed to be terminated for any of the following reasons:

- (a) if an Employee is discharged;
- (b) if an Employee voluntarily resigns;
- (c) if an Employee is absent for more than three (3) consecutive scheduled working days without a reasonable excuse;
- (d) if an Employee fails to report to work at the expiration of a leave of absence or maternity leave unless the Employee has advised the Employer of their inability to return to work with a reasonable excuse;
- (e) if after receiving notice of recall from a layoff, the Employee has failed to notify the Employer as to whether or not they will accept the recall within seven (7) calendar days;
- (f) if an Employee transfers out of Bissett Court for more than twelve (12) months;
- (g) if an Employee is laid off for twelve (12) consecutive months; or
- (h) if an Employee retires.

#### **ARTICLE 14 – LAYOFF AND RECALL**

14.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of a Full-Time Employee or Regular Part-Time Employee.

14.02 In the event of a layoff, Employees shall be laid off in reverse order of seniority provided the remaining Employees have the immediate skill and ability to effectively perform the work that is available.

14.03 Employees on layoff shall be recalled in order of seniority when work becomes available provided they have the immediate skill and ability to effectively perform the work that is available.

14.04 Notwithstanding 14.01 and 14.02, Employees may not benefit from a layoff; e.g. a Regular Part-Time Employee may not displace a Full-Time Employee, however a Full-Time Employee may displace a Regular Part-Time Employee provided there are no Full-Time positions available as a result of the layoff.

14.05 It is the obligation of each Employee on layoff to keep the Employer advised at all times of their current address and phone number.

14.06 The Company shall give notice of recall by phone or mail which the Union shall receive a copy of such notice to the last known phone number or address of the Employee. An Employee is expected to return to work on the date requested by the Employer. The Employee may, if her personal circumstances require, extend their date for a return to work for a maximum of seven (7) calendar days.

14.07 **Notification and Notice of Lay-off**

(a) The Union executive shall be notified of all lay-offs.

(b) Fifteen (15) calendar days written notice of lay-off shall be given to the Union and the Employees except lay-offs which result from emergencies which adversely affect the operation of the facility and which is beyond the control of the Employer at which time as much notice as possible will be given.

**ARTICLE 15 – JOB POSTING**

15.01 When a Full-Time or Regular Part-Time position is created, or a Full-Time or a Regular Part-Time vacancy occurs within a job classification which the Employer intends to fill (including a Temporary Position expected to last more than 10 weeks) the Employer shall post notice on a designated bulletin board for a minimum of seven (7) calendar days. The Employer shall simultaneously notify the Union in writing with a copy of the notice.

15.02 Each posting shall contain at a minimum the following information: the nature of the position, the location, rotation, qualifications, required education and hours of work.

15.03 If an Employee is interested in applying, an application, in writing, must be submitted directly to the Site Manager (or designate).

15.04 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in their ability, skills, qualifications and demonstrated work performance to perform the required duties of the position. On request, an unsuccessful candidate (who has more seniority than the successful candidate) will be advised of the reason(s) why they were not successful and if requested, the Employer will meet with the Employee to explain the reason(s) why the Employee was not successful.

15.05 No applications received from persons outside Bissett Court shall be considered until the applications of present Employees have been fully considered.

15.06 Should the successful candidate be an existing Employee, they shall be placed on a trial period for five hundred and forty (540) hours worked in their new position. If the Employer determines that she is unsatisfactory in their new position, or if the Employee feels that they are unable to perform their duties or the employee wishes to return to their former position prior to the expiration of the trial period, the Employee shall be returned to their former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. Employees may only request to leave a new position within the five hundred and forty (540) hours worked if they have not requested to leave another position within the five hundred and forty (540) hours worked.

15.07 Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on designated Bulletin Boards with a copy of the notice provided to the Union.

#### **Restrictions on Applications for Posted Positions**

15.08 (a) A Full-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded.

(b) A Regular Part-Time or Casual Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded or unless the temporary position is for a greater number of hours or for a longer period of time. However, if a permanent vacancy arises they may apply.

## **Transfers out of the Bargaining Union - Restrictions and Rights**

**15.09** No Employee shall be transferred to a position, or facility, outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be placed in their former job, or failing that, in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

**15.10** 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 15.

## **ARTICLE 16 – HOURS OF WORK AND OVERTIME**

**16.01** The hours of work for a Full-Time Employee will normally average eighty (80) hours bi-weekly over a schedule cycle.

**16.02 (a)** The work schedule for all Employees shall be posted in an appropriate place at least two (2) weeks in advance. Notwithstanding; such posting shall be made at least three (3) calendar weeks prior to Christmas Day, with a copy to the Union Secretary.

**(b)** The Employer will endeavour to provide twenty-four (24) hours notice to an Employee when her hours of work as posted, within that pay period, have to be changed. If the hours of work are changed without twenty-four (24) hours notice and without the agreement of the Employee, the Employee shall receive overtime compensation for all the hours worked which have been changed. This Article applies only to a change in the posted schedule and not call-ins.

- (c) The Employer recognizes that regular Full-Time Employees want and deserve as much regularity and predictability in their hours of work as possible. The Employer agrees that there will be no arbitrary or unreasonable changes in shifts.
- (d) Shift rotations will be part of the schedule.
- (e) When any major change is being considered by the Employer in the shift schedule, the Employer agrees that there will be prior consultation with the Employees affected and the Employer will take into consideration the preferences of a clear majority of the Employees' affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer.

