

**COLLECTIVE AGREEMENT**

**Between**

**MINER'S MEMORIAL MANOR**

**And**

**CUPE LOCAL 4974**

(Effective from November 1, 2020 to October 31, 2023)

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## **ARTICLE 1 – PREAMBLE**

Whereas it is the desire of both parties to this Agreement:

- 1.1 To promote the well-being and service to the residents of Miner's Memorial Manor; and
- 1.2 To maintain the existing harmonious relations and settled conditions of employment between the Employer and its Employees; and
- 1.3 To recognize the mutual value of joint discussions and negotiation in all matters pertaining to working conditions, hours of work, scale of wages, well-being and care of the guests, education and productivity; and
- 1.4 To encourage efficiency in operation; and
- 1.5 To promote the morale, well-being and security of all the employees in the bargaining unit.

And whereas it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees are drawn up into as Agreement;

Now therefore the parties agree as follows:

## **ARTICLE 2 – INTERPRETATION & DEFINITIONS**

- 2.1 For the purposes of this Agreement:
  - (a) "Union" means the Canadian Union of Public Employees, Local 4974
  - (b) "Employer" and "Manor" means the Management of Miner's Memorial Manor, 15 Lorne Street, Sydney Mines, NS, B1V 3B9
  - (c) "Bargaining Unit" means all the regular full-time and regular part-time and casual employees, except probationary employees who are not in the bargaining unit.
  - (d) "Employee" means a person employed within the bargaining unit as described above,
  - (e) A "probationary employee" is one working and who has been hired on a probationary basis by the employer, but worked less than 650 hours, based on the probationary period as defined in 2.1 (j).
  - (f) A "regular full-time" employee is one who regularly works 80 hours in a bi-weekly period. A full-time employee is entitled to all rights and benefits of the Collective Agreement.
  - (g) A "regular part-time" employee is an employee who works fewer hours than a regular scheduled full-time employee. Regular part-time employees shall receive benefits on a prorated basis.
  - (h) "Temporary" means an employee hired for a period known to the employer be in excess

of twenty (20) consecutive working days to replace a full-time or part-time employee who is absent due to illness, injury, pregnancy/parental leave, or other approved leaves of absence. Temporary employees do not accumulate seniority unless they become the successful applicant to fill a full or part-time position without a break in service, in which case their seniority shall be backdated to the commencement of their last period of unbroken employment. Temporary employees are required to pay Union dues.

- (i) "Casual" means an employee who works on a day to day basis and is not regularly scheduled. Such employees are usually engaged for replacing absent employees, permanent employees on vacation, holidays or to supplement staffing due to operation requirements. Only Appendix B of the Collective Agreement applies to casual employees.
- (j) "Probationary Period" is that period for newly hired employees up to 650 hours worked in the position. Employment may be confirmed or terminated at any time during this period at the discretion of the employer. The probationary period may be extended at the sole discretion of the employer. The employer shall meet with the Union to advise of such extensions.
- (k) Whenever the feminine or singular appears in this Agreement, it can be considered as the masculine or plural; whichever may apply.
- (l) Part-time workers work less than full-time employees and are entitled to benefits on a prorated basis.
- (m) "Spouse" means two persons who are cohabitating in a conjugal relationship with each other and have done so continuously for a period of at least one year as per the Labour Standards Code of Nova Scotia, Section 2(qa)

### **ARTICLE 3 -- RECOGNITION**

#### **3.01 BARGAINING UNIT**

The employer recognized the Canadian Union of Public Employees and its Local 4974 as the sole and exclusive collective bargaining agent for all employees employed on a permanent full-time or permanent part-time/casual basis in the bargaining unit (as described by the Labour Relations Board of Nova Scotia, Order No. LRB-6324, as amended) save and except the Administrator, Accountant/Bookkeeper, Nursing Supervisor, Administrative Assistant, Dietary/Housekeeping Supervisor, Maintenance Supervisor & Maintenance, Activity Director.

#### **3.02 WORK OF THE BARGAINING UNIT**

Persons whose jobs are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

3.3 The Union shall have the right at any time to have the assistance of an authorized representative when dealing or negotiating with the employer. Such authorized representative shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance and/or regular conduct of Union business with the employer, provided prior approval is requested and received from the Administrator or their delegate. Such permission

shall not unreasonable be withheld.

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.1 No Discrimination**

- (a) The Employer agrees that there shall be no discrimination against any employee on any grounds established in the Human Rights Act, S.N.S. 1991, c.12, as amended.
- (b) The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.
- (c) The Employer, Union and Employee shall support a workplace that is free from bullying behavior.
- (d) A grievance may be filed where there is an allegation of harassment or bullying.

### **4.2 Diversity**

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

The Union and 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 22-Job posting and Selection.

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

5.1 The Management reserves and retains, solely and exclusively, all rights to manage the Manor, and direct its working force, except to the extent those such rights are modified by specific Article of this Collective Agreement.

5.2 Management shall retain the right to make regulations as to the conduct and personal appearance of all employees during working hours.

## **ARTICLE 6 – NO STRIKE OR LOCKOUT**

6.1 The Union agrees that there will be no strikes, slowdowns or other interference of any nature which will stop, curtail, or interfere with work during the term of this Agreement. In the event of any such action taking place, the Union will instruct the employees involved to return

to work and to perform their usual duties to resort to the grievance procedure as established herein.

6.2 The employer agrees that there shall be no lockouts of the employees during the term of this Agreement.

#### **ARTICLE 7 – PROBATIONARY PERIOD**

7.1(a) all new employees shall serve a probationary period of 650 hours of compensated employment. Termination of probationary employees is at the sole discretion of the employer for just cause.

7.1 (b) all new employees shall be required to serve an orientation period of thirty-two (32) hours to be compensated as per Appendix "A", which shall be deducted from the probationary hours above. New employees shall receive the rate of pay as per Appendix "A" as per classification.

7.1 (c) A successful applicant for a job posting shall be placed on a trial period for four hundred and eighty (480) hours worked (60) days. Should the successful applicant prove unsatisfactory in the position during the trial period or if the employee finds himself/herself unable to perform duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and wages or salary consistent with that classification.

7.2 On the completion of an employee's probationary period, the employer will confirm in writing that the employee is no longer a probationary employee.

7.3 An employee whose employment is terminated for just cause, and who is re-employed within a year from the date of such termination, will not be required to undergo a second probationary period.

#### **ARTICLE 8 – UNION SECURITY & CHECKOFF**

8.1 The employer agrees that during the term of this Agreement it is a condition of employment for all present employees to become and remain members in good standing of the Union. It is also agreed that all new employees hired subsequent to the date of signing of this Agreement shall, within fifteen (15) calendar days of the completion of their probationary period, be required to become and remain a member in good standing of the Union.

8.2 The employer shall deduct from every employee the regular bi-weekly union dues uniformly required of all members of this bargaining union and levied by the local and in accordance with its constitution and by-laws.

