

ORIGINAL

COLLECTIVE AGREEMENT

BETWEEN

RONALD C. MacGILLIVRAY GUEST HOME
owned and operated by Ronald C. MacGillivray Guest Home Society,
(hereinafter referred to as the "EMPLOYER" or "BOARD")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1562
or its successors,
(hereinafter referred to as the "UNION")

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

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ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of the Union and the Employer:

To maintain and improve the harmonious relationship between the Employer and the Union;

To recognize the value of joint discussions and negotiations in matters pertaining to working conditions and employment services;

To set forth certain terms and conditions of employment;

To maintain professional standards;

To encourage efficiency in operation consistent with a resident-centred approach to care;

To promote morale, and well-being of employees;

Therefore the Parties agree as follows:

ARTICLE 2 - PURPOSE

2.01 The purpose of this agreement is to promote and maintain harmonious relations between the Employer and its employees, to define more clearly wages and conditions of employment which shall obtain between the Employer and employees; to provide an amicable method of settling grievances or differences which may arise from time to time; to provide for the carrying on of the Employer's patient care under methods which will further to the fullest extent possible the safety and welfare of the employees, together with efficiency and economy of operation. It is recognized by this agreement to be the duty of both parties to co-operate fully, both collectively and individually for the promotion of the aforesaid conditions.

ARTICLE 3 - DEFINITIONS

3.01 The term "employee" as used in this agreement shall include all the employees of the Employer at MacGillivray Guest Home, Sydney, NS, with the following exceptions: Registered and Graduate Nurses, Administrator, Payroll Clerk / Receptionist, Dietician, Recreation Director, Director of Finance, Accounting Clerk, Director of Support Services, Manager of Environmental Services, Physiotherapists, Occupational Therapist, Food Services Supervisor, Director of

Resident Care, Assistant Director of Resident Care, Scheduling Coordinator, and those excluded by the Labour Relations Board.

- 3.02 A "Regular 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 and who has successfully completed the probationary period. This collective agreement is fully applicable to Regular Full-time Employees.
- 3.03 A "Regular part time employee" is one who is employed on a continuing basis, but who is regularly scheduled to work less than the schedule of a full-time employee and who has successfully completed the probationary period. All benefits in this agreement apply to such employee on a pro rata to time worked basis.
- 3.04 The "probationary period" shall be the five hundred and sixty (560) hours worked for all newly-hired employees. During this period, employees may be terminated without recourse to the grievance procedure. After completion of the probationary period, seniority shall be carried from the original date of employment. The probationary period may be extended at the sole discretion of the Employer. The Employer shall notify the Union to advise of such extensions.
- 3.05 A "casual employee" is a member of the bargaining unit who works on an "as required" basis and who has not completed two thousand and eighty (2080) hours of work. A casual employee shall pay dues in accordance with Article 6 of this collective agreement. Benefits of this agreement, except wages, do not apply to casual employees. After a casual employee has completed two thousand and eighty (2080) hours worked the employee will be reclassified as a part time employee.
- 3.06 A "part time employee" is one who has completed two thousand and eighty (2080) hours of work but does not have a guaranteed schedule. The collective agreement applies to a part-time employee on a pro rata basis to paid hours.
- 3.07 "Work day" means any day paid for by the Employer.

ARTICLE 4 - MANAGEMENT

- 4.01 The management and the employment, direction and supervision of the employees is vested in the Employer, including transfer, promotion, layoff, suspension and discharge for just cause, subject to the provisions of this agreement.

- 4.02 It shall be the right of Management to make regulations as to the conduct and personal appearance of all employees during working hours. Failure to abide by such regulations shall be made a matter of discussion between Management and the Union Grievance Committee for a first offence. Subsequent offences shall be subject to discipline by Management in the form of suspension or discharge.

ARTICLE 5 - RECOGNITION

- 5.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1562 as the sole and exclusive collective bargaining agent for the employees described in Article 3, above, and agrees to meet the representatives of said Union for the purpose of carrying out the terms of this agreement.
- 5.02 Should a new classification within the bargaining unit be created during the term of this agreement, Management and Union shall meet and decide on the rate and designation.
- 5.03 No employee shall be asked or permitted to make any verbal or written agreement which may conflict with the terms of this agreement.
- 5.04 Wages, hours of work and conditions of employment are recognized to be matters of agreement between the parties, subject to Article 2, Clause 1.
- 5.05 The Union agrees to make available to each new employee, within 30 days of hiring, a copy of the current collective agreement and a list, to be supplied by the Union, of the executive members, which will include the shop stewards from each department.
- 5.06 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass between the Administrator or designate, and the Recording Secretary of the Union. Where correspondence is directed to the CUPE National Representative a copy will be provided to the Recording Secretary and President.

ARTICLE 6 - UNION RECOGNITION

- 6.01 All employees who occupy positions within the bargaining unit shall, as a condition of continuing employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing in the Union after 30 days of employment with the Employer.