16.03 The following breaks will occur during each shift of eight (8) hours or more, but less than twelve (12) hours:

- (a) A paid meal break of 30 minutes; and
- (b) Two (2) paid breaks of 15 minutes each.
- (c) With permission of Employer, the Employee can take the two (2) paid fifteen (15) minute breaks together.

16.04 Each twelve (12) hour shift shall be inclusive of three (3) thirty (30) minute paid breaks in an area made available by the Employer.

16.05 For Employees working shifts of four (4) hours, there will be a paid break of fifteen (15) minutes.

16.06 **Missed Breaks**

Where Employees are not able to receive meal or rest breaks during the shift, the Employee will be paid for the missed break(s) at applicable overtime rates. The Employee must immediately notify the Employer of the missed opportunity and efforts must be made to ensure that the rest or meal break is rescheduled during the shift prior to authorization being given by the Employer for the overtime. No overtime will be paid for a time period that is less than 15 minutes.

16.07 (a) Employees who are regularly scheduled to work a twelve (12) hour shift rotation shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a twelve (12) hour shift in any one day and in excess of eighty-four (84) hours in a bi-weekly period.

- (b) Employees who are regularly scheduled to work an eight (8) hour shift rotation shall be paid an overtime of 1.5 times the Employee's regular rate for all hours worked in excess of an eight (8) hour shift and eighty (80) hours in a bi-weekly pay period.
- (c) Employees who are regularly scheduled to work a mix of eight (8) and twelve (12) hour shifts shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a twelve (12) hour shift in any one day and in excess of eighty-four (84) hours in a bi-weekly pay period.
- (d) All other Employees will be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of twelve (12) hours on any day or eighty-four (84) hours worked in a bi-weekly pay period.

**16.08** Hours worked for the purpose of overtime entitlement include paid sick time, paid leave time, paid vacation, or hours for which Workers' Compensation is paid.

**16.09** Management must authorize overtime in advance. Overtime will not be claimed for less than 15 minutes.

**16.10** Nothing in this Article 16 shall be construed as a guarantee by the Employer to any Employee of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.

**16.11** Employees may exchange shifts provided that:

- (a) twenty-four (24) hours notice is provided to the Employer and the Employer authorizes the shift exchange; and
- (b) there is no increased cost to the Employer;
- (c) the shift exchange is for the same number of hours; and
- (d) the shift exchange is in the current or following pay period.

**16.12** **Weekends Off**

- (a) A weekend shall be defined, for employees working 12 hour shifts, as a consecutive 72 hour period commencing on Thursday or Friday and ending on Sunday or Monday
- (b) Full-Time Employees will be granted two (2) weekends off in four (4) weekends.

- (c) Regular Part-Time Employees may be required to work four (4) weekends in every six (6) weekends.
- 16.13 (a) Employees who are regularly scheduled to work eight (8) hour shifts shall have at least sixteen (16) hours rest between regularly scheduled shifts, except in the dietary department, or unless otherwise mutually agreed.
- (b) Employees who are regularly scheduled to work twelve (12) hour shifts or a mix of eight (8) and twelve (12) hour shifts shall have at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed.
- 16.14 (a) Two weeks prior to the posting of the schedule, a Regular Part-Time Employee shall indicate to the Employer, in writing, their availability to work additional shifts. Regular Part-Time Employees shall have preference for additional shifts in accordance with seniority. For greater clarification, if the senior Regular Part-Time Employee does not indicate their availability to work additional shifts in accordance with this Article, any additional shifts shall be assigned to the next senior Regular Part-Time Employee. Once a Regular Part-Time Employee has indicated their availability to work and has been scheduled for a shift, they must be available and must work shifts, as assigned. Any shifts then remaining to be scheduled shall be offered to Part-Time Employees in accordance with date of hire and availability.
- (b) All other shifts which become available following the posting of the schedule shall be offered first to Regular Part-Time Employees by seniority and then to Casual Employees by date of hire.
- 16.15 (a) Overtime and call-back shall be offered on the basis of seniority among Employees who are available and willing and qualified to perform the work. Where the notice of the need for overtime is four (4) hours or less, available Employees will be those who are in the building before offering to those who are not at work.
- (b) If an Employee is missed for overtime, they will be given the next available opportunity for overtime. If after thirty (30) days, this does not occur, the Employee shall be paid for the missed overtime shift.
  - (c) If no Employee is willing to work the overtime, the Employer will require employees to work based on reverse seniority starting with the least senior employee in the workplace. Subject to operational requirements, the Employer will endeavor not to mandate an employee more than once in a pay period.

When a new bi-weekly pay period starts, the Employer will commence this process again starting with the least senior employee in the workplace.

- 16.16** (a) When a Full-Time or Regular Part-Time Employee is recalled to work outside their scheduled working hours, they shall be paid for not less than four (4) hours; and
- (b) Casual Employees shall be paid at straight time for the hours worked when posted except for when they are called to work outside their scheduled working hours when they shall be paid for not less than four (4) hours.
- 16.17** (a) For Full-Time Employees and Regular Part-Time Employees working eight (8) hour shifts, not schedule more than five (5) consecutive days; and
- (b) For Full-Time Employees and Regular Part-Time Employees working twelve (12) hour shifts, not schedule more than three (3) consecutive days unless the shift schedule for all such Employees has as part of the schedule four (4) consecutive days of work.
- 16.18** A Full-Time Employee who is required by the Employer to work on their scheduled day off will be paid at the rate of time and one-half for hours worked.
- 16.19** (a) Should an Employee be required to work a double shift that is two (2) consecutive eight (8) hour shifts, they shall normally be granted a thirty (30) minute paid break prior to commencing the second shift.
- (b) If an Employee works a double shift a meal will be provided by the Employer. If Employer cannot provide a meal, the Employee shall be reimbursed for the cost of a meal not to exceed twelve (\$12) dollars upon presentation of a receipt. Receipts must be dated within 4 hours of the end of shift and must be submitted to the Employer within the pay period.
- (c) When an Employee has to work a double shift in an emergency, that Employee may have the next day off, if scheduled to work, provided that a replacement can be found for the Employee.
- 16.20** Where an Employee is called in to work a regular shift one half (½) hour or less prior to the commencement of the shift, and arrives within one (1) hour of the call, then they will be paid for the full shift provided that they works until the normal completion of the shift. An Employee called in to work after commencement of the shift and arrives within one (1) hour of the phone call shall be paid from the time of the call.
- 16.21** Where an Employee is called in to work for a regular shift and reports for work and the Employer decides not to retain the Employee for the shift the Employee