Deductions shall be direct remittance on a monthly basis. Deductions are to be sent to the CUPE National Union Office, 1375 St. Laurent Boulevard, Ottawa, Ont, K1G OZ7 on the 15<sup>th</sup> of the month by the employer.

8.3 The Union agrees to indemnify and save harmless the employer from any liability arising from the deductions referred to in Article 8.2 above.

8.4 It is agreed that part-time employees shall not be hired if the result would be to reduce the regular working hours or number of full-time employees, nor shall casuals be hired if such

hiring would decrease the number of bargaining unit positions.

8.5 No member of the bargaining unit shall be required or permitted to enter into any agreement with the employer which is inconsistent with this Agreement.

8.6 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 9 -- UNION REPRESENTATIVES & STEWARDS**

9.1 The National Representative of the Canadian Union of Public Employees shall have access to the employer's premises, following notification and approval of to the Administrator, to discuss union business with the employer and/or employees; but in no case shall their visit interfere with the progress of the work.

9.2 The Employer and the Union recognize the importance of the Membership Representative/Shop Steward's role in assisting the Employer's Representative and the Union members. The Employer will recognize the Shop Stewards and Union Representatives whose names and areas of responsibility have been identified in writing.

9.3 Shop Stewards, when required to assist in resolving grievances during working hours must obtain the permission of the stewards and the aggrieved employee's immediate supervisor, permission will not be unreasonably withheld. The steward has the right to assist any employee in which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure. The employer agrees that the stewards shall be granted a reasonable time to perform their duties under this article subject to operational requirements. Representatives/stewards or union officers shall not absent themselves from regular shifts to deal with issues without first notifying their immediate supervisor. When resuming their duties, they shall report to their immediate supervisor.

9.4 The Union agrees to provide the Employer with a current list of members of the Executive and Stewards as of the signing of this Collective Agreement and to promptly provide any change to the list to the Employer and to keep the employer informed of its current list of membership representatives and business representatives.

## **ARTICLE 10 -- SENIORITY**

### **10.1 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to certification or recognition of the Union. 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 Agreement.

### **10.2 Loss of Seniority**

An employee shall only lose their seniority and employment status in the event:

- (a) they are discharged for just cause and is not reinstated; or
- (b) they voluntarily quit their employment; or
- (c) The employee, while on layoff, fails to return to work within seven (7) calendar days following receipt of notice of recall by registered mail; or
- (d) Is laid off and not recalled for a period of 24 consecutive months; or
- (e) is absent for longer than 2 years from the workplace.

Seniority shall apply to all regular full-time/part-time employees of the employer in the bargaining unit.

10.3 The employer shall maintain a seniority list showing the date upon which each employee's seniority commenced, as per Article 2.1 (j) and (k). An up-to-date seniority list shall be sent to the Union, as well as posted in the workplace by January 30th of each year. Any errors or omissions shall be brought to the employer's attention by February 15th. Should amendments be necessary, an accurate list shall be reposted not later than February 28th, if no objections are raised, the seniority list shall be deemed to be correct and the employer's reliance on this seniority list will not be the subject of a grievance. In the event an employee is on a leave of absence, sick leave, etc.; the employer shall mail a copy of the seniority list to the employee's home.

10.4 When an employee is granted a leave of absence with pay or is on maternity/parental leave, it is understood that seniority and benefits are retained.

## **ARTICLE 11 -- HOURS OF WORK**

11.1 (a) All employees' shifts that are (8) consecutive hours duration, shall include one thirty (30) minute meal break with pay, and two (2) paid breaks in the shift. The employer may endeavor to arrange scheduling so that days off run consecutively. It is agreed that employees will not be permitted to leave the premises during their designated meal breaks in all departments.

All employees' shifts that are twelve (12) hours, shall be exclusive of forty-five (45) minutes, one-third of which shall be used in conjunction with a paid fifteen (15) minute period to become a second meal break and inclusive of two (2) fifteen (15) minute rest breaks.

11.1(b) The employer agrees to provide a staff lunch room for the duration of the Collective Agreement, and that employees will not be requested to vacate this room in order to accommodate its use by others, unless otherwise mutually agreed. Employees shall be subject to emergency call only, during the lunch break, and any time taken responding to such emergencies shall be replaced by equivalent time.

11.2 Shifts of regular part-time employees may be less than eight (8) or twelve (12) hours for RCF Wing; but not more than eight (8) or twelve (12) hours except where overtime is required.

11.3 The employer agrees to post work schedules at least seven (7) days in advance of the first working day of each schedule; and in each case, the posted schedule shall be for not less than the ensuing two (2) weeks to be worked. The scheduled shift will not be changed, except in emergencies. The twenty-four (24) hour notice applies to changes in a scheduled shift and not an additional shift.

11.4 The employer agrees that whenever possible, no full-time employee will be scheduled to work more than six (6) consecutive days in a two (2) week period. It is understood that full-time employees will be given one (1) weekend off in every three (3) weeks. It is further agreed that should the union present a schedule that meets all the criteria in the Letter of Understanding attached, part-time employees shall be granted at least one (1) weekend off in each four (4) week period.

11.5 An employee whose shift is changed other than as provided for in Clause 11.3 hereof, and who reports for work as originally scheduled, shall be provided work for the scheduled shift.

11.6 Employees not wishing to be considered for extra shifts may notify the employer in writing therefore having their name not appear on a call list. Part-time employees may be requested to work shifts in addition to those for which they are scheduled. Where part-time employees refuse three (3) or more additional shifts in a pay period, they may have their name removed from additional shift call lists.

11.7 (a) Regular part-time employees shall have preference over casuals for extra shifts, provided it does not result in overtime, nor conflict with 11.7(b) below.

11.7 (b) It is agreed that employees shall be granted a period of rest comprised of at least twenty-four (24) consecutive hours in every seven (7) day period.

11.7 (c) When applying 11.7 (a) and (b) above, it is agreed that should a conflict arise, then 11.7 (b) will prevail.

11.8 Regular part-time employees will be offered temporary full-time status on a seniority basis to replace full-time employees who are absent for such reasons as, but not limited to, WCB injury, illness and other like circumstances. This shall not include vacation time or sporadic sick time. The intent of this article is as follows:

The most senior regular part-time employee who is working shall be offered temporary full-time employment from the first day of vacancy.

11.9 Short shifts: It is agreed that should a full shift become available after the schedule is posted as per 11.3 above, such shifts will be offered to employees based upon seniority within the department.

11.10 Shift trades: Employees shall be allowed to trade shifts with other employees in the department and there will be no limit on the shift trades provided shift trades can only be made when the regular schedulers are working and the shifts are of equal duration. Employees shall fill in a "trade of shift" form and submit to the department head.

11.11 Rest between shifts: Employees shall have twelve-hour rest between shifts unless mutually agreed between the employer and employee.

11.12 Weekend premium: Effective November 1, 2011, all employees shall receive a weekend premium of \$1.75 per hour for all regular hours worked between midnight Friday and midnight Sunday.