ARTICLE 7 - CHECK-OFF

- 7.01 The Employer shall deduct from every bargaining unit employee any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-laws, and owing by them to the Union.
- 7.02 Deductions for union dues shall be made from the payroll bi-weekly and shall be forwarded to the National Secretary-Treasurer of the Union, 1375 St. Laurent Boulevard, Ottawa Ontario K1G 0Z7, not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 7.03 All employees of the Employer, as a condition of continued employment, shall become and remain members of the Union. The Employer agrees to deduct from every employee and employee any monthly dues or assessments levied in accordance with the Union Constitution and By-laws and owing by the employee and to the Union.
- 7.04 The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) The name of each Employee; and
 - (b) The mailing address and telephone number (if available) of each employee; and
 - (c) The personal email address of each employee (if available); and
 - (d) The Employee's employment status (such as full-time, part-time, temporary, casual)

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

ARTICLE 8 - UNION MANAGEMENT COMMITTEE

- 8.01 The Union Management Committee shall be comprised of four (4) representatives of the Union and four (4) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

- 8.02 The committee shall meet no less than three (3) times per year. Additional meetings may be held at the request of either party on two (2) weeks notice in which case the parties shall schedule a meeting at a mutually agreeable time.
- 8.03 Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.
- 8.04 The Union Management Consultation Committee shall meet to discuss matters of concern between the parties which may include the following:
1. Staffing
 2. Orientation
 3. Workload
 4. Scheduling
 5. Transfers
 6. Reassignment
 7. Scheduling difficulties created by short-term and long-term absences
 8. Layoffs
 9. Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process
- 8.05 Minutes are to be drafted by the person appointed to act as secretary to the committee. The Employer shall provide a person to serve as secretary. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting. The Union and the Employer shall sign the minutes. A copy of the signed minutes will be provided to the Union.
- 8.06 The committee shall be responsible for:
1. defining problems
 2. developing viable solutions to such problems
 3. recommending the proposed solutions to the appropriate Employer authority
- 8.07 No employee shall suffer a loss of regular pay and benefits while attending the Union Management Consultation Committee.

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS

- 9.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of the officers. Similarly, the Employer will, when requested, annually

supply the Union with a list of its supervisory or other persons with whom the Union may be required to transact business.

- 9.02 A Union bargaining committee shall be elected or appointed and shall consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- 9.03 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, time to be set with the Administrator or their delegate after making formal appointment.

ARTICLE 10 - GRIEVANCE AND ARBITRATION

- 10.01 Definition of a Grievance: A grievance is any dispute or difference arising out of the interpretation, application, or administration of this Agreement or any allegation that this agreement has been violated, or any question as to whether a matter is arbitrable.
- 10.02 Grievance Committee: The Union will appoint and the Employer will recognize a committee of shop stewards, one from each department who are permanent employees of the Employer, which shall be known as the Grievance Committee, to deal with complaints and grievances.
- 10.03 Permission to Leave Work: The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with, in any way, in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each steward is employed by the Employer and that they will not leave their work during working hours except to perform duties under this agreement. No steward shall leave their work without obtaining the permission of their supervisor which permission shall not be unreasonably withheld.
- 10.04 Procedure for Complaints and Grievances: Alleged complaints and grievances shall be dealt with in the following manner, and this procedure shall not be bypassed.
- Step 1: The aggrieved employee or employees, with a Shop Steward, shall first discuss the complaint with the Department Head within five (5) working days. The Department Head shall respond within five (5) working days.

Step 2: If the alleged complaint is not settled at the first step, the complainant (or the Union if a general grievance), may refer the grievance, in writing, to the Administrator or their representative within five (5) working days of the response at Step 1. The grievance shall state the general nature of the complaint and settlement requested. The Administrator or their representative shall respond within five (5) working days.

- 10.05 **Arbitration:** If the grievance procedure fails to resolve a grievable dispute between the parties, one or other of the parties shall have the right to refer the matter to arbitration within ten (10) days of the reply at Step 2 of the grievance procedure.
- 10.06 **Group Grievance:** The Union shall have the right to file a grievance, which affects a group of employees as a single grievance, listing the employees affected.
- 10.07 **Policy Grievance:** The Union may file a grievance on behalf of the Union which shall be known as a policy grievance and Step 1 of this article may be bypassed.
- 10.08 **Grievance of Safety:** An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance at the second step of the grievance procedure for preferred handling.

Arbitration Procedure

- 10.09 **Selection:** The Union and the Employer shall consult and select an Arbitrator within ten (10) days of receipt of notice of arbitration by either party from the other. A single arbitrator will be used in all cases. Should the parties be unable to agree on the selection of an Arbitrator, a request will be made to the Minister of Labour and Workforce Development for the Province of Nova Scotia to appoint an Arbitrator.
- 10.10 **Hearing:** After an Arbitrator is chosen the Arbitrator or Chairman shall convene a meeting to hear evidence from both parties with respect to the matter in dispute. Within fifteen (15) days of the hearing they shall render a decision which shall be final and binding on the parties.
- 10.11 **Decision:** The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to alter, modify or amend any of the provisions of this Agreement or to make decisions contrary to its provisions but shall have the power to modify or set aside any penalty of discharge, suspension, or discipline imposed by the

Employer. If the incident causing a grievance includes a loss of earnings or loss of benefits, the Arbitrator is empowered to order that such loss or part of such loss shall be reimbursed or restored to the employee(s) based on the evidence submitted.

- 10.12 Fees and Expenses: In an arbitration, each party shall pay its own costs and the fees and expenses of its witnesses and counsel. The fees and expenses of the arbitrator shall be shared equally by the parties.
- 10.13 Time Limits: For purposes of this article, "days" shall exclude any Saturday, Sunday, or Statutory Holiday recognized by this agreement. At any step of the Grievance or Arbitration Procedure, time limits may be extended by mutual consent of the Parties.
- 10.14 Final and Binding: Any settlement of a grievance under this procedure shall be final and binding upon the Employer, the Union and the grievor.

ARTICLE 11 - WAGES

- 11.01 The Employer agrees to pay and the Union agrees to accept the scale of wage rates attached to and forming part of this agreement as Appendix "A".
- 11.02 Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own while there is not work available in their own classification, they shall be paid their regular rate. If an employee is assigned temporarily to perform work in a classification paying a higher rate, they shall receive the rate that goes with the classification for all hours worked in the higher classification.
- 11.03 In the absence of management staff or a registered nurse, including a registered nurse designated to 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*
- 11.04 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 date of ratification and shall be applicable to all hours worked, including overtime hours worked.