will work for a minimum of four (4) hours or if the Employer decides to send the Employee home the Employee will be compensated for four (4) hours.

**16.22 Daylight Saving Time**

The changing of daylight saving time to standard time, or vice versa, shall not result in an Employee being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Employees completing their shift and those commencing.

**ARTICLE 17 – LEAVES OF ABSENCE**

**17.01 Bereavement Leave**

- (a) In the event of the death of an immediate family member, being the Employee's:
  - (i) spouse (which includes current common law spouse);
  - (ii) parent;
  - (iii) child;
  - (iv) step-child;
  - (v) step-parent;
  - (vi) brother;
  - (vii) sister;
  - (viii) grandchild; or
  - (ix) grandparent
  - (x) son-in-law;
  - (xi) daughter-in-law;
  - (xii) mother-in-law;
  - (xiii) father-in-law;

A Full-time or Regular Part-time Employee will be granted up to five (5) consecutive days bereavement leave on any one death. Employees shall

be paid for shifts during the five (5) consecutive day leave which the Employee would otherwise have been scheduled to work.

The leave shall start no later than midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. If a day is deferred it will be the 5<sup>th</sup> day. Notice of the deferral shall be given at the time of the initial bereavement leave.

- (b) In the event of the death of a non-immediate family member, being the Employee's:
  - (i) aunt or uncle;
  - (ii) niece or nephew;
  - (iii) brother-in-law;
  - (iv) sister-in-law;
  - (v) legal guardian

A Full-time or Regular Part-time Employee will be granted up to two (2) consecutive bereavement leave on any one death. Employees shall be paid for shifts during the two (2) consecutive day leave which the Employee would otherwise have been scheduled to work.

The leave shall start no later than at midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. If a day is deferred, it shall be the 2<sup>nd</sup> day. Notice of the deferral shall be given at the time of the initial bereavement leave.

- (c) In the event that the funeral is held more than 400 km from Halifax or out of province, two (2) additional unpaid days may be requested.
- (d) In the event of a death of a fellow worker, the Union shall have at least one (1) person from the department involved and one Union representative provided with up to one (1) day leave, without pay for the purpose of attending the funeral/service, provided adequate staffing is maintained.

## **17.02 Personal Leave**

- (a) An Employee with two (2) or more years of seniority may request a personal leave of absence without pay from the Site Manager.
- (b) All requests for personal leaves of absence shall be made in writing to the General Manager and be submitted forty-five (45) days prior to the start date, except in emergency situations. The request must contain an expected date of return.
- (c) The decision whether to grant the request for leave shall be in the sole discretion of the Employer.
- (d) Personal leaves will not be granted for the purpose of maintaining other employment.
- (e) Benefit coverage may be continued for any period of personal leave provided that the Employee prepay to the Employer the full costs of the benefits for the period of the leave;
- (f) Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

## **17.03 Jury Leave**

- (a) Leave of absence with pay shall be given to every Employee for each scheduled day of work the Employee serves on jury duty, other than an Employee already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the Employee for any scheduled day of work for such jury duty will be paid over to the Employer provided that the Employee receives the greater amount;
- (b) Leaves of absence with pay shall be granted by the Employer for each scheduled day of work when an Employee is required to attend as a witness in Court with respect to a matter arising in the course of employment, but all compensation received by the Employee for any scheduled day of work for such appearance will be paid over to the Employer provided that the Employee receives the greater amount. "Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding.
- (c) An Employee shall notify her supervisor as soon as possible when required to serve under any of the above circumstances, and shall present

proof of service on a jury or as a witness and the amount of payment received.

#### **17.04 Pregnancy and Parental Leave**

- (a) Employees will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the Nova Scotia Labour Standards Code, R.S.N.S. 1989, c. 246, as amended (available from the Company on request).

#### **Protection of Position and Benefits**

- (b) The Employee shall resume their former position and salary upon return from leave.

Employees on pregnancy leave shall not accrue hours worked for the purpose of vacation, sick time or holidays. Employees on pregnancy leave shall continue to accrue seniority and service for the duration of the leave.

#### **17.05 Compassionate Care Leave**

Employees will be entitled to unpaid leave in accordance with the Compassionate Care Leave provisions in the Nova Scotia Standards Code, R.S.N.S. 1989, c. 246, as amended (available from the Employer on request).

#### **17.06 Union Leave**

- (a) Provided that the Employee give reasonable advance notice to the Employer and subject to operational requirements, employees elected or appointed to represent the Union at annual conventions shall be allowed a leave of absence with pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.
- (b) Provided that the Employee give reasonable advance notice to the Employer and subject to operational requirements, Employees elected or appointed to represent the Union at recognized labour educational courses shall be allowed an unpaid leave of absence. An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.
- (c) Provided that the Employee give reasonable advance notice to the Employer and where operational requirements permit, an unpaid leave of absence shall be allowed Employees to attend Executive and Committee

meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.