11.13 Shift premium: Effective November 1, 2011, all employees shall receive a shift premium of \$1.75 per hour for all regular hours worked between 1800 and 0600 hours.

## **ARTICLE 12 -- OVERTIME & CALL-INS**

12.1(a) All hours worked at the request of the employer in excess of the normal eight (8) hours per shift of voluntary basis, and if worked, will be paid for at time and one-half. It is agreed that employees may exercise the option to take time off in lieu of pay for such overtime worked; which shall be taken at a time mutually agreed between the employee and their supervisor.

12.1(b) Overtime periods of less than fifteen (15) minutes shall not be recorded and paid for and periods of more than fifteen (15) minutes will be rounded to the nearest one-half (1/2) hour. When overtime is offered, it shall be offered to the most senior employee in the department.

12.2 Overtime will only be worked and paid when the work had been approved by the immediate supervisor.

12.3 Employees shall be paid all overtime compensation within two (2) consecutive pay periods after the employee works the overtime.

12.4 (a) A full-time employee who is called in to work and reports for work outside their scheduled working hours shall be paid for a minimum of three (3) hours at the employee's regular rate of pay; or for the number of hours worked at time and one-half (1.5X), whichever is greater.

12.4 (b) A part-time employee who is called in to work, and reports for work, outside their scheduled working hours, shall be paid for a minimum of three (3) hours at the employee's regular rate of pay.

## **ARTICLE 13 -- VACATIONS**

13.1 During each calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) of this Agreement, the employer shall grant vacation leave with pay to each employee in accordance with the following:

(a) For employees with one (1) full year's service, but less than eight (8) years of service three (3) weeks' vacation with pay;

(b) For employees with eight (8) years of service, but less than fifteen (15) years of service — four (4) weeks' vacation with pay;

- (c) For employees with fifteen (15) full years of service — five (5) weeks' vacation with pay;
- (d) After twenty (20) years, six (6) weeks vacation with pay.

Provided always that a new employee who has worked a partial year as of December 31st will be entitled during the following calendar year to 1.25 days vacation per month of service to a maximum of three (3) weeks [fifteen (15) working days] vacation.

13.2 (a) Employees shall not be entitled to accumulate vacations from one year to the next.

13.2 (b) All accrued vacation and vacation banks must be used by December 15 of each calendar year or they will be paid out as of that date.

13.3 Vacation pay shall be at the regular rate of pay in effect immediately prior to the vacation period.

13.4 The employer shall make a reasonable effort to ensure that an employee's request for vacation is approved, Where, on scheduling vacation leave, the employer is unable to comply with the employee's request, the employer shall:

- (a) give the reason for disapproval, if requested, in writing within ten (10) days by the employee affected; and
- (b) make every reasonable effort to grant an employee request in an alternative time.
- (c) (i) vacation schedule shall be approved and posted not later than the fifteenth (15th) day of May in each year. Employees shall receive from the employer a copy of the approval of their vacation. In the event that the employees' vacation is changed and/or cancelled by the employer causing the employee to a monetary loss on vacation accommodations and/or travel and providing the employee does everything reasonably possible to mitigate the loss and providing the employee notifies the employer that the monetary loss will be forfeited, the employer will reimburse the employee for the monetary loss. Also, if an employee is called back to work during their vacation compensation shall be at one and one half (1 1/2) the employees regular rate and the vacation day goes back into the employees vacation bank.  
  
(ii) Vacations requested between January 15<sup>th</sup> and May 15<sup>th</sup> shall be by mutual agreement with the employer and based on seniority where there is a conflict between employees.
- (d) The scheduled vacation list shall be posted for a maximum of fifteen (15) days.
- (e) Once the vacation schedule is posted and shifts are assigned, in the event that vacations are then cancelled, the employer shall provide another shift to the relief that was scheduled for that vacation replacement. Employer agreed to this article with the understanding that the shift must be available, It is understood and agreed that vacation time shall not be requested or granted during the period of December 15th to January 6th of each year.
- (f) It is understood and agreed that vacation time shall not be requested or granted during the period of December 15<sup>th</sup> to January 6<sup>th</sup> of each year.

13.5 Where operational requirements necessitate a decision by the employer to place a restriction on the number of employees on vacation leave at any one time, preference for a period of up to two (2) consecutive weeks shall be given to the employee with the greatest seniority. Preference for vacation according to seniority shall be exercised only once when the vacation is taken in more than one segment.

13.6 An employee, upon their separation, shall be compensated for vacation leave; which they have earned but not taken.

13.7 An employee is entitled to be informed of the balance of their vacation leave with pay credits-once a year.

13.8 Accumulated sick leave shall be substituted for vacation where an employee is hospitalized immediately prior to or during their vacation period.

13.9 Before going on vacation, each employee will be advised of the day and shift such employee is to return to work.

13.10 Full-time employees are entitled to an additional day vacation with pay for each paid holiday which falls during their vacation; which shall be taken as mutually agreed between the employee and the immediate supervisor.

13.11 Full-time employees who, for reason excluding pregnancy/parental leave, are without pay in excess of one hundred and twenty (120) working days in any calendar year, shall then receive vacation entitlement as outlined in Article 13.1 above, pro-rated to paid days worked. It is agreed that this shall be calculated for part-time employees on a pro-rate basis.

13.12 Employees shall receive their vacation pay in the last pay period preceding their vacation provided they give two (2) weeks' notice in writing to the bookkeeper.

#### **ARTICLE 14 -- HOLIDAYS**

14.1 The employer recognized the following thirteen (13) days as paid holidays:

(a)

|                     |                                           |
|---------------------|-------------------------------------------|
| New Year's Day      | Labour Day                                |
| Heritage Day        | National Day for Truth and Reconciliation |
| Good Friday         | Thanksgiving Day                          |
| Easter Sunday       | Remembrance Day                           |
| Victoria Day        | Christmas Day                             |
| Miners Memorial Day | Boxing Day                                |
| July 1              |                                           |

(b) If the anniversary of HRH Queen Elizabeth II is made an official holiday by the federal or provincial government it shall be considered as a paid holiday.

14.2 (a) The employer shall arrange schedules so that full-time employees are off one of Christmas Eve or Christmas Day New Year's Eve or New Year's Day in the same holiday season. Part-time employees shall be able to use one (1) banked holiday with pay during Christmas or New Years. Subject to operational **requirements a**

full-time employee can use multiple banked holidays with pay during Christmas or New Years. The Christmas schedule shall be posted no later than December 1.

14.3 When a day designated as a paid holiday coincides with a full-time employees' scheduled day of rest, the employer shall grant the holiday with pay on a day mutually agreed between the employee and their immediate supervisor.

14.4 When an employee is required to work on a paid holiday, as defined in Article 14.1, they will be paid for all hours worked at one and one-half times (1 1/2 X) their regular rate of pay; and if they are a full-time employee, they will receive one (1) day off with pay in lieu of the holiday, and the employee has the option to take such day at a time mutually agreed between the employee and the supervisor.

