

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PORT HAWKESBURY NURSING HOME**

**- and -**

**LOCAL UNION 3630**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Term of the Agreement:**

**November 1, 2020 to October 31, 2023**

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THIS AGREEMENT made this 16 day of June, 2023.

**BETWEEN:** Port Hawkesbury Nursing Home  
hereafter referred to as the  
"Employer"

Party of the First Part

**AND:** The Canadian Union of Public Employees, Local Union No. 3630,  
hereafter referred to as the "Union"

Party of the Second Part

#### ARTICLE 1 - PREAMBLE

1.01 **WHEREAS** it is the belief of the Port Hawkesbury Nursing Home and its employees that the purpose of the Nursing Home is to provide high quality health care to our residents to meet their physical, social and spiritual needs.

**AND WHEREAS** it was agreed that a caring, pleasant home atmosphere exists when staff and residents of a Home for Special Care are happy with its operation, it is the desire of all parties to this Agreement:

- (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and employees and their Union.
- (b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work, scale of wages, etc.
- (c) To promote efficiency in operation.
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

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

## ARTICLE 2 - DEFINITIONS

### 2.01 "Regular Full-Time Employee"

means an employee who has completed the probationary period as defined in Article 2.04 and works on a regularly scheduled basis of eighty (80) hours in a two (2) week period or a total of 2080 hours per year.

### 2.02 "Regular Part-Time Employee"

means an employee who has completed the probationary period as defined in Article 2.04 and who is regularly scheduled but who works less than eighty (80) hours per two (2) week period or less than 2080 hours per year. This Collective Agreement is applicable on a pro-rata basis to regular Part-Time employees.

### 2.03 "Casual employee"

- (a) means one who has completed the probationary period and who is employed on an as required basis but who works less than an average of sixteen (16) hours per week determined over any six (6) month period. A casual employee is a member of the bargaining unit. Any casual employee who works greater than the average of sixteen (16) hours per week over any six (6) month period shall have their status changed to a temporary Part-Time employee while maintaining the minimum of sixteen (16) hours per week. At the point that the hours worked fall below the average of sixteen (16) hours per week over the six (6) month period, the employee status reverts back to casual.
- (b) The seniority of casual employees is based on the employee's original date of hire. The seniority of casual employees shall only be used in determining preference, consistent with an employee's skills, ability and qualifications, for appointments to posted temporary vacancies and posted regular vacancies. Appointments shall be made of the applicant possessing the skills, ability and qualifications necessary to perform all of the required functions of the job. Where more than one applicant has the required skills, ability and qualifications, seniority will be the governing factor.
- (c) The assignment of casual employees for available shifts shall be on the basis of seniority. Such shifts shall be distributed as equally as possible.
- (d) **Temporary Vacancies**

Casual employees when replacing full time/part time employees shall receive the following benefits: Vacation, sick leave, holiday and bereavement,

grievance, arbitration and overtime. Upon completion of the temporary assignment, they shall be able to bank their sick leave to a maximum of forty (40) hours and hold it in abeyance until such time as they begin another temporary assignment. Vacation and holiday time shall be paid out.

- (e) Casual employees shall be paid in accordance with Appendix A.\* The provisions of the Collective Agreement do not apply to casual employees.

#### **2.04 "Probationary Period"**

is that period for a newly-hired employee of four hundred and eighty (480) worked hours. The probationary period may be extended at the sole discretion of the Employer to a maximum of one thousand and forty (1040) worked hours. The Employer will notify the Union accordingly. After completion of the probationary period, seniority shall be effective from the original date of employment. Employment may be terminated at any time during the probationary period with recourse to the grievance procedure.

#### **2.05 "Employer"**

means the Port Hawkesbury Nursing Home.

#### **2.06 "Common-law Spouse"**

is defined as one who is not legally married to the employee but has continuously cohabited with the employee for not less than one full year having been represented as husband and wife.

#### **2.07 "Temporary Employee"**

means one which shall not exceed twenty-four (24) calendar months and shall be used as replacement for permanent staff position. Benefits shall be accrued as per normal requirements for the position. Employees who occupy temporary positions shall have their normal permanent position protected during the life of the temporary position occupancy and shall be members of the bargaining unit.

#### **2.08 Gender**

Throughout the Agreement the "plural" includes the "singular" and vice versa as the context requires.

## **2.09 "Length of Service"**

for seniority purposes shall be the original date of hire. With the exception of vacation where Part-time employees earn vacation annually as provided in Article 18, length of service for benefits and pay increment purposes shall be accumulated Employer paid hours of working excluding overtime. Except as may be otherwise specified in this Collective Agreement as it pertains to Part-Time employees, a month of service shall be one hundred and seventy-three (173) hours worked and a year of service shall be two thousand eighty (2080) hours worked. Employees receiving Workers' Compensation benefits shall be deemed to be working for pay increment and vacation increment purposes as defined herein.