- (d) An Employee who is elected or selected for a Full-Time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without benefits for a period of up to one (1) year. Such leave shall be renewed each year, on request during her term of office. Benefit coverage may be continued for the period of leave up to one year subject to the plan requirements provided that the Employee prepay to the Employer the full costs of the benefits for the period of the leave.

#### **17.07 Leave for Public Office**

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay, without benefits and without further accumulation of seniority, but without loss of already accumulated seniority so that an Employee may be a candidate in federal, provincial or municipal elections.
- (b) An Employee who is elected to public office shall be allowed leave of absence without pay, without benefits and without further accumulation of seniority but without loss of already accumulated seniority during their terms of office for a maximum of up to two (2) years.

#### **17.08 Sick Leave**

- (a) Only Full-Time and Regular Part-Time Employees can accumulate paid sick time credits, and can only use sick leave credits after successful completion of the probation period.
- (b) Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred and seventy-three and three-tenths (173.3) hours worked, effective the first date of employment as a Full-Time or Regular Part-Time. The maximum amount of accumulation shall be six hundred forty (640) hours.
- (c) An illness or injury for which Workers' Compensation is payable shall be deemed not to be a personal illness or injury for which an Employee is eligible to receive sick leave pay from the Employer or a Third Party Insurer except for the Employee's ability to access sick leave credits to supplement workers' compensation benefits in accordance with 17.08 (g).

- (d) An Employee may be required to produce a certificate from a medical practitioner for any illness (normally only for absences in excess of two (2) working days) certifying that they were unable to carry out their duties due to illness.
- (e) Where an Employee is required by the Employer to submit detailed medical certificates or reports, the Employer shall be responsible for paying the direct cost of any such examinations, medical certifications, forms or reports which are not covered by medical insurance.
- (f) Employees who are off work and insured by Workers' Compensation Benefits must keep the Employer aware of their progress/change and condition.
- (g) 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 circumstance shall an Employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the Employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's accumulated sick leave credits are exhausted, the supplement shall cease and the Employee shall be paid only the Workers' Compensation benefits.

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 NSAHQ Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount 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.

An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

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.

An Employee shall not accrue any other benefits while on Workers' Compensation.

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

- (h) Employees on long-term leave of absence for illness shall be permitted up to twenty-four (24) months in which they may return to their former position, but an Employee shall give at least two (2) weeks notice of their intention to return to work. The period of illness shall commence with the first day of illness. In the event the illness exceeds twenty-four (24) months, the period in which the Employee may return to work may be extended only by mutual agreement. When an Employee has been on leave for a period in excess of six (6) months, the Employee may be required to attend a one (1) day period of orientation with pay upon return to work. Any return to work from long-term leave of absence shall be subject to the following:
  - (i) prior to the Employee's return to work, satisfactory medical documentation must be provided by the Physician of the Employee to the Employer. Such information is to be adequate for the Employer to make a determination as to the ability of the Employee to return to full duties; and
  - (ii) once an Employee is cleared to return to work by the Employer after being on long-term leave of absence for illness, the Employee will have the right to return to a position equivalent to the Employee's former position within two (2) weeks from the clearance date. The Employee may return at an earlier or later date if mutually agreeable.
- (i) An Employee shall be permitted to use sick leave credits up to a maximum of twenty-four (24) hours shifts per fiscal year to attend medical, dental, and specialist appointments which cannot be arranged outside the Employee's working hours. The Employer may request from the employee documentation to substantiate the medical, dental or specialist appointment. Request for documentation pursuant to this article shall be reasonable.

### **17.09 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 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.

### **17.10 Notification of Sick Time Accrued**

The present practice of notifying Employees in writing of their sick time accrued, at the close of each calendar year, shall continue.

### **17.11 Employment Insurance Rebate**

The Employer shall register its wage loss replacement plan with the Employment Insurance Commission for purely reduction purposes. This rebate shall be used for in-service education and training of staff. In the event that Employer does not provide a training of staff, this money may be used for Union education programs.

### **17.12 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.
- (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.

## **17.12 Domestic Violence**

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

## **ARTICLE 18 – VACATION**

**18.01** Paid vacation leave shall be earned on the basis of regular hours paid. Regular hours paid for the purposes of this Article shall include regular hours worked, paid vacation hours, paid sick leave, paid holidays, paid leave of absence, and paid union leave but excludes overtime and WCB (subject to Article 17.09(g)). Vacation credits shall be paid to Full-Time and Regular Part-Time employees on the following basis:

- (a) During the first 10,400 hours worked, at the rate of one (1) hour of vacation for each 17 1/3 hours worked (up to 120 hours per year);
- (b) After 10,400 hours worked up to 31,200 hours worked, at the rate of 1 1/3 hours of vacation for each 17 1/3 hours worked (up to 160 hours per year); and
- (c) After 31,200 hours worked, at the rate of 1 2/3 hours of vacation for each 17 1/3 hours worked (up to 200 hours per year).

**18.02** Part-Time Employees shall receive vacation pay at the appropriate percentage on wages earned during each pay period.

**18.03** Vacation must be taken during the fiscal year (April 1<sup>st</sup> – March 31<sup>st</sup>) immediately following the year in which it was earned. Only under specific circumstances and with written approval of the Site Manager (or designate), may an Employee be permitted to carry over vacation to the next fiscal year. In any case the maximum vacation to be carried over will be one hundred and twenty (120) hours and must be used during that fiscal year.