14.5 Part-time employees who work on a holiday shall be compensated at the rate of time and one-half (1/2) their regular hourly rate and the equivalent hours worked placed in their holiday bank.

14.6 Holiday banks shall be paid out if not used by March 31st of each year, with the exception of Easter Holidays.

14.7 When an Employee is on approved Holiday Leave and is hospitalized and/or ill, holiday time will be substituted with accumulated sick leave and the holiday time placed back in the Employee's holiday bank.

#### **ARTICLE 15 -- BEREAVEMENT LEAVE**

15.1 If a death occurs in the immediate family of an employee when employee said is at work, then said employee shall be granted bereavement leave with pay for the remainder of his/her their shift for that day.

15.2 If a death in the immediate family of an employee occurs, said employee shall be granted five (5) consecutive days' leave of absence effective midnight following the death; and shall be paid for shifts the employee would normally be scheduled to work during the five (5) days leave if the death had not occurred.

15.3 An employee, when for any reason other than bereavement leave, would not be considered to be at work, if a death in the family should occur, shall not be eligible for bereavement leave with pay.

15.4 For the purpose of ascertaining bereavement leave with pay, the current members of an employee's immediate family shall include father, mother, sister, brother, current spouse or common-law spouse, son, daughter, current mother-in-law, current father-in-law, current step-father, current step-mother, current step-sister/brother, current step-children, grandparents.

15.5 in the event of a death of a niece and nephew of the employee, the employer will grant the employee three (3) working days leave of absence effective midnight following the death and will be paid for those shifts the employee would normally be scheduled to work during the three (3) days if the death had not occurred.

15.6 One (1) day bereavement leave with pay shall be granted for an aunt and/or uncle of the

employee.

15.7 Time off for the purpose of attending the funeral of any other close relative of the employee may be granted.

15.8 If an employee has to travel outside of the Cape Breton area for immediate family, they shall receive up to a maximum of three (3) unpaid additional bereavement days for travel depending on the distance to be travelled.

15.9 If an employee is on approved sick leave, vacation, holiday or time owing leave and a death in the family occurs in as defined in Article 15, these days shall be changed to bereavement leave and the applicable vacation/holiday/sick/time owing banks shall be adjusted accordingly.

15.10 An employee shall be able to bank up to two (2) days of bereavement time in the event that interment will be held at a later date. The employee shall advise the Employer of their intent to bank their two (2) days at the time of the initial bereavement leave.

## **ARTICLE 16 -- OTHER LEAVES**

**16.1 Pregnancy/parental leave/Adoption Leave:** The employer shall grant leave as provided by The Nova Scotia Labour Standards Code to all employees who qualify for pregnancy/parental leave/Adoption Leave. In addition, spouse employees shall be granted one (1) day paid leave on the occasion of the birth of their child.

### **16.2 Court leave:**

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
  - i) in or under the authority of a court; or
  - ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

(b) Any Employee given leave of absence without loss of pay to serve pursuant to this Article, shall have deducted from the Employee's salary an amount equal to the amount of the fees Employee receives for such duty except travel pay and meal allowance.

**16.3 Compassionate leave:** Leave with pay shall be granted up to a maximum of three (3) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family (as defined in 15.4) or other serious family emergencies. Such leave shall not be unreasonably denied. These days shall be deducted from the employee's sick leave bank.

**16.4 Family leave:** Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all existing leave provisions in the Collective Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the

period of the leave to the pension or benefit plan, the employer will pay the employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

**16.5 Education leave:** Subject to operational requirements, the employer agrees that regular employees with one (1) year of employment, who wish to further their education, shall be permitted up to two (2) years of education leave without pay. The employee shall be placed in a position equivalent to that which they held prior to the education leave. The employer agrees; but the education must be work related.

**16.6 Personal leave:** An employee shall be granted five (5) personal days leave per year for good and sufficient cause. Such a request shall be in writing and approved by the employer. Employer agreed that the five (5) personal days will be taken out of the sick leave bank. If the employee has no sick leave, then they can take vacation or holiday time.

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

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

1. Take the absent time as unpaid; or
2. Deduct the absent time from accumulated overtime, holiday time or vacation; or
3. When the employee has no entitlement to accumulated paid leave, the employee may, with approval of the employer, make up the absent time as the scheduling allows.

## **ARTICLE 17 -- LEAVE FOR APPOINTMENTS**

17.1 Employees shall be granted leave of absence up to sixteen (16) hours per calendar year in order to engage in personal preventative medical and dental care. If used, this shall be deducted from the employee's sick leave bank. Such time off with pay shall only be granted provided it is arranged at least seven (7) days in advance and proof of the appointment is supplied. In emergencies and/or short notice situations, such leave shall not be unreasonably denied. The employee shall not have to use a full personal day for the appointment, only a minimum of four (4) hours or the actual hours they need for the appointment whichever is greater.

## **ARTICLE 18 - SICK LEAVE**

18.1 Employees in the bargaining unit shall be entitled to a maximum of eighteen (18) sick leave days with pay during the calendar year of this Agreement for protection against loss of earnings during periods of absence caused by illness or injury. Employees shall be able to have a

maximum of one hundred and twenty (120) sick days and shall be able to carry over sick days from year to year.

18.2 In order to qualify for sick leave payment, an employee shall be required to produce a certificate their duties due to illness; in the event that such illness endures for three (3) or more working days.

18.3 An employee is entitled to be informed of the balance of their sick leave with pay credits once each year.

#### **ARTICLE 19 -- LEAVE FOR UNION BUSINESS**

19.1 Leave for union functions: Leave of absence without pay and benefits shall be allowed for employees to carry on discussions or direct negotiations with the Employer or as a witness or active participant in an arbitration hearing or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated where operational requirements permit. The employer will continue to pay the wages and benefits to employees and bill the union for all monies owing.

19.2 The union shall notify the employer of the names, including the department wherein the employee is employed, of the members of the executive committee.

#### **ARTICLE 20 -- DISCIPLINE & DISCHARGE**

20.1 No employee who had completed their probationary period shall be disciplined or discharged except for just cause.

20.2 in addition to and notwithstanding the employers' general right to discipline and discharge employees, the employer shall have the right to immediately discharge an employee without notice when the employee has abused or stolen from a guest. In addition, it is agreed that employees shall not accept personal gifts from a guest without the written consent of the employer and the employer reserves the right to require the return of such gift to the guest. The employer agrees to provide a form to be used for the purpose of such written consent.

The language on progressive discipline does not apply to or supersede the provision of Article 20.2 of the present Collective Agreement.

In the event the employer takes a disciplinary action against an employee who has completed the probationary period is a suspension or the discharge of the employee, such employee shall be notified in writing of the action and/or penalty with a copy to the National Representative of CUPE.

A disciplinary action against an employee who has completed the probationary period will normally progress through the following steps:

- A verbal warning
- A written warning
- Suspension (if an employee is suspended, 2 weeks with pay pending on the investigation results)
- Discharge

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

No entry of a detrimental nature, which may be used in a subsequent disciplinary action, will be maintained on an employees' file without his prior knowledge. The employees' reply to such entry shall become part of this record. Such entries shall not be used against the employee after a period of eighteen (18) months has elapsed from the date of entry.