## **2.10 "Change of Status"**

an employee who changes employment status from Full-Time to Part-Time or Part-Time to Full-Time during the calendar year shall be entitled to accumulate the benefits of this Agreement on a proportionate basis to paid hours (excluding overtime) in the year.

## **2.11 "Benefits"**

for the purposes of this agreement, benefits shall mean sick leave, vacation, holidays and bereavement leave.

## **2.12 "Working Day"**

does not include Saturday, Sunday or holidays.

# **ARTICLE 3 - MANAGEMENT RIGHTS**

## **3.01 Exercise of Management Rights**

Management's rights referred to in this Article shall be exercised in a manner that is reasonable and consistent with the terms of this Agreement.

## **3.02 Management Rights Recognized**

The Union recognizes that it is the right of the Employer to manage the facility, and without limiting the generality of the foregoing, the Employer shall have the right to:

- (a) Maintain order, discipline and efficiency.
- (b) To operate and manage its business and direct the work force in accordance with its responsibilities.

- (c) To determine the work to be performed and establish standards, methods, procedures and schedules of operations.
- (d) To determine the need for a position within the Home, select, hire, appraise, counsel, transfer, promote, demote, classify, layoff, suspend for a reasonable amount of time, and to discharge an employee for just cause.
- (e) To increase or decrease working forces.
- (f) To maintain reasonable rules and regulations to be observed by employees.
- (g) The exercise of the foregoing rights shall not supersede the other provisions of the Agreement and this clause shall not prevent the processing of grievances.
- (h) Nothing in this article shall deprive an employee from exercising their full rights under the grievance procedure as set out in this Agreement.

## **ARTICLE 4 - RECOGNITION**

### **4.01 Union Recognition**

The Employer recognizes the Canadian Union of Public Employees and its Local 3630 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all Full-Time and regular Part-Time employees of the Employer in Port Hawkesbury, Nova Scotia, but excluding the Director of Facility and Resident Care, Business Manager, Director of Nursing, Registered Nurses, Support Service Manager, and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act.

### **4.02 Jobs in the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit if it results in the layoff or reduction in hours of work of bargaining unit members, except in cases mutually agreed upon by the parties, or in the case of emergencies when no bargaining unit member is readily available, which emergencies shall include epidemics, flood, fire, and power failure and storm. There is recognition and agreement that the Supervisors of Dietary, Environmental and Activities are working supervisors and do a portion of the duties of union positions as a normal function.

#### **4.03 Agreement with the Employer**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

#### **4.04 Application of the Agreement**

This Agreement applies only to regular Full-Time, regular Part-Time and temporary employees. It does not apply to casual employees, grant paid employees or students whether summer or otherwise. However, it is understood that the employment of grant paid employees or students will not result in job loss or reduction of hours of work to employees in the bargaining unit.

#### **4.05 Available Bulletin Board**

The Union will be permitted to post notices of meetings and other matters of interest to the membership on the Employer's bulletin boards, after first obtaining permission from the Director of Facility and Resident Care or their alternate.

#### **4.06 The Employer shall provide the following information annually and shall provide it in electronic form:**

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

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

### **ARTICLE 5 - NO DISCRIMINATION**

#### **5.01 No Discrimination**

The Employer and the Union agree that there shall be no interference, restriction, or coercion exercised or practices with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, or discharge

by reason of race, creed, colour, national origin, political or religious affiliation, sex, marital status, common-law relationship, place of residence, nor by reason of their membership in a trade union.

## **ARTICLE 6 - UNION SECURITY AND ACTIVITIES**

### **6.01 Union Activities during Working Hours**

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

### **6.02 Members in Good Standing**

All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union after completion of the probationary period as defined in Article 2.04.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

### **7.01 Deduction of Dues**

The Employer shall deduct from every employee any monthly dues, initiation fees or assessments levied, in accordance with its Constitution and Bylaws.

### **7.02 Deductions Forwarded to Union**

Deductions shall be forwarded in one cheque to the Secretary-Treasurer, Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, 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. The Union shall inform the Employer of the amount of any deductions.

### **7.03 Employer Indemnity**

The Union shall indemnify the Employer, its officers, employees and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them, or any of them for the purpose of complying with the provisions of this Article.

## **ARTICLE 8 - ACQUAINT NEW EMPLOYEES**

### **8.01 Employer to Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 6 and 7 dealing with Union Security and Activities and Check-Off of Union Dues.