**18.04** The Employer shall post a vacation request schedule by February 1<sup>st</sup> of each year. Employees shall select their respective vacation period by March 1<sup>st</sup>. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests. Employees who have not indicated their preference by March 1<sup>st</sup> shall not be permitted to displace junior Employees who have made their selection in accordance with the time frames outlined in this Article. The Employer shall post no later than April 1<sup>st</sup> a finalized list upon which the Employee's vacation dates shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected Employees.

18.05 Employees who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise “bumping rights” over Employees who have conformed, but may, by mutual agreement with the Employer, request dates that remain available; such request will not be unreasonably denied.

18.06 Upon termination of employment, an Employee’s earned vacation entitlement during the fiscal year will be calculated and paid out, in addition to any carried over vacation hours as referenced in Article 18.03, on the final pay check.

18.07 Where an Employee qualifies for Bereavement Leave during their period of vacation there shall be no deduction from vacation entitlement for such absence. The period of vacation so displaced shall be added either to the vacation period or reinstated for use at a later date.

## **ARTICLE 19 – HOLIDAYS**

19.01 Paid holidays are:

New Year’s Day;  
Heritage Day;  
Good Friday;  
Easter Monday;  
Victoria Day;  
July 1<sup>st</sup>;  
First Monday in August;  
Labour Day;  
National Day of Truth and Reconciliation;  
Thanksgiving Day;  
Remembrance Day;  
Christmas Day; and  
Boxing Day.

Each Employee shall receive any holiday proclaimed by the Provincial Government.

19.02 All Full-Time and Regular Part-Time Employees shall only qualify for their above holiday pay if they have worked on their regular scheduled working day immediately preceding and immediately following the holiday. For the purposes of this Article, Employees who are on paid jury duty, paid bereavement, paid union leave or paid vacation will be entitled to the holiday. Employees who are on paid and unpaid sick leave and Worker’s Compensation do not qualify for holiday pay pursuant to this Article.

19.03 (a) Full-Time Employees will receive eight (8) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 19.02.

(b) Regular Part-Time Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 19.02. The calculation for prorating will be based on their hours worked in the previous thirty (30) days.

19.04 (a) When a Full-Time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay and grant them eight (8) hours off with pay subject to paragraph (c) of this Article 19.04. Subject to operational requirements, the time off must be mutually agreed upon between the Company and the Employee by the end of the fiscal year or be used to provide paid time off for Christmas or New Year's as per Article 19.06;

(b) When a Regular Part-Time or Part-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay. Based on the pro rata formula in Article 19.03 a Regular Part-Time Employee shall also be granted time off with pay at a time mutually agreed upon between the Employer and the Employee prior to the end of the fiscal year where operational requirements permit or used to provide paid time off for Christmas or New Year's as per Article 19.06; and

(c) If mutual agreement on time off with pay cannot be reached within the fiscal year in which the holiday is earned, an Employee shall be paid out holiday pay for the holiday.

(d) This Article is not applicable to Full-time employees who are on a smoothing rotation. A Full-time Employee on a smoothing rotation will use all holiday time first to smooth their schedule.

19.05 All the provisions of Article 19 do not apply to an Employee during the probationary period except that a Probationary Employee who works on a calendar date of the holidays listed in the Article will be compensated at the rate of time and a half (1.5 x) the Employee's regular hourly rate for hours worked on the calendar date of the holiday.

19.06 An employee wishing to use a Holiday(s) shall apply in writing to the Employer at least two (2) weeks in advance of the date(s) requested. The Employer shall respond in writing, to approve or deny the request, at least one (1) week in advance of the date(s) requested.

### **19.07 Christmas and New Year Period**

All Full-Time and Regular Part-Time Employees shall be granted either Christmas Day and Boxing Day or New Years' Day off on an alternating basis. The master time schedule shall be waived during the period December 15 to January 10. Adequate staffing must be maintained at all times. Subject to operational requirements of the facility, the Employer will provide five (5) consecutive days off for Christmas or New Years' (The Employer will endeavour to schedule Christmas Eve or New Years Eve as part of the five (5) consecutive days, where possible) for Full-Time Employees and three (3) days off for Regular Part-Time Employees. Such practice shall not be unreasonably withheld.

## **ARTICLE 20 – WAGES**

**20.01** Employees shall be paid the rate of pay set out in the salary scale attached to this Agreement as Appendix "A".

**20.02** (a) Payment of wages will be on a bi-weekly basis and is on a direct deposit system. The pay period is two weeks.

(b) Any omissions in an Employee's wages greater than four (4) hours shall be adjusted no later than three (3) business days.

**20.03** When an Employee is promoted permanently into a higher paid position, they will be paid the rate for the new position.

**20.04** Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than her own, they shall be paid their classification rate. If an Employee is assigned to perform work in a higher classification, they shall receive the rate for the higher classification. This Sub-Article does not apply to Employees who chose to work in a classification with a lower rate of pay.

### **20.05 Error in Payment of Wages**

If the Employee receives an overpayment in wages or error in deductions of more than eight (8) hours' pay, the Employer shall permit the Employee to pay back the amount in reasonable increments. For amounts less than eight (8) hours' pay, the Employee will repay the amount in one instalment.

### **20.06 Shift Premium**

All Employees shall receive a shift premium of \$2.25 per hour for all regular hours worked between 1900 hours and 0700 hours.

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 21, 2023 and shall be applicable to all hours worked, including overtime hours worked.

**20.07 Weekend Premium**

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

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 21, 2023 and shall be applicable for all hours worked, including overtime hours worked.

**ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION**

**21.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. A copy of the above mentioned job descriptions shall be forwarded to the Recording Secretary of the Local Union by March 1<sup>st</sup> of each year.

**21.02 Elimination of Existing Classifications**

Existing classifications shall not be eliminated without prior notification of at least sixty (60) calendar days and discussion with the Union.

**21.03 Rates of Pay and Job Classification**

The Employer shall prepare a new job description whenever a job is created. When a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new job, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

## **ARTICLE 22 – SUPPLEMENTAL BENEFITS**

### **22.01 Pension**

All eligible employees shall participate in the Nova Scotia Health Employees' Pension Plan (NSHEPP). Levels of contribution by the Employer and Employee shall be governed by the Plan.

### **22.02 Group Insurance**

- (a) The Employer shall provide group insurance coverage (health care and life insurance), and dental coverage or comparable insurance coverage during the life of this collective agreement for participation by all Full-Time and Regular Part-Time Employees subject to eligibility requirements.

#### **Cost Sharing**

- (b) The Employer shall pay fifty percent (50%) of the cost of the premiums for the extended health and drug plan in 22.01 excluding life and ADD which are one hundred percent (100%) paid for by the Employer. The Employer shall pay fifty percent (50%) of the cost of the premiums for the dental plan.

### **22.03 Mandatory Participation**

Participation in the group insurance and dental plan is mandatory for any Full-time or Regular Part-time Employee who has completed their probationary period and is otherwise eligible to participate under the terms of the plan, unless the Employee establishes to the Employer that they have health care under a spouse's or common-law spouse's plan.

Full-Time Employees and Regular Part-Time Employees are eligible to participate in the group insurance plan provided that they have completed their probationary period and have been regularly scheduled to work the minimum hours required by the insurance carrier.

The Employee must arrange a time to meet with the representative of the Employer upon completion of the probationary period to complete the necessary enrollment forms or to establish coverage under a spousal or common law spousal plan. Failure to do so within a 30 days shall result in the Employee being enrolled in a plan as a single participant.

## **ARTICLE 23 – EMPLOYEE HEALTH AND SAFETY**

- 23.01 The Employer, the Employees and the Union will comply with and abide by the provisions of the Occupational Health and Safety Act of Nova Scotia.
- 23.02 An Occupational Health and Safety Committee shall be established pursuant to the provisions of the Occupational Health and Safety Act. The Committee shall be composed of equal numbers of the Employer and Employee Representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by the said Act.
- 23.03 The Employer shall make reasonable provisions in respect of the health and safety of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards shall be provided by the Employer and Employees shall be required to use them. The Employees and the Employer shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Employees through the Occupational Health and Safety Committee.
- 23.04 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 24– PERSONNEL FILE**

- 24.01 A personnel file shall be maintained for all Employees. Upon request and with at least forty eight (48) hours' notice, the Employee shall be permitted to view their personnel file in the presence of a representative of the Employer. Upon request the Employee shall be provided with copies of documents therein. References and appraisals from outside the Employer's workplace shall not be shown to the Employee. Any disagreement as to the inclusion of letters of reprimand or any adverse reports contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.
- 24.02 The Employer will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of the Employee the existence of which the Employee was not made aware of at or before the time of the filing.

24.03 The record of an Employee shall not be used against them at any time after twenty-four (24) months, excluding proven client abuse, following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

#### **ARTICLE 25 – NON-INTERRUPTION OF WORK**

25.01 During the term of this agreement there will be no lock-out by the Employer or any strike, slowdown, work stoppage, suspension of work, either complete or partial by the Union or Employees.

#### **ARTICLE 26 – PRESENT CONDITIONS AND BENEFITS**

26.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights privileges and obligations to the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

#### **ARTICLE 27 – BENEFIT AND BINDING**

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

#### **ARTICLE 28 – TERM OF AGREEMENT**

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

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

#### **28.03 Retroactive Pay for Terminated Employees**

An Employee who has resigned their employment between November 1, 2020 and the effective date of the new Agreement shall receive the full retroactivity of

any increase in wages provided the Employee requests the retroactivity of any increase in wages, in writing, within 30 days of the date of signing the Collective Agreement.

**DATED** at Cole Harbour this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX “A” – WAGES

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 0.0%		% 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
<b>Support Services Attendant</b>	Probationary Rate	\$14.6667	\$30,507	\$14.8867	\$30,964	\$15.1100	\$31,429	\$16.0475	\$33,379	\$16.5290	\$34,380	\$16.6116	\$34,552
	Regular Rate	\$14.9159	\$31,025	\$15.1398	\$31,491	\$15.3669	\$31,963	\$16.3044	\$33,913	\$16.7936	\$34,931	\$16.8775	\$35,105
	After 2080 hours	\$15.6991	\$32,654	\$15.9344	\$33,144	\$16.1734	\$33,641	\$17.1109	\$35,591	\$17.6243	\$36,658	\$17.7124	\$36,842
	After 4161 hours	\$16.1962	\$33,688	\$16.4391	\$34,193	\$16.6857	\$34,706	\$17.6232	\$36,656	\$18.1519	\$37,756	\$18.2426	\$37,945
	After 6243 hours	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 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
<b>PCW (no certificate)</b>	Start	\$17.2219	\$35,822	\$17.4803	\$36,359	\$17.7425	\$36,904
	After 2080 hours	\$17.5695	\$36,544	\$17.8330	\$37,093	\$18.1005	\$37,649
	After 4161 hours	\$17.9158	\$37,265	\$18.1845	\$37,824	\$18.4573	\$38,391
	After 6243 hours	\$18.2561	\$37,972	\$18.5299	\$38,542	\$18.8078	\$39,120
	After 8323 hours	\$18.5968	\$38,683	\$18.8763	\$39,263	\$19.1595	\$39,852