20.3 In all cases where meetings of a disciplinary nature are conducted, the employee involved shall be entitled to have a shop steward in attendance. If no shop steward is available, the meeting will be rescheduled until one is available, unless the employee is okay with someone else, provided there shall be no undue delay because of the unavailability of a steward or other union representative.

20.4 It is agreed that employees may view the contents of their personnel file during regular working hours after making an appointment to do so. Employees shall be able to make copies of the information contained in their file.

20.05 Records of any discipline shall be removed from the employee's file if within the subsequent eighteen (18) months there has been no further discipline.

#### **ARTICLE 21 -- NOTICE OF LAYOFF & RESIGNATION**

21.1(a) Layoff Defined - A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

21.1(b) Job Security - Both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained have the skills, ability and qualifications to perform the work required. Employees shall be recalled in the order of seniority provided those employees being recalled have the skills, ability and qualifications to do the work required.

21.1(c) Severance Pay - Severance pay will be paid to eligible employees who have five (5) or more years of service when their employment is terminated due to layoff. Payment will be made following the completion of twelve (12) month "recall period" or at any time during such "recall period", provided the employee waives their right to recall in writing. Severance pay shall be calculated on the basis of two (2) weeks pay for every year of continuous service to a maximum of eight (8) weeks pay. Such payment shall be prorated for part-time employees. At the employees' request, severance shall be paid either in lump sum payment upon termination or held over to the taxation year following termination.

21.2 Notification of Layoff - The employer shall notify employees who are to be laid off fourteen (14) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work fourteen (14) full working days after notice of layoff, the employee shall be paid in lieu if work was not made available, except in the event of a labour dispute involving members of this bargaining unit.

21.3 Notice of Resignation - An employee shall give ten (10) working days' notice to the employer before terminating their employment.

21.4(a) New Hire During Layoffs -No new employee shall be hired until those laid off who have seniority have been given an opportunity for recall, provided they have the skills, ability and qualifications to perform the work.

21.4(b)An employee who is absent from their employment without permission for five (5) consecutive working days shall be deemed to have resigned their position effective the first day of such absence.

21.4(c) An employee may be reinstated if they establish to the satisfaction of the employer that their absence arose from a cause beyond their control and it was not possible for the employee to notify the employer of the reason for such absence.

## **ARTICLE 22 -- JOB POSTING & SELECTION**

22.1 When a new position or vacancy occurs within the bargaining unit, the employer shall post for five (5) calendar days, a notice of such new position or vacancy on a bulletin board where the employees work and will consider applications from within the bargaining unit. A position must be filled within fourteen (14) days of the posting, but the successful applicant shall not commence work in the awarded position until the beginning of a pay period.

22.2 Temporary vacancies: When a temporary vacancy occurs, it shall be filled immediately with the senior part-time/casual employee within that department.

22.3 When a temporary vacancy is known to be for more than ninety (90) days, it shall be posted and filled within two (2) weeks.

22.4 When a temporary vacancy is known and filled by a casual employee, they shall receive the same benefits as a full-time/permanent part-time employee while in the temporary position.

22.5 RCF staff shall be able to apply for and take temporary vacancies as per Article 22.

22.6 In making changes, primary consideration shall be given to fitness, ability, and qualifications to perform the required duties. When fitness, ability, and qualifications are equal, in the opinion of the employer, bargaining unit seniority shall prevail.

## **ARTICLE 23 -- GRIEVANCE & ARBITRATION PROCEDURE**

23.1 A grievance is defined as a difference between the parties over the terms and conditions of this Agreement. An employee who considers themselves aggrieved shall first discuss the matter with their immediate supervisor within five (5) working days of the grievance arising. The employee(s) may have a membership representative/steward present if so desired. The immediate supervisor shall answer the dispute within five (5) working days of the discussions, unless the union agrees to extend this time limit.

When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the immediate supervisor shall be notified accordingly.

### **23.2 – Grievance Procedure**

Step 1 Should the verbal decision(s) given by the immediate supervisor not be acceptable,

the employee(s) shall submit the grievance in writing to the head of the department within five (5) working days of the receipt of the supervisors' response. The department head shall make every effort to reach a mutually satisfactory solution and shall give a decision within five (5) working days of receipt of the grievance.

Step 2 If the grievance has not been settled pursuant to step 1, the union shall, within five (5) working days of receipt of the decision of the department head, submit the written grievance to the administrator who shall render their decision in writing within five (5) working days of receipt of such grievance.

Step 3 If the grievance has not been settled under step 2 above, the union may submit the matter to arbitration, giving the other party written notice, within an additional period of fifteen (15) working days. Where a dispute involving a question of general application or interpretation occurs or the union has a grievance, step 1 may be by-passed.

23.3 The above-mentioned time limits may only be extended in individual cases by the consent in writing of both parties.

#### 23.4 – Arbitration Procedure

In the event that a grievance is submitted to arbitration, the case shall be heard by a single Arbitrator.

(i) The single Arbitrator shall render a decision within thirty (30) days of the final board setting. Arbitration awards shall be final and binding as provided in Section 40 of the Trade Union Act. An Arbitrator shall not alter, modify or amend any part of this agreement; but shall have the power to modify or set aside any penalty of discharge, suspension or discipline unjustly imposed by the Employer on an employee.

(ii) Each party shall pay one-half (.5) the fees and expenses of the Chairperson or single Arbitrator.

(iii) The above time limits may be extended in individual cases by consent in writing of both parties to this agreement.

(iv) For the purpose of this article only, working days shall be Monday to Friday inclusive. The calendar date of the holidays is exempt from this count.

#### 23.5 – Preventive Mediation

The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a conciliation officer from the Nova Scotia Department of Labour. Any discussions by the parties or recommendations of the Mediator shall be made without the prejudice to any further proceedings. Any recommendation made by the Mediator shall not be binding on either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through mediation.

## **ARTICLE 24 -- LABOUR MANAGEMENT COMMITTEE**

24.1 Establishment of Committee: The employer and Union shall establish a Labour Management Committee of four (4) representatives of the Union and four (4) representatives of the Employer.

24.2 Function of Committee: The Committee shall concern itself with the following general matters:

- (a) Constructive dialogue will take place so that better relations can exist between the Employer and employees;
- (b) Reviewing suggestions from employees and/or Employer which foster discussion in order to create a more positive work environment.
- (c) Discussing conditions causing grievances and misunderstanding but not the griever themselves.

24.3 Meetings of Committee:

The Committee shall meet at minimum of twice per calendar year at a mutually agreeable time and place, and more frequently if mutually agreed.

24.4 Chairperson of the Meeting:

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

24.5 Agenda

Each party must submit agenda items one calendar week in advance of the meeting and no other items will be added to agenda unless mutually agreed.