### **8.02 Union to Acquaint New Employees**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first week of employment for the purpose of acquainting each new employee with the benefits and responsibility of Union membership. Where possible, such interview will take place on a group basis during the orientation program for new employees. The representative will provide the new employee with a copy of the Collective Agreement.

### **8.03 Employee Orientation**

Any new employee shall be given a minimum of one (1) day of orientation in order to become familiar with the responsibilities of the position. The department or unit supervisor shall ensure that this orientation program takes place during the first day of employment of the employee.

## **ARTICLE 9 - CORRESPONDENCE**

### **9.01 Correspondence between the Parties**

All correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Employer's Director of Facility and Resident Care or their designate and President and the Recording Secretary of the Union.

## **ARTICLE 10 - LABOUR-MANAGEMENT COMMITTEE**

### **10.01 Establishment of the Committee**

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

presiding over the meeting. The Union and the Employer shall submit their own agendas for each meeting and the chairperson will alternate during the meeting as the subjects on the different agendas are discussed.

#### **10.02 Function of the Committee**

The function of the Labour-Management Committee is to meet and discuss problems of mutual interest. Also to consider constructive criticism of all activities so that better relations shall exist between the Employer and the employees including the promotion of safety and sanitary practices and to correct conditions that lead to grievances and misunderstandings. Employees shall not suffer any loss of pay for the time spent with the Committee.

#### **10.03 Meetings of the Committee**

The Committee shall meet at least once every three (3) months (or more or less frequently as agreed by the parties) at a mutually agreeable time and place on such other occasions as are mutually agreed for the purpose of hearing problems or suggestions to improve resident care or home operations. An agenda of the matters proposed for discussion at any meeting will be exchanged by the parties at least three (3) days prior to the meeting. The Employer will be responsible for mailing the agenda for the meeting that their representatives will be chairing and the Union will be responsible for mailing the agenda for the meeting that their representatives will be chairing. The meeting shall be of no more than two (2) hours' duration unless extended by mutual agreement.

#### **10.04 Minutes of the Meetings**

Minutes of each meeting of the Committee shall be prepared and signed by joint chairpersons not later than ten (10) calendar days after the date of the meeting. Minutes of each meeting of this Committee shall be prepared by both parties on an alternating basis and shall be distributed to the members of the Committee.

#### **10.05 Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union nor of the Employer and 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 the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### **10.06 Cooperation on Safety**

The Employer and the Union shall co-operate in continuing and perfecting the safety and health measures now in effect. The Employer shall follow and work closely with the Occupational Health and Safety Act and this will serve as our guidelines for safety practices within the Home.

#### **10.07 Occupational Health and Safety Act**

The parties will act in accordance with the Occupational Health and Safety Act.

#### **10.08 Workplace Violence**

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 11 - GRIEVANCE PROCEDURE**

#### **11.01 Union Grievance Committee**

In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of not more than four (4) Stewards; however, there shall be only one (1) Steward per department, whose duties shall be to assist any employee working in the respective department or group of departments which the Steward represents in preparing and in presenting their grievance in accordance with the Grievance Procedure.

#### **11.02 Activities of the Union Grievance Committee**

The Union recognizes that each Grievance Committee member is employed by the Employer and that the employee shall not leave their work without obtaining the permission of their supervisor, such permission shall not be unreasonably withheld. While the employee during their normal working hours is engaged in such activity, the employee shall not suffer any loss of remuneration. The Union shall notify the Employer in writing of the names of the Stewards selected or appointed to service grievances.

#### **11.03 Grievance Defined**

Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this Agreement,

including any question as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

**Step 1**

The aggrieved employee shall submit their grievance to their Steward. If the Steward is absent, the employee may submit their grievance to the Chief Steward or other member of the Grievance Committee. If the Steward or Grievance Committee member considers that the grievance is justified, the employee shall discuss the matter complained of with the employee's Departmental Supervisor, within forty-eight (48) hours. The Departmental Supervisor shall render a decision within forty-eight (48) hours of hearing the matter. If the employee does not have a Departmental Supervisor, then the attempt to settle the dispute shall be made with the employee's Department Head.

**Step 2**

Failing a satisfactory settlement under Step 1, the Union shall within five (5) working days of the date that the Director of Facility and Resident Care's reply was received, submit the grievance in writing again bearing the signature of the grievor or union officer, and stating the relief sought, as a condition of its arbitrability, to the Director of Facility and Resident Care or her designate. Within five (5) working days of receipt of the grievance the Director of Facility and Resident Care shall arrange and hold a meeting among the Union Grievance Committee, the employee concerned, the employee's Department Head and any non-bargaining unit persons whom the Director of Facility and Resident Care considers appropriate to discuss the grievance. Within five (5) working days of that meeting, the Director of Facility and Resident Care shall reply in writing to the grievance.