\*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 24, 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
Uncertified CCA	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 2080 hours	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 4161 hours	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 6243 hours	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 8323 hours	\$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 "Uncertified CCA" as per the MOA re: CCAs, signed March 24, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 8.0%		% 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
Continuing Care Assistant (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 2080 hours	\$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 4161 hours	\$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 6243 hours	\$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 8323 hours	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov 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
<b>Activity Aide (2 Year Community College Diploma - Recreation)</b>	Probationary Rate	\$19.6244	\$40,819	\$19.9188	\$41,431	\$20.2176	\$42,053	\$20.8241	\$43,314	\$20.9282	\$43,531
	Regular Rate	\$19.9580	\$41,513	\$20.2574	\$42,135	\$20.5613	\$42,767	\$21.1781	\$44,051	\$21.2840	\$44,271
	After 2080 hours	\$20.5712	\$42,788	\$20.8799	\$43,430	\$21.1931	\$44,082	\$21.8289	\$45,404	\$21.9380	\$45,631
	After 4161 hours	\$21.2456	\$44,191	\$21.5643	\$44,854	\$21.8877	\$45,526	\$22.5444	\$46,892	\$22.6571	\$47,127
	After 6243 hours	\$21.9205	\$45,595	\$22.2493	\$46,278	\$22.5830	\$46,973	\$23.2605	\$48,382	\$23.3768	\$48,624
	After 8323 hours	\$22.5959	\$46,999	\$22.9348	\$47,704	\$23.2789	\$48,420	\$23.9772	\$49,873	\$24.0971	\$50,122
<b>Activity Aide (with degree)</b>	Probationary Rate	\$19.6348	\$40,840	\$19.9293	\$41,453	\$20.2282	\$42,075	\$20.8350	\$43,337	\$20.9392	\$43,554
	Regular Rate	\$19.9689	\$41,535	\$20.2684	\$42,158	\$20.5724	\$42,791	\$21.1896	\$44,074	\$21.2955	\$44,295
	After 2080 hours	\$20.5849	\$42,817	\$20.8937	\$43,459	\$21.2071	\$44,111	\$21.8433	\$45,434	\$21.9525	\$45,661
	After 4161 hours	\$21.2598	\$44,220	\$21.5787	\$44,884	\$21.9024	\$45,557	\$22.5595	\$46,924	\$22.6723	\$47,158
	After 6243 hours	\$21.9347	\$45,624	\$22.2637	\$46,308	\$22.5976	\$47,003	\$23.2756	\$48,413	\$23.3920	\$48,655
	After 8323 hours	\$22.6096	\$47,028	\$22.9487	\$47,733	\$23.2929	\$48,449	\$23.9917	\$49,903	\$24.1117	\$50,152
<b>Physiotherapy Assistant (with diploma)  Physiotherapy Assistant (with degree)</b>	Probationary Rate	\$19.8383	\$41,264	\$20.1358	\$41,883	\$20.4379	\$42,511	\$21.0510	\$43,786	\$21.1563	\$44,005
	Regular Rate	\$20.1754	\$41,965	\$20.4779	\$42,594	\$20.7851	\$43,233	\$21.4086	\$44,530	\$21.5157	\$44,753
	After 2080 hours	\$20.7621	\$43,185	\$21.0734	\$43,833	\$21.3895	\$44,490	\$22.0312	\$45,825	\$22.1413	\$46,054
	After 4161 hours	\$21.3891	\$44,489	\$21.7100	\$45,157	\$22.0356	\$45,834	\$22.6967	\$47,209	\$22.8102	\$47,445
	After 6243 hours	\$22.1229	\$46,016	\$22.4547	\$46,706	\$22.7916	\$47,406	\$23.4753	\$48,829	\$23.5927	\$49,073
	After 8323 hours	\$22.8039	\$47,432	\$23.1460	\$48,144	\$23.4932	\$48,866	\$24.1980	\$50,332	\$24.3190	\$50,583

## **APPENDIX "B"**

### **Letter of Understanding – Duty to Accommodate**

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of his or her positions due to a mental or physical disability as defined by the Human Rights Act and where accommodation requires modification to the terms and conditions of employment the parties agree to work together to consider how the Employee's disability can be best accommodated pursuant to applicable legislation.

## **APPENDIX "C"**

### **Memorandum of Agreement – Smoothing / (smooth weeks)**

Smoothing means a process whereby employees may work a variation on a traditional 40 hours per week but resulting in an equalization of hours worked over a defined period of time. During the smooth week(s) when employees work less hours, provided that the Employee had sufficient Holiday hours, the Employee shall first use eight Holiday hours and then four vacation hours needed to continue their regular bi-weekly wages. If the employee does not have sufficient Holiday hours, vacation hours may be used.

In the event that a full-time employee is on a scheduled day off during their short week and works, the employee will be paid overtime for the hours worked.

\*It is understood that Holiday hours used to continue biweekly wages during the smooth week will first come from those Holiday hours banked.

## **APPENDIX “D”**

### **Memorandum of Agreement – Supplemental Benefit Plan**

If requested by the Union, the parties agree to meet prior to tendering to review the current supplemental benefit plan and also to discuss concerns and issues. The Employer will notify the Union at least three (3) months prior to the tendering of the plan. It is acknowledged by the parties that the supplemental plans do include participants other than members of this CUPE local and accordingly the parties are willing to meet with other interested parties.