- 11.05 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 date of ratification and shall be applicable for all hours worked, including overtime hours worked.

- 11.06 Effective the date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

ARTICLE 12 - HOURS OF WORK

- 12.01 The normal daily hours of work, inclusive of a 30-minute meal period, shall be eight (8) consecutive hours per day. The normal days per week shall be five (5) days per week with a week being the seven day period beginning at 11:00 p.m. Saturday.
- 12.02 The Employer agrees to schedule work shifts so that there will be no broken shifts for regular employees. Regular days off shall normally be consecutive and shall be planned in such a way as to equally distribute free weekends.
- 12.03 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
- 12.04 All employees be permitted a 15-minute rest period both in the first half and the second half of a shift in an area made available by the Employer.
- 12.05 Employees will have at least sixteen (16) hours between shifts unless otherwise agreed.
- 12.06 The employer will provide a meal at no cost to an employee who is required to work more than two (2) hours beyond the end of their scheduled shift when the kitchen is open. A meal allowance of fifteen dollars (\$15.00) will be provided to an employee who is required to work more than (2) hours beyond the end of their scheduled shift when the kitchen is not open.

- 12.07 Regular shifts within the staffing complement shall be covered by regular full time and regular part time employees. Regular part-time and part-time employees shall be offered relief shifts to a maximum of forty (40) hours per week. Casual employees shall be used on an as-needed basis to cover shifts, which become available due to the absence of regular employees.
- 12.08 If any employee is called out when not scheduled to work and works more than four (4) hours, said employee to be allowed to work a full shift.
- 12.09 When calling employees in to work, the Supervisor will call the first one on the list once. If that employee is not available or not able to be reached, the Supervisor will move on to the next employee on the list until relief is found.
- 12.10 Any employee not working and required to attend in-service days shall receive two (2) hours pay.

ARTICLE 13 - OVERTIME

- 13.01 All time worked outside the normal work day or the normal work week, shall be considered as overtime. Overtime periods of less than 15 minutes need not be recorded or paid for; however, overtime periods in excess of 15 minutes shall be paid for in full.
- 13.02 Overtime rates shall apply for work as follows:
- (a) On a regular work day - time and one-half ($1\frac{1}{2}$ x) after eight (8) hours in any one (1) day or shift.
 - (b) On a regular scheduled day off: - double time (2 x).
 - (c) On a holiday when an employee was not scheduled to work - double time (2 x) plus lieu day off.
 - (d) On a holiday when an employee was scheduled to work - time and one-half ($1\frac{1}{2}$ x) plus an alternate paid day off at a later, mutually convenient time.
- 13.03 Overtime and call back time shall be divided equitable among the employees who are willing and qualified to perform the work that is available.
- 13.04 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- 13.05 Twenty-four (24) hours notice shall be given before change of shift, except in emergencies.

ARTICLE 14 - VACATIONS

14.01 Annual Vacation Accumulation

Paid vacation leave credits shall be earned on the basis of regular hours paid.

Vacation credits shall accumulate to regular full and part-time employees on the following basis:

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 120 hours.
- (b) Effective on the commencement of the eighth (8th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.000 regular hours paid to a maximum of 160 hours.
- (c) Effective on the commencement of the sixteenth (16th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to maximum of 200 hours.

14.02 All full time employees who have incurred unpaid leave, regular part time and part time employees shall be entitled to the above vacation on a pro rata basis. Casual employees receive 4% of their gross pay in lieu of vacation.

14.03 For employees hired after May 30, 1999, "service" for calculation of vacation entitlement for regular full time and regular part time employees shall be the length of continuous service, in calendar years, since appointment to a regular position, plus the length of time in equivalent years as a part time or casual employee. Part time and casual employees earn one equivalent year for every 2080 hours worked.

14.04 The vacation year shall be from January 1st to December 31st.

14.05 Vacation eligibility lists and vacation request forms will be posted by January 31st of each year. Employees will have until February 28th to select their preferred vacation dates for the year. On March 1 the vacation request forms will be removed from the posting. An approved vacation schedule will be posted by May 1. Vacation requests received after February 28 will be considered only after requests received by February 28 have been dealt with. Seniority shall be the governing factor in scheduling vacations and divided up as equally as possible.

- 14.06 Vacation time earned in one vacation year shall be taken in the next vacation year. The Employer shall pay employees for vacation time not taken by December 31, after it was earned, except if the employee was prevented by the Employer from taking it, in which case up to forty (40) hours of vacation time may be carried over.
- 14.07 Vacation pay will be at the employee's regular rate of pay at the time of taking the vacation.
- 14.08 If, while an employee is on vacation, they become ill for two (2) or more days, such illness being verified by a doctor's certificate, the employee shall revert to sick leave in accordance with Article 15 and their unused vacation time may be taken at a later date acceptable to the Employer.
- 14.09 If an employee called in to work from a scheduled vacation day the employee will receive double time (2X) for the actual hours worked. The vacation bank will be credited with the vacation hours not used that day.

ARTICLE 15 - SICK LEAVE

15.00 Sick Leave Benefits

- (a) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.
- (b) A casual employee is not entitled to sick leave credits which means the casual employee is expressly excluded from provisions 15.01, 15.02, 15.03 and 15.04.

15.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act. The Employer may require a doctor's certificate.