24.6 Minutes of Meeting:

Minutes of each meeting of the Committee shall be prepared and circulated to the members of the Committee. All minutes shall be typed and distributed at least two calendar weeks prior to the next scheduled meeting.

24.7 Jurisdiction of Committee

The Committee shall not have jurisdiction over collective bargaining issues, including the administration of this collective agreement. The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

24.8 Employee shall not suffer a loss of regular pay for meeting time.

## **ARTICLE 25 -- HEALTH & SAFETY**

25.1 The Employer, the Union and the employees recognize that they are bound by the provisions of the Occupational Health and Safety Act (Nova Scotia).

25.2 in accordance with the provisions of the Occupational Health & Safety Act of Nova Scotia, the employer shall make provisions for the occupational safety and health of employees who shall cooperate with the employer in providing for the safety and health of the guests of the manor.

25.3 An employee shall absent him/herself on account of sickness at the request of the employer, when in the employer's opinion, the attendance of such employee at work while sick, could endanger the health and welfare of the guests of the manor. When such an incident occurs, the employee shall be compensated for all hours in the shift that they are scheduled to work.

25.4 The employer agrees to provide to the housekeeping department one (1) pair of safety shoes every two (2) years for each member of the housekeeping department; which will be mandatory to be work during heavy housekeeping. The employer also agrees to reimburse employees for the cost of hairnets purchased by the employee.

25.5 Workplace Violence: 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 26 -- WAGES & CLASSIFICATIONS**

26.1 Attached to and forming part of this Agreement is Appendix "A" covering wages and classifications. The normal biweekly pay will be an amount equal to the hourly rate as determined by Appendix "A", multiplied by eighty (80).

26.2(a) Payday will be every other Thursday, and pay periods shall end on Saturdays prior to payday and the employer will supply adequate statements showing the amount of wages, rates of pay, hours worked, overtime, show accumulated sick hours, medical and all deductions

26.2(b) When there are errors and/or omissions in an employee's pay, the employer will rectify this situation in the same pay period that these errors and/or omissions occur. When paydays fall on a holiday, the employer shall pay the employees the day before the holiday.

26.3 Where an employee is temporarily assigned to perform work in a classification paying a lesser rate than their own, they shall be paid at their regular rate. Where an employee is temporarily assigned to perform work in a classification paying a higher rate than their own, they shall receive the rate of the higher classification.

### **26.4 Reclassification or New Classification**

(a) When the duties or responsibilities in any classification are substantially altered by management or where the Union alleges an employee is incorrectly classified or where a position not covered in Schedule "A" is established during the term of this agreement, the rate

of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on a reclassification and/or rate of pay of the classification in question, such dispute may be submitted to grievance.

(b) When a new classification within the bargaining unit is established by the employer, the employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the employer shall advise the union of the rate.

(c) If the union disagrees with the rate, it shall have the right to request a meeting with the employer. At such meeting, the parties will review the rate, the employer's rationale for establishing the rate and the reasons the union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the employer gave the union notice of the new rate,

26.5 The employer will supply a written job description to each employee for his/her classification.

#### 26.6 Shift Premium

The shift premium shall increase to two dollars and thirty five cents (\$2.35) per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours worked between 1800 hours and 0600 hours.

#### 26.7 Weekend Premium

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

#### 26.8 Responsibility Pay

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

#### 26.9 LPN Facility Pay

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

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

### **ARTICLE 27 -- GENERAL**

27.1 The employer will provide bulletin board space for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.

27.2 Recognizing the importance of providing up-to-date information, in-service training

programs are set up for staff members. The employer shall indicate which in-service training is mandatory and for whom in each classification. The employer shall also compensate any employee who attends a mandatory in-service and if an employee attends these in-services on their day off, they shall be compensated with another paid day off.

27.3 In cases of employer approved absences of employees as a result of mandatory meetings or mandatory training, the employer shall replace the employee for that shift they were scheduled to work.

#### **27.4 No Contracting Out**

In order to provide job security for the members of the bargaining unit, the employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employees. The employer reserves the right to subcontract, transfer, lease, assign or convey such work in whole or in part, but agrees that no such action shall be taken during the term of this agreement.

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

28.1 This Agreement shall remain in full force and effect from November 1, 2020 to October 31, 2023 and shall automatically be renewed for successive periods of twelve (12) months, unless either party notifies the other party in writing, not less than thirty (30) calendar days, and not more than sixty (60) calendar days, prior to the expiration of this Agreement, or any renewal thereof, that it desires to amend the Agreement.

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

#### **28.4 Retro Pay for Former Employees**

Employees-leaving the employment of the employer after October 31, 2020 shall be eligible for retroactive pay, if requested in writing to the employer within thirty (30) days of the effective date of this agreement.

### **ARTICLE 29 -- BENEFIT & BINDING**

29.1 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 30 -- PRECEDENCE OF LEGISLATION**

30.1 In the event that any law passed by the Legislature of the Province or if any Court or Tribunal renders null and void any provision of this Agreement, the remaining provisions shall remain in full force and effect for the term of the Agreement and either party upon written notice to the other may reopen the provision of the Agreement declared null and void.

### **ARTICLE 31 -- BENEFITS**

For employees who are entitled to participate in the Employer's extended health plan under the terms and conditions of that plan (or its equivalent replacement), the Employer shall pay sixty-

five percent (65%) of the cost of premiums for that plan and the eligible employees shall have deducted from their pay the other thirty-five percent (35%) of the cost of the premiums. Dental benefits are included in the plan for all Fulltime and Regular Part-time employees and the Employer shall pay fifty percent (50%) of the cost of the premiums and eligible employees shall have deducted from their pay the other fifty percent (50%) of the cost of the premiums. All eligible employees must participate in the extended health care plan except for those who may opt out under the terms and conditions of the plan. Coverage for each eligible employee shall be in accordance with the terms and conditions of the extended health plan and issues relating to cover age are not arbitrable under this Collective Agreement.

### **ARTICLE 32 – PENSION PLAN**

The Employer and the employees shall participate in the NSHEPP (Pension Plan) in accordance with the eligibility provisions, levels of contribution and all other terms and conditions of the plan.

### **ARTICLE 33 – WORKERS COMPENSATION**

1. 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.
2. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease, and the employee shall be paid only the Workers' Compensation benefits.
3. The Employer and the employee shall continue to cost share the premiums of the group health benefit plan; group life insurance and NSHEPP Defined Benefit Pension plan while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months provided the Employee pays its share of the premiums when due.
4. An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
5. 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.
6. An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the workplace unless the employee continues to receive WCB benefits for the time worked.
7. An employee shall not accrue any other benefits while on Workers' Compensation.

8. The provisions of this Article do not apply to casual employees.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the 19 day of December, 2023

**For the Employer**

*[Handwritten signature]*  
Mary Mac Donald

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\_\_\_\_\_

**For the Union**

*[Handwritten signature]*  
Joseph M. McKern  
Alice Bellon

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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MINER'S MEMORIAL MANOR**

**AND**

**CUPE LOCAL 4974**

The parties agree that in lieu of language in the Collective Agreement, the following shall apply during the term of this Agreement:

- (1) The time off during working hours required of Membership Representative/Shop Stewards to process grievances as outlined in Article 9.3;
- (2) The time off during working hours of members of the Union involved in direct negotiations of a Collective Agreement with the Employer.