## **APPENDIX "E"**

### **Letter of Understanding – Joint Provincial Committee - WCB**

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

#### **Top Up Supplement on Benefits**

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (TERB) received by WCB to the net pre accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

#### **Waiting Period**

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2 day period.

6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two day waiting period.
7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in their sick leave bank and the total hours or dollars of sick time used to provide top up during their absence on WCB.

## **APPENDIX "F"**

### **Letter of Understanding – Statutory Holiday scheduling for 8 hour and 8/12 hour F/T employees**

The parties are agreed that eight (8) or eight and twelve (8 & 12) hour full-time employees will have statutory holidays scheduled so as to ensure that these employees receive a three (3) day weekend in every six (6) week schedule.

This Letter of Understanding shall not apply to Support Services employees at Bissett Court.

## **APPENDIX "G"**

### **Memorandum of Agreement – Summer Vacation**

Notwithstanding Article 16.14 (a), Part-Time and Regular Part-Time Employees will provide availability for the summer period by February 1<sup>st</sup>. no shifts granted in accordance with this MOA can be displaced as a result of availability after the February 1<sup>st</sup> date.

## **APPENDIX "H"**

### **Memorandum of Agreement – Scheduling**

Notwithstanding Article 16.14 (b), the parties agree to a minimum six (6) month trial of offering shifts by seniority and declared availability through shift scheduling software. Training and education will be provided in advance.

After six (6) months, the Union may give notice to revert to scheduling in accordance in with Article 16.14 (b).

## **APPENDIX “I”**

### **Memorandum of Agreement – Vacation Planning**

Whereas the parties recognized that 18.04 does not capture the process for requesting and granting vacation currently in practice in the facility, the parties agree to meet within 90 days of the signing of this collective agreement to review the process of requesting and granting vacation including but not limited to:

- The summer vacation process
- The vacation planner process
- Requests for vacation submitted prior to the schedule; and
- Short notice vacation requests

## **APPENDIX “J”**

### **Memorandum of Agreement – 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.

## **APPENDIX “K”**

### **Memorandum of Agreement – Review Scheduling Information**

Within 30 days of the signing of the Collective Agreement the Employer will arrange a meeting with a representative from the Local Union which will include Workforce to review the schedule information that is currently provided to employees and what information is available.

After this initial meeting the Employer and the Union will discuss scheduling issues at each Labour Management (LM) meeting. The Union will advise in advance of the LM meeting of Employee scheduling errors that they wish to review with the Employer. The Employer will provide information it has related to the scheduling error including any available time stamped documents. The parties will discuss options to address Union questions.

Please note, any issues related to Employee scheduling error should be reported promptly to Workforce even if the Union would like to discuss those issues later at the LM meeting.

**APPENDIX "L"**  
**MEMORANDUM OF AGREEMENT**  
**Long-Term Care Assistant- Classification**

**WHEREAS** the Parties have recognized that there are new workload pressures on the workforce Long-Term Care Facilities in Nova Scotia due to measures implemented to reduce the risk of exposure and infection during the Covid-19 pandemic;

**AND WHEREAS** the Employer has decided to add Long-Term Care Assistant (LTCA) positions at the Long-Term Care Facilities it operates as a temporary measure to mitigate the strain and pressures on its workforce resulting from the additional COVID-19 measures;

**AND WHEREAS** the Employer acknowledges that these LTCA positions are bargaining unit positions, and that Canadian Union of Public Employees is the certified bargaining agent;

**AND WHEREAS** the Parties have agreed to the rate of compensation applicable to the LTCA classification when hired at a long-term care facility operated by the Employer, the terms of which they wish to set out in writing in this Memorandum of Agreement;

**NOW THEREFORE**, the Parties agree as follows:

1. Effective December 17, 2020, the LTCA classification shall be paid at the same wage rate across all long-term care homes operated by the Employer, which rates shall be as follows:
  - a) The probationary rate shall be \$16.41/hour; and
  - b) The regular rate shall be \$16.69/hour.

The LTCA classification will be subject to the same increment and special adjustments that are identified in Appendix A as are applicable to the classification of Support Services Attendant.

2. There shall be no retroactive application of these rates for hours worked before December 17,2020.
3. The Employer does not intend to hire LTCAs on a permanent basis, nor as a replacement for or in lieu of any vacant Continuing Care Assistant ("CCA") positions. The addition of LTCA positions by the Employer has been for the purpose of supporting the work of the bargaining unit generally, and specifically to address workload pressures

arising from additional work related to COVID-19 and mitigating risks related to COVID-19 in long-term care.

4. Employees in LTCA positions, and those hired on or after the effective date of December 17, 2020, are required by the Employer to perform duties specific to COVID-19, including but not limited to: active screening of all entrants to the facility, temperature checks, and assisting residents with visits, whether online or in person. The Employer may also assign the LTCA position job duties as outlined in the LTCA job description approved by the Department of Health and Wellness which is attached as Appendix "A".
5. To the extent that some of the job duties of the LTCA may overlap with the job duties of the CCA position, the LTCA may be directed to perform that work provided it is work identified within Appendix "A". In no event shall the LTCA position be required to provide personal care to residents.
6. Nothing in this MOA shall be deemed to impose an obligation on the Employer to hire LTCA positions on a permanent or temporary basis in future. The LTCA positions can be cancelled at any time at the sole discretion of the Employer or at any time if approval for use of the positions from the Department of Health and Wellness ceases.
7. The Union will withdraw all outstanding grievances against the Employer on the issue of compensation for LTCAs.
8. This Memorandum of Agreement is made on a without precedent and without prejudice basis to any other matter and may be relied upon only to enforce the terms of this Agreement itself.