15.02 Sick Leave Accrual

Paid sick leave credits shall accumulate at the rate of one hour for each fourteen point four (14.4) regular hours paid to a maximum of one hundred and forty-four (144) hours per year. Accrual is effective the first day of employment. The maximum amount of accumulated sick leave credits shall be one thousand and forty (1040) hours.

- 15.03 The Employer agrees to give employees written statement within two (2) months of the end of each year of the amount of sick days accumulated.
- 15.04 A basic medical plan is available to members of the bargaining unit. Effective the date of signing of this agreement, the premiums are paid 65% by the Employer and 35% by the employees.

ARTICLE 16 – WORKERS COMPENSATION

- 16.01 (a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in 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.
- (b) 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. After eighteen (18) months the employee while they continue to be employed shall be responsible for both portions in order to maintain coverage.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee 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.

- (f) An employee shall not accrue any other benefits while on Workers' Compensation.
- (g) The provisions of this Article do not apply to casual employees.

ARTICLE 17 - HOLIDAYS

17.01 The Employer recognizes the following as paid holidays:

- New Year's Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada Day
- Labour Day
- Heritage Day or any other day if proclaimed by the Federal, Provincial or Municipal government
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- 1st Monday in August, or the day in August which is declared a Civic Holiday

17.02 Entitlement to Paid Holiday Leave Credits

Paid holiday leave credits shall be earned by an employee on the basis of regular hours paid. An employee shall accumulate entitlement on the basis of eight (8) hours of holiday credit for every one hundred and sixty (160) hours worked to a maximum accrual of 104 hours of holiday credits in a fiscal year period.

17.03 Time in lieu of a holiday shall be taken within three (3) months of the holiday.

17.04 Subject to staffing requirements, employees may take either the December 25 or the January 1 holiday in any year-end holiday period, but not both unless they fall on the employee's scheduled days off.

17.05 When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a time mutually agreed upon between the employee and the Employer, or, by mutual agreement, one day's pay in lieu thereof.

17.06 In order that an employee may qualify for holiday benefits they must have worked their last scheduled shift prior to and the next scheduled shift following the holiday. An employee absent because of bona fide illness or injury shall be

eligible for holiday benefits provided that the illness or injury is reported to, verified and authorized by the head of the Department or their supervisor.

ARTICLE 18 - SENIORITY

- 18.01 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the employer prior to the certification or recognition of the union. Seniority shall operate on a bargaining unit-wide basis.
- 18.02 In lay-off, rehiring, transfer or promotion to a higher position, the seniority of the employee concerned consistent with the ability to perform the work required, shall be the determining factor. Seniority shall apply as date of hire. Employees hired on or after May 30, 1999, earn their part time service on an equivalent year basis, with 2080 hours worked constituting one (1) year.
- 18.03 (a) The Employer shall maintain a chronological list showing the date upon which each employee's service commenced. An up-to-date chronological list shall be sent to the Union in January of each year and posted on each floor. Any employee who feels the list is not proper shall take it to Management for any changes within 30 days.
- (b) Seniority for casuals shall be based on hours worked. Once an employee reached 2080 hours, seniority is based on date of hire.
- 18.04 An employee shall only lose seniority if the employee:
1. is discharged for just cause and not reinstated;
 2. resigns or retires from work;
 3. fails to return to work within two (2) weeks of recall after being notified by registered mail to do so, provided they are working elsewhere and within five (5) days if not working. It shall be a condition of possible future recall that all employees keep the Employer informed of their current mailing address and telephone number;
 4. is laid off for a period longer than one (1) year.
 5. fails to return to work from an approved leave of absence on the day set out when the leave was approved without sufficient cause;
 6. is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer.
 7. In the event that the Employer rehires a retired employee to work casual shifts within six (6) months of retirement, the employee shall retain their seniority date as of date of retirement. The Decision to rehire a retired employee shall be at the discretion of the Employer.

ARTICLE 19 - PROMOTIONS AND STAFF CHANGES

- 19.01 When a vacancy occurs, or a new position is created, inside or outside the bargaining unit, the Employer shall notify the Union in writing and post notice of position on all Bulletin Boards for a minimum of six (6) days and a maximum of fourteen (14) days in order that all members will know about the position and be able to make written application therefore. Positions inside the bargaining unit shall be awarded within thirty (30) working days, unless mutually agreed otherwise. Positions outside the bargaining unit are filled at the discretion of the employer.
- 19.02 If the vacancy is of a temporary nature and is not expected to exceed forty (40) worked days, the position may be filled without posting. The vacancy shall be offered on a seniority basis first to permanent part time, then to part time and, finally to casual employees in the department where the vacancy has arisen. A vacancy due to maternity leave may be filled in the same manner, even though it may be longer in duration.
- 19.03 Job posting notices shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range and closing date for applications.
- 19.04 In making staff changes, transfers or promotions, appointments shall be made of the applicant with the required qualifications and ability, bearing in mind that, if more than one applicant has the required qualifications and ability, that seniority will be the governing factor.
- 19.05 A successful applicant for a job posting shall be placed on a trial period for three hundred and twenty (320) hours worked. Conditional on satisfactory service, such trial promotion shall become permanent after the trial period. Should the successful applicant prove unsatisfactory in the position during the trial period, or if the employee finds himself unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary consistent with that classification. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary consistent with that classification.
- 19.06 Within 30 calendar days of the date of appointment to a vacant or new position, the name of the successful applicant shall be posted on all Bulletin Boards and to the Secretary of the Union.

19.07 An employee who takes a new position through job posting cannot return to a position for which they have not completed the trial period provided for in this agreement.

19.08 Transfer and Seniority Outside the Bargaining Unit

If an employee is temporarily transferred to a position with the Employer outside of the bargaining unit, they shall retain their seniority. The employee shall continue to accrue seniority for up to one year while in the temporary position.

If an employee applies for and is the successful candidate for a permanent position with the Employer outside of the bargaining unit, they shall retain seniority and continue to accrue seniority for up to three months during the trial period of the permanent position. If the employee returns to the bargaining unit during the first three months of the trial period, they shall be returned to their former position or status if available. If the employee remains in the permanent position after the trial period, they shall lose bargaining unit seniority.

19.09 Diversity

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

The Union and the Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants.

If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 19.

ARTICLE 20 - LAYOFF AND RECALL

20.01 A layoff shall be defined as a reduction in the work force or a reduction in the hours of work as defined in this agreement.

20.02 Both parties recognize that job security should increase in proportion with ability and length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority. An employee about to be laid off may bump

any employee with less seniority, providing the employee exercising the right is qualified and immediately able to perform the work of the employee being bumped. Employees shall be recalled in the order of seniority, provided they have the necessary qualifications, skills, and abilities to do the work required.

20.03 No new employees will be hired until those laid off have been given an opportunity of re-employment.

20.04 Employer shall notify employees to be laid off ten (10) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) days after notice of layoff, they shall be paid in lieu of work for that part of ten (10) days during which work was not available.

20.05 Employees shall notify the Employer ten (10) working days before leaving the employ of the Home. Failure to do so will result in ten (10) days loss of pay.

ARTICLE 21 – LEAVE OF ABSENCE AND NOTICES

21.01 (a) Subject to the operational requirements of the Employer, leave of absence without pay for up to six (6) months may be arranged by mutual consent between the permanent employees and the Employer for any reason deemed by the Employer to be applicable. Subject to the operational requirements of the Employer, leave of absence without pay for up to three (3) months may be arranged by mutual consent between the parties. Subject to the requirements of the Employer, one 3 month extension of this leave may be granted, provided the request is made at least one month before expiry of the approved leave. Approval will not unreasonably be withheld.

(b) Leave for Union Business shall be requested in writing and will not be unreasonably denied.

21.02 Education Leave:

The Employer agrees that it is to the mutual benefit of the Employer and the employees to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with three (3) years of service who wish to further their education may be permitted up to two (2) years of education leave for work related study at the discretion of the Employer. Such approval shall not be unreasonably denied. During the period of leave benefits based on seniority shall be retained but shall not be accumulated. On return, the employee will be placed in a position equivalent to that which they held prior to the leave. Seniority shall continue to accrue for the duration of the leave.

- (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.

21.03 Pregnancy, Parental and Adoption Leave

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

Pregnancy Leave

- (a) The Employer may, prior to approving such leave, request a certificate from a legally-qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (b) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date they will begin or end their pregnancy leave. The employee may amend the notice by:
 - (i) changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
 - (ii) changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- (c) Where notice as required under (b) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of their leave or their return to work.

Rights/Benefits of Employees on Pregnancy or Parental Leave

- (a) The Employer shall not terminate the employment of an employee because of their pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay or from accumulated sick leave where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing their ability to work.
- (c) Should an employee become ill prior to the commencement of their pregnancy leave or during their pregnancy leave, they shall be granted sick leave pay in accordance with the provisions of Article 15.
- (d) When an Employee reports for work upon the expiration of a Pregnancy or Parental Leave, they shall resume work in the same position they held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave.
- (e) Seniority shall continue to accrue for the duration of a pregnancy or parental leave. Any coverage under the Employer's group insurance plans will continue to be provided during the leave provided the employee pays their portion of the premiums each month while on leave. Vacation accumulation shall accrue for up to 17 weeks of pregnancy leave. No other benefits shall accrue.

21.04 Court Leave

- (a) Leave of absence without loss of regular pay or seniority benefits shall be given to an employee who would normally have been scheduled and have been available for work, other than one on leave of absence without pay, or under suspension, who is required:
 - i) to serve on a jury; or
 - ii) by subpoena or summons, to attend as a witness in any employment-related proceedings held:
 - 1. in or under the authority of a court or tribunal; or
 - 2. before an arbitrator or a person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

- (b) The Employer will continue the employee's regular pay during the period of absence required by the court on those days the employee would have normally been scheduled and available to work, provided the employee remits the amount of their Court pay to the Employer. The employee shall retain any Court reimbursement for expenses.

21.05 Compassionate Leave

- (a) Each employee shall be entitled to five (5) days compassionate leave, which includes consecutive days off with pay in case of death in the immediate family of the employee. The first day of bereavement leave will commence at midnight immediately following the day of the death. For the purpose of this clause immediate family includes: father, mother, sister, brother, half-sister, half-brother, husband, wife, daughter, son, father-in-law, mother-in-law, grandparents, grandchildren, step-sister, step-brother, step-parents, step-children sister-in-law, brother-in-law, daughter-in-law, son-in-law, same sex partner and common-law spouse. The employee must notify Management of a common-law arrangement. The "in law" and "step relative" relationships referred to will only be considered immediate family in cases where it is current relationship at the time the benefit is claimed. Additional unpaid leave may be granted at the discretion of the Department Head.
- (b) In case of other relatives, employees shall receive time off with pay to attend the service on the following basis: one (1) day if the service is in the local area and also one (1) full day if the service is outside Cape Breton Island.
- (c) In case of an out-of-province bereavement, an additional two (2) days bereavement will be added.
- (d) in the event the funeral, memorial or internment series is set for a later date, the employee may defer one or more of compassionate leave days to attend the funeral memorial or internment service, if scheduled to work, provided the employee gives the Employer written notice of their intention to do so at the time of the death.

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

1. take the absent time as unpaid; or

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

21.07 Employees with sufficient sick leave credits shall be permitted paid leave of absence of up to sixteen (16) hours per calendar year debited against sick leave credits in order to:

- (a) Attend to emergencies where a member of the employee's immediate family (defined in Article 21.05) who has become ill in order to make alternate care arrangements where the employee's personal attention is required and which could not be serviced by others or attended to by the employee outside of their assigned shift;
- (b) engage in and facilitate the employees personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical or dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied;
- (c) Attend to emergencies where there is a critical condition (e.g. fire, flood) which requires the employees personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require proof satisfactory to the Employer of the need for the leave. Employees may request unpaid leave in the event that they do not have sick leave credits in order to attend to the emergency. The Employer may grant the leave at its discretion however such discretion shall be exercised in a reasonable manner.

21.08 Domestic Violence Leave

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

ARTICLE 22 - SAFETY, HEALTH, AND WELFARE

22.01 The parties acknowledge their common concern for the health and safety of the employees of and visitors to the Company's operations and agree to co-operate

towards the prevention of accidents and the promotion of safety and health within the framework of the *Occupational Health and Safety Act* of Nova Scotia.

- 22.02 The Employer shall make reasonable provisions to ensure the health and safety of employees, in accordance with the *Occupational Health and Safety Act* of Nova Scotia.
- 22.03 A Joint Occupational Health and Safety Committee shall be constituted in accordance with the provisions of the Occupational Health and Safety Act of Nova Scotia. The committee shall be made up of not more than 4 union (3 C.U.P.E., 1 N.S.N.U.) and 4 management employees, but union employees shall make up not less than fifty percent (50%) of the committee. It shall meet monthly, or less frequently if mutually agreed, to review matters of common interest, to review safety incidents, and to make recommendations to management concerning workplace health and safety.
- 22.04 Members of the Joint Occupational Health and Safety Committee shall not suffer any loss of pay for attending committee meetings or participating in its authorized activities on the Employer's premises. All time spent at committee meetings is considered to be time worked and will be paid at straight time.
- 22.05 Any employee injured on the job to the extent that they have to seek medical attention will be paid for the time required, up to the end of their scheduled shift.
- 22.06 The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 23 - NO DISCRIMINATION

- 23.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership or activity in a Trade Union.

ARTICLE 24 - UNION NOTICES

24.01 The Union shall be permitted to post notices on the Employer's Bulletin Board for matters pertaining to Union business.

ARTICLE 25 – MISCELLANEOUS

- 25.01 (a) The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness or absenteeism for other than necessary reasons.
- (b) Should an employee encounter a shortfall in their pay, the Employer shall provide a cheque to the employee no later than the Monday following the pay period.
- (c) The parties agree to share equally in the printing of the Collective Agreement, to a maximum of three hundred dollars (\$300.00) each.
- (d) On the days when the time changes between standard and daylight saving time, employees who work a seven (7) hour shift or a nine (9) hour shift shall each receive eight (8) hours pay at straight time.
- (e) Meals and facilities as provided by the Employer will remain but may be subject to adjustment at a later date, bearing in mind the cost of living.

ARTICLE 26 - DISCIPLINE AND PERSONNEL FILES

26.01 The right to discipline, suspend, or discharge employees for just cause rests with the Employer. A stepwise system of discipline will be used beginning with verbal advice and progressing, if necessary, through written warnings, suspensions and discharge.

26.02 A Steward shall be present whenever an employee is given an official reprimand or is interviewed as part of a formal investigation. The employee shall be informed of the reason for the meeting at its beginning.

26.03 (a) An employee shall have the right at any time during normal business hours to access and review the employee's personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof

shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

- (b) An employee shall have the right the make copies of any material contained in the employee's personnel record.
- (c) Anything of a detrimental nature on an employee's file shall be removed and destroyed eighteen (18) months, except residence abuse.

26.04 Demotion shall not be used as a form of discipline.

ARTICLE 27 - RETIREMENT

27.01 A NSHEPP Defined Benefit Pension Plan is provided for employees. The terms of eligibility and the levels of contribution are as determined by the plan.

27.02 Four (4) weeks written notice of retirement shall be given regarding retirement from employment with the Employer, unless mutually satisfactory arrangements are made otherwise.

ARTICLE 28 - INTRODUCTION OF POLICIES OR PROCEDURES

28.01 New or amended policies or procedures dealing with conditions of employment will be made known submitted in writing to the Union two (2) months prior to their introduction by the Employer. The Union may raise concerns or make suggestions regarding these new or amended policies or procedures and the Employer agrees to consider these concerns or suggestions before implementing the new or amended policies or procedures.

ARTICLE 29 - NO STRIKE OR LOCK OUT

29.01 The Union agrees that there shall be no walkout during the term of this agreement. The employer agrees that there shall be no lock out during the term of this agreement. In the event that there is to be a strike, the parties agree to meet and agree on the essential services that are to be maintained.

ARTICLE 30 - CONTRACTING OUT

30.01 No employee(s) shall be laid off or suffer a reduction in pay or hours of work as a result of the Employer contracting out, sub-contracting out, transferring, leasing,

or assigning any work or services of the bargaining unit, except in emergency situations.

ARTICLE 31 - AMALGAMATION, REGIONALIZATION, MERGER PROTECTION

31.01 In the event the Employer merges or amalgamates with any other body, the successor Employer shall earnestly strive to ensure that:

- (a) Employees shall be credited with all seniority rights with the new employer.
- (b) All service credits relating to vacations with pay, sick leave credits and other benefits shall be recognized by the new employer.
- (c) All work and services presently being performed by members of the Canadian Union of public Employees shall continue to be performed by C.U.P.E. members with the new employer.
- (d) Preference in location of employees in the merged nursing home shall be in on the basis of seniority.

ARTICLE 32 - TERM OF AGREEMENT

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

32.02 Wages for all employees shall be retroactive to November 1, 2020, or the date of hire, if later. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer notice within thirty (30) days of the signing of this agreement.

32.03 Wages for all employees shall be retroactive to November 1, 2020. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer notice within thirty days of the signing of the agreement. Prior to their final day of employment, an employee may give notice by presenting to the Employer a letter directing where the Employer can deposit any retroactive payment which may be owing to the Employee. If the Employer acts in accordance with this direction the Employer has fulfilled its obligation under this Article.

SIGNED this 20th day of June, 2023.

For the Employer:

Jody Garcia

For the Union:

Paula Givote

APPENDIX "A" - WAGE RATES

NOTE: All hourly rates are based on 2080 hours.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Dietary Worker	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
Environmental Services Worker	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
CCA / PCW without certification	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "CCA in Training" 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: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
CCA / PCW (With Course)	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov 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	
Assistant Cook (non-journeyman)	Probationary Rate	\$20.7187	\$43,095	\$21.0294	\$43,741	\$21.3448	\$44,397	\$21.9651	\$45,728	\$22,0951	\$45,958
	Regular Rate	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
Maintenance I	Probationary Rate	\$21.3030	\$44,310	\$21.6125	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,354
	Regular Rate	\$21.6652	\$45,063	\$21.9902	\$45,739	\$22.3189	\$46,425	\$22.9895	\$47,818	\$23.1044	\$48,057
Recreation Programmer (with 2-yr community college diploma in recreation)	Probationary Rate	\$19.6375	\$40,840	\$19.9292	\$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
Recreation Programmer (with university degree in recreation)	After 1 year	\$20.5848	\$42,817	\$20.8937	\$43,459	\$21.2071	\$44,111	\$21.8439	\$45,434	\$21.9525	\$45,661
	After 2 years	\$21.2598	\$44,120	\$21.5787	\$44,884	\$21.9024	\$45,557	\$22.5595	\$46,924	\$22.6723	\$47,158
	After 3 years	\$21.9347	\$45,624	\$22.2638	\$46,309	\$22.5977	\$47,003	\$23.2756	\$48,413	\$23.3920	\$48,655
	After 4 years	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153
Physiotherapy Assistant (with P.A. Training Program)	Probationary Rate	\$18.8383	\$41,264	\$20.1358	\$41,883	\$20.4379	\$42,511	\$21.0510	\$43,786	\$21.1563	\$44,005
	Regular Rate	\$20.1754	\$41,965	\$20.4781	\$42,595	\$20.7853	\$43,233	\$21.4089	\$44,530	\$21.5159	\$44,753
	After 1 year	\$20.7620	\$43,185	\$21.0735	\$43,833	\$21.3896	\$44,490	\$22.0313	\$45,825	\$22.1415	\$46,054
	After 2 years	\$21.3891	\$44,489	\$21.7096	\$45,156	\$22.0355	\$45,834	\$22.6965	\$47,209	\$22.8100	\$47,445
	After 3 years	\$22.1230	\$46,018	\$22.4549	\$46,706	\$22.7918	\$47,407	\$23.4755	\$48,829	\$23.5929	\$49,073
Journeyman Cook	Probationary Rate	\$22.6417	\$47,095	\$22.9814	\$47,801	\$23.3261	\$48,518	\$24.0259	\$49,974	\$24.1460	\$50,224
	Regular Rate	\$23.0267	\$47,895	\$23.3721	\$48,614	\$23.7126	\$49,343	\$24.4343	\$50,823	\$24.5569	\$51,078

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	Mar.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Mar.01-23 Hourly Rate	Mar.01-23 Approx. Annual Rate	Oct.01-23 Hourly Rate	Oct.01-23 Approx. Annual Rate	
Licensed Practical Nurse (LPN)	Start	\$28.5546	\$55,238	\$28.9590	\$56,066	\$29.3593	\$56,907	\$28.1801	\$54,815	\$28.1801	\$54,815	\$28.3210	\$54,908
	After 1 year	\$27.3650	\$56,503	\$27.5724	\$57,351	\$27.9840	\$58,211	\$28.8256	\$59,957	\$28.8256	\$59,957	\$28.9697	\$60,257
	After 2 years	\$27.7528	\$57,724	\$28.1683	\$58,590	\$28.5908	\$59,469	\$29.4485	\$61,253	\$29.4485	\$61,253	\$29.5958	\$61,559
	After 3 years	\$28.5212	\$59,324	\$28.9490	\$60,214	\$29.3833	\$61,117	\$30.2648	\$62,951	\$30.2648	\$62,951	\$30.4161	\$63,265
	After 25 years									\$31.3240	\$65,154	\$31.4807	\$65,480

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" – LPN Practice Premium

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

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

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

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

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

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they work or

may choose to take voluntarily regardless of the location or service they works. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

Memorandum of Understanding Re EI Premium Reduction

Between

MACGILLIVRAY GUEST HOME
(Hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1562**
(Hereinafter referred to as "the Union")

The Employer agrees that the Union's portion of the EI reduction will be paid to the Union annually as soon after the Employer's fiscal year-end audited information is available.

Signed this 20th day of June, 2023.

For the Employer:

Jody Gerrens
Administrator

For the Union:

Paula Luisti
President

Memorandum of Understanding Re Security Camera

Between

MACGILLIVRAY GUEST HOME
(Hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

The Employer agrees to maintain the security camera in the rear parking lot in accordance with the maintenance practices of the Employer.

Signed this 20th day of June, 2023.

For the Employer:

For the Union:

Jody Gentile
Administrator

Paula Gustafson
President

Memorandum of Understanding Re Liability Insurance

Between

MACGILLIVRAY GUEST HOME
(Hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1562**
(Hereinafter referred to as "the Union")

The Employer agrees to maintain the current level of employee liability insurance coverage for the duration of this Collective Agreement.

Signed this 20th day of June, 2023.

For the Employer:

For the Union:

Jody Amur
Administrator

Paula Smith
President

Memorandum of Agreement Re 12 Hours

Between

MACGILLIVRAY GUEST HOME
(Hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1562
(Hereinafter referred to as "the Union")

WHEREAS the parties have introduced a twelve (12) hour shift rotation for Licensed Practical Nurses (LPNs) and Personal Care Workers (PCWs) employed with the Employer; and

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

AND WHEREAS the parties do not intend to provide benefits that are more or less favourable than those for eight hour shifts;

NOW THEREFORE the parties agree to the following:

1. For the purposes of this Agreement, Article 13 – Vacation, Article 14 – Sick Leave and Article 16 – Holidays, a day shall be considered eight (8) hours.
2. Sick leave 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. Only clauses noted below shall replace their number equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply.
4. The Employer may revert to eight (8) hour shifts for LPNs and CCAs on forty-five (45) days notice to the Union.
5. If notice is given in accordance with paragraph #4, the Parties will meet within fifteen (15) days of the notice in order to discuss transition plans to an eight (8) hour shift rotation.

ARTICLE 11 - HOURS OF WORK

- 11.01 The normal daily hours of work, inclusive of a 45-minute meal period, shall be twelve (12) consecutive hours or eight (8) consecutive hours per day. A full-time employee shall normally be scheduled for eighty (80) hours in a bi-weekly period.
- 11.02 The Employer agrees to schedule work shifts so that there will be no broken shifts for regular employees. Regular days off shall normally be consecutive and shall be planned in such a way as to equally distribute free weekends.
- 11.03 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
- 11.04 All employees be permitted a 15-minute rest period both in the first half and the second half of an eight (8) shift in an area made available by the Employer. All employees shall be permitted three 15-minute rest periods distributed during the shift during twelve (12) hour shifts.
- 11.05 Employees will have at least sixteen (16) hours between eight (8) hour shifts or at least eight (8) hours between twelve (12) hour shifts unless otherwise agreed.
- 11.06 The employer will provide a meal at no cost to an employee who is required to work more than two (2) hours beyond the end of their scheduled shift when the kitchen is open. A meal allowance of seven dollars (\$7.00) will be provided to an employee who is required to work more than (2) hours beyond the end of their scheduled shift when the kitchen is not open.

ARTICLE 12 - OVERTIME

- 12.01 All time worked outside the normal work day or the normal work week, shall be considered as overtime. Overtime periods of less than 15 minutes need not be recorded or paid for; however, overtime periods in excess of 15 minutes shall be paid for in full.
- 12.02 Overtime rates shall apply for work as follows:
- (e) On a regular work day - time and one-half (1½ x) after eight (8) or twelve (12) hours in any one (1) day or shift as appropriate.
 - (f) On a regular scheduled day off: - double time (2 x).
 - (g) On a holiday when an employee was not scheduled to work - double time (2 x) plus lieu day off. A lieu day shall be considered to be eight (8) hours.
 - (h) On a holiday when an employee was scheduled to work - time and one-half (1½ x) plus an alternate paid day off at a later, mutually convenient time. A lieu day shall be considered to be eight (8) hours.

12.03 Overtime and call back time shall be divided equitable among the employees who are willing and qualified to perform the work that is available.

12.04 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

12.05 Twenty-four (24) hours notice shall be given before change of shift, except in emergencies.

DATED in Sydney, Nova Scotia this 20th day of June, 2023.

For the Employer:

For the Union:

Jody Bertie
Administrator

Paula Lunde
President

Memorandum of Agreement Re Vacation Requests

Between

MACGILLIVRAY GUEST HOME
(Hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1562**
(Hereinafter referred to as "the Union")

Article 14 – Vacations

The Union and the Employer acknowledge the value of changing the deadline for submitting vacation requests previously outlined in Article 14.05. This article shall now read:

Vacation eligibility lists and vacation request forms will be posted by January 31st of each year. Submission for vacation will be broken down into 2 periods with a designated date to select their preferred vacation dates for that period. For the First period, January 1st to June 30th, vacation requests must be submitted no later than October 1st with an approved vacation schedule posted by December 1st. The Second period, July 1st to December 31st, vacation requests must be submitted no later than April 1st with an approved vacation schedule posted by June 1st. Vacation requests received after the deadline for request will be considered only after requests received before the deadline have been dealt with. Seniority shall be the governing factor in scheduling vacation and vacation will be divided up as equally as possible.

DATED in Sydney, Nova Scotia this 20th day of June, 2023.

For the Employer:

For the Union:

Jody Gervais
Administrator

Paul Gervais
President

Memorandum of Agreement

Diversity, Equity and Inclusion in the Workplace Committee

Between

MACGILLIVRAY GUEST HOME
(Hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1562**
(Hereinafter referred to as "the Union")

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

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

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

DATED in Sydney, Nova Scotia this 20th day of June, 2023.

For the Employer:

For the Union:

Jody Hennes
Administrator

Paula Lussier
President