In each case of the above cases, the Employer shall continue the regular pay of the employee(s), including all benefits and deductions applicable, with an itemized statement of such amounts to be forwarded periodically to the Local union office for the appropriate reimbursement to the Employer by the Union.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the 19 day of December, 2023

**For the Employer**

Mary MacKinnon  
Mary Mac Donald

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\_\_\_\_\_

**For the Union**

Kim Noble  
Jucapita MacLean  
Alexis Belle

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**MINER'S MEMORIAL MANOR**

**AND**

**CUPE LOCAL 4974**

WHEREAS the parties have agreed that in lieu of language in the Collective Agreement, the following shall apply during the term of this Agreement, unless mutually agreed otherwise:

Article 11.4 The employer agrees consider a schedule (8 hours) as presented by the union which permits for part-time employees to have one (1) weekend off in every four (4) week period, provided that the following criteria are maintained:

- (a) Each employee cannot work more than six (6) consecutive shifts;
- (b) Part-time employees must maintain a minimum of twenty (20) scheduled hours worked per week; and
- (c) Must not be in violation of any of the terms of this Collective Agreement.

Article 13.9 In relation to this Article only, the Employer will give consideration for requests made due to "extenuating circumstances" and the Administrator's decision will be final.

Article 16 Personal leave: The Employer will consider, review and make a decision on requests for unpaid leave. If there is a conflict, Management's decision will be final.

Article 16 Family leave: The Employer will consider, review and make a decision on requests for unpaid leave. If there is a conflict, Management's decision will be final. Such family leave days will be paid from available unused sick bank.

Signed at Sydney Mines, N.S. this 19<sup>th</sup> day of December, 2023

**For the Employer**

Mary MacKinnon  
Mary Mac Donald

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\_\_\_\_\_

**For the Union**

L. Nadeau  
Juqueta MacLean  
Alexis Bellin

\_\_\_\_\_

**SCHEDULE "A"**

**MINER'S MEMORIAL MANOR**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4974**

| Classification         | Expired Hourly Rate | Expired Approx. Annual Rate | Nov. 01-20  | Nov. 01-21  | Nov. 01-22  | Nov. 01-23  | Nov. 01-24  | Nov. 01-25  | Nov. 01-26  | Nov. 01-27  |             |          |
|------------------------|---------------------|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|
|                        |                     |                             | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |          |
| Housekeeping / Laundry | \$16.6933           | \$34,723                    | \$16.9441   | \$35,744    | \$17.1982   | \$35,771    | \$18.1357   | \$37,722    | \$18.6798   | \$38,854    | \$18.7732   | \$39,048 |
| Food Service Worker    | \$16.6933           | \$34,723                    | \$16.9441   | \$35,744    | \$17.1982   | \$35,771    | \$18.1357   | \$37,722    | \$18.6798   | \$38,854    | \$18.7732   | \$39,048 |

| Classification                                        | Expired Hourly Rate | Expired Approx. Annual Rate | Nov. 01-20  | Nov. 01-21  | Nov. 01-22  | Nov. 01-23  | Nov. 01-24  | Nov. 01-25  | Nov. 01-26  | Nov. 01-27  |             |
|-------------------------------------------------------|---------------------|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                                                       |                     |                             | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Personal Care Worker II/Orderly without certification | Start               | \$17,5621                   | \$36,529    | \$17,8255   | \$37,077    | \$18,0928   | \$37,633    | \$18,6356   | \$38,762    | \$18,7288   | \$38,956    |
|                                                       | After 1 year        | \$17,9157                   | \$37,265    | \$18,1844   | \$37,824    | \$18,4572   | \$38,391    | \$19,0109   | \$39,543    | \$19,1059   | \$39,740    |
|                                                       | After 2 years       | \$18,2687                   | \$37,999    | \$18,5428   | \$38,569    | \$18,8209   | \$39,147    | \$19,3855   | \$40,322    | \$19,4824   | \$40,523    |
|                                                       | After 3 years       | \$18,6097                   | \$38,708    | \$18,8887   | \$39,288    | \$19,1720   | \$39,878    | \$19,7472   | \$41,074    | \$19,8459   | \$41,280    |
|                                                       | After 4 years       | \$18,9633                   | \$39,443    | \$19,2476   | \$40,035    | \$19,5364   | \$40,636    | \$20,1224   | \$41,855    | \$20,2231   | \$42,064    |

\*\*Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker II/Orderly without certification" as per the MOA re: CCAs, signed April 14, 2022.

| Classification                                        | Expired Hourly Rate | Expired Approx. Annual Rate | Nov. 01-20  | Nov. 01-21  | Nov. 01-22  | Nov. 01-23  | Nov. 01-24  | Nov. 01-25  | Nov. 01-26  | Nov. 01-27  | Nov. 01-28  |             |          |
|-------------------------------------------------------|---------------------|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|
|                                                       |                     |                             | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |          |
| Personal Care Worker II/Orderly (with PCN/CCA course) | Start               | \$17,5621                   | \$36,529    | \$17,8255   | \$37,077    | \$18,0928   | \$37,633    | \$21,4712   | \$44,660    | \$22,1153   | \$46,000    | \$22,1259   | \$46,130 |
|                                                       | After 1 year        | \$17,9157                   | \$37,265    | \$18,1844   | \$37,824    | \$18,4572   | \$38,391    | \$21,9096   | \$45,572    | \$22,5669   | \$46,939    | \$22,6797   | \$47,174 |
|                                                       | After 2 years       | \$18,2687                   | \$37,999    | \$18,5428   | \$38,569    | \$18,8209   | \$39,147    | \$22,3567   | \$46,502    | \$23,0274   | \$47,897    | \$23,1426   | \$48,137 |
|                                                       | After 3 years       | \$18,6097                   | \$38,708    | \$18,8887   | \$39,288    | \$19,1720   | \$39,878    | \$22,8130   | \$47,451    | \$23,4974   | \$48,875    | \$23,6149   | \$49,119 |
|                                                       | After 4 years       | \$18,9633                   | \$39,443    | \$19,2476   | \$40,035    | \$19,5364   | \$40,636    | \$23,2784   | \$48,419    | \$23,9767   | \$49,872    | \$24,0966   | \$50,121 |