**Step 3**

Failing satisfactory settlement in Step 2, the grievance shall be submitted in written form to the General Manager of Operations and Human Resources of MacLeod Group within five (5) working days which shall render a decision in writing within five (5) working days after it has been submitted. This time may be extended by mutual agreement.

**Step 4**

Failing satisfactory settlement being reached in Step 3, the Union may refer the grievance to arbitration pursuant to Article 12 by giving notice to the Employer within five (5) working days of receipt of the Employer's response in Step 3.

#### **11.04 Assistance of Union Representative**

The Union reserves the right to have the assistance of a representative of the Canadian Union of Public Employees at any stage of the grievance procedure.

#### **11.05 Union or Employer Grievance**

- (a) A grievance related to general work practices or conditions (including requirements to work under unhealthy conditions, sexual harassment, union membership failure to comply with workplace regulations or terms of this contract, etc.) may be instituted by either the Union or the Employer. A grievance of this nature must be submitted in writing (including particulars of the alleged violation and relief sought) by one or the other party directly to the Director of Facility and Resident Care or the Union President as the case may be within ten (10) working days of the event giving rise to the grievance. A meeting shall be arranged and held between the Director of Facility and Resident Care and the Union President within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) working days following that meeting it may be submitted by the grieving party to arbitration pursuant to Article 12.
- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for employees is not available and that it shall not be used to bypass the regular grievance procedure provided for employees.

#### **11.06 Automatic Extension of Time Limits**

When the Director of Facility and Resident Care of the Home or the President of the Homes Local is away, the time limits fixed in this Article will be automatically extended for any outstanding grievance/arbitration case until such time the Director of Facility and Resident Care or the President of Homes Local resumes their normal duties provided that the intention and issue for discussion is stated and dated in writing to the Director of Facility and Resident Care's Office within the time limits.

#### **11.07 Strict Adherence to Process**

It is agreed that the filing and processing of any grievance must strictly follow the grievance procedure and all the steps thereof and within the applicable time limits failing which the grievance shall be considered to be settled and at an end. If the Employer fails to comply with the applicable steps and time limits set out above, the grievor shall be at liberty to proceed according to the required time limits to the next

succeeding step of the grievance procedure. Any of the time limits in this Article may be extended by mutual agreement in writing between the parties.

#### **11.08 Grievance Mediation**

The parties may agree to waive or extend 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 and Advanced Education. Any discussions by the parties or recommendation made by the mediator are without 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.

#### **11.09 Right to Union Representation**

The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievances and all other dealings with the Employer. The representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such representative shall first obtain permission from the Employer before entering the institution.

### **ARTICLE 12 - ARBITRATION**

#### **12.01 Reference of the Grievance**

If final settlement of the grievance is not completed at Step 4 of the employee initiated grievance or pursuant to Article 11.05 (a) of a Union or Employer initiated grievance, the grievance may be referred by either party to arbitration within fifteen (15) days thereafter, by the party referring the matter to arbitration giving such written notice to the other.

#### **12.02 Agreement for an Arbitrator**

Where notice of desire to submit the grievance to arbitration has been given, the parties shall within ten (10) working days of such notice agree upon a person to act as a sole arbitrator of the matter in dispute. If the parties fail to agree upon a person to act as sole arbitrator within the aforesaid ten (10) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

### **12.03 Single Arbitrator or Arbitration Board**

The Arbitrator shall hear and determine the subject matter of the grievance and shall issue a decision and this decision shall be final and binding upon the parties and upon any employee.

### **12.04 Powers of the Arbitrators**

- (a) The Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures imposed, but shall not have the power to add, subtract or modify any terms of this Agreement.
- (b) Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to reconvene to clarify the decision which it shall do within five (5) days.

### **12.05 Cost of Arbitrators**

The Employer and the Union shall equally share any costs not covered by the Department of Labour for the fees and expenses of the Arbitrator.

### **12.06 Witnesses**

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses provided each party bears the cost of their own witnesses who are present.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Discipline, Suspension and Discharge**

An employee covered by this Agreement shall be subject to discipline, suspension or discharge for just cause upon the authority of the Employer. When an employee is discharged or suspended, the employee shall be given the reason in the presence of a Steward, preferably their Steward if available. Such employee and the Union shall be informed in writing within three (3) working days by the Employer of the reason for such dismissal or suspension. Notwithstanding the foregoing, the Employer has the right to discharge a probationary employee for failure to meet an acceptable standard of performance or for cause at the discretion of