| Classification                 | Expired Hourly Rate | Expired Approx. Annual Rate | Nov. 01-20  | Nov. 01-21  | Nov. 01-22  | Nov. 01-23  | Nov. 01-24  | Nov. 01-25  | Nov. 01-26  | Nov. 01-27  | Nov. 01-28  |             |           |
|--------------------------------|---------------------|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|
|                                |                     |                             | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |           |
| Licensed Practical Nurse (LPN) | Start               | \$26,5566                   | \$55,238    | \$26,9551   | \$56,067    | \$27,3594   | \$56,908    | \$28,1802   | \$58,615    | \$28,1802   | \$58,615    | \$28,3211   | \$58,908  |
|                                | After 1 year        | \$27,1650                   | \$56,503    | \$27,5724   | \$57,358    | \$27,9860   | \$58,211    | \$28,8256   | \$59,957    | \$28,8255   | \$59,957    | \$28,9697   | \$60,257  |
|                                | After 2 years       | \$27,7520                   | \$57,724    | \$28,1682   | \$58,590    | \$28,5907   | \$59,469    | \$29,4484   | \$61,253    | \$29,4484   | \$61,253    | \$29,5957   | \$61,559  |
|                                | After 3 years       | \$28,3212                   | \$59,324    | \$28,9490   | \$60,214    | \$29,3832   | \$61,117    | \$30,2647   | \$62,951    | \$30,2647   | \$62,951    | \$30,4160   | \$63,265  |
|                                | After 25 years      |                             |             |             |             |             |             |             | \$31,3240   | \$65,154    | \$31,3240   | \$65,154    | \$31,4806 |

\*\*Re: 25 Year Service Salary Increment - LPNs: Effective December 5, 2021, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

| Classification              | Expired Hourly Rate | Expired Approx. Annual Rate | 1.5%                    |                                 | 2.5%                    |                                 | 3.0%                    |                                 | 3.5%                    |                                 |
|-----------------------------|---------------------|-----------------------------|-------------------------|---------------------------------|-------------------------|---------------------------------|-------------------------|---------------------------------|-------------------------|---------------------------------|
|                             |                     |                             | Nov 1, 2020 Hourly Rate | Nov 1, 2020 Approx. Annual Rate | Nov 1, 2021 Hourly Rate | Nov 1, 2021 Approx. Annual Rate | Nov 1, 2022 Hourly Rate | Nov 1, 2022 Approx. Annual Rate | Nov 1, 2023 Hourly Rate | Nov 1, 2023 Approx. Annual Rate |
| Journeyman Cook (Incumbent) | \$21.0707           | \$43,827                    | \$21.3869               | \$44,485                        | \$21.7077               | \$45,152                        | \$22.3589               | \$46,506                        | \$22.4707               | \$46,739                        |

**NOTE:**

**General Economic Increases**

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

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

**Classification Adjustments**

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

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

## **APPENDIX "B" – CASUAL EMPLOYEES**

Casual employees, as defined in Article 2 (i), shall be entitled to the following:

1. Casual seniority shall be determined when a casual employee is the successful applicant for a permanent full-time/part-time position;
2. Casual employees shall have the right to apply on inside postings. It is understood that employees who are permanent full-time and permanent part-time will have the right to exercise their seniority first for postings and then casual employees will exercise their right to a positing in order of seniority;
3. In addition to the rate of pay, casual employees shall have added to their hourly rate an additional 4% vacation pay;
4. Casuals shall be paid at the rate of 1.5 of their regular rates for any hours worked on all holidays, Casuals can also bank the 4% vacation premium to be taken as time off at a mutually agreed time;
5. Casuals shall be paid as per Appendix "A" of the Collective Agreement;
6. Casuals shall be entitled to maternity leave, parental leave, and adoption leave as per legislation;
7. Time off for elections — as per legislation;
8. Unjust dismissal;
9. If a death should occur in the immediate family of a casual employee (while at work at Miner's Memorial Manor), the balance of that days' shift shall be paid. Immediate family to include: mother, father, spouse, children, brother and sister. Casuals shall be paid as per Article 15 of this agreement, if they are scheduled to work the next three (3) working days;
10. Casuals shall be entitled to overtime for all hours worked over eighty (80) hours as well as shift and weekend premiums;
11. Casuals shall be called out for shifts in order of seniority from the casual pool;
12. Casuals shall be able to participate in a medical dental and pension plan subject to their meeting the eligibility requirements in the HANS (NSAHO) pension plan and medical dental plan and;
13. Upon notification to their supervisor, a casual worker can have their spread sheet reviewed with respect to their sick time hours

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MINER'S MEMORIAL MANOR**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4974**

**12 HOUR SHIFTS**

**WHEREAS** the parties have introduced a twelve (12) hour shift rotation for Employees employer with the Employer;

**AND WHEREAS** the parties recognize that specific provisions of the collective agreement require modification in order for appropriate application with twelve (12) hour shifts;

**AND WHEREAS** the parties do not intend to provide benefits that are mor or less favourable than those for eight (8) hour shifts;

**NOW THEREFOR** the parties agree to the following:

1. For the purposes of this Agreement, Vacation, Sick Leave and Holidays, a day shall be considered eight (8) hours.
2. Sick leave, vacation and holiday credits shall accrue at the same rate and to the same maximum amounts. When an employee accesses sick leave or holiday credits from their bank, they will use the equivalent of 1.5 days of leave for a twelve (12) hour shift.
3. The Employer may revert to eight (8) hour shifts on sixty (60) days' notice to the Union
4. If notice is given in writing, the Parties will meet within fifteen (15) days of the notice in order to discuss transition plans to an eight (8) hour shift rotation.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the 19 day of December, 2023

**For the Employer**

*Terry MacKenna*  
*Mary Macdonald*

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\_\_\_\_\_

**For the Union**

*Kim Naluk*  
*Juspita MacLennan*  
*Celine Bellin*

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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MINER'S MEMORIAL MANOR**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4974**

**LPN PRACTICE PREMIUM**

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

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

To be eligible for a premium for a twelve (12) month period commencing April 1, 2023, and April 1<sup>st</sup> of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

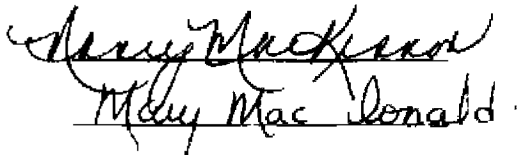
This premium shall be paid in full in a lump sum commencing on June 15<sup>th</sup>, 2020 and on June 15<sup>th</sup> of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify they must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1<sup>st</sup>, 2020 and from April 1 to the following March 31 thereafter.


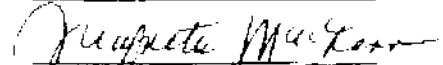
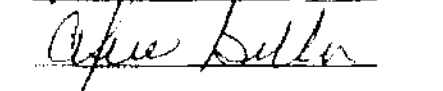
This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the 19 day of December, 2023

**For the Employer**

  
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\_\_\_\_\_

**For the Union**

  
  
  
\_\_\_\_\_  
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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MINER'S MEMORIAL MANOR**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4974**

**Diversity, Equity and Inclusion in the Workplace Committee**

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

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

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

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the 19<sup>th</sup> day of December, 2023

**For the Employer**

Nancy MacDonald  
Mary MacDonald  
\_\_\_\_\_  
\_\_\_\_\_

**For the Union**

Kim Noble  
Juanita MacLean  
Alma Lillie  
\_\_\_\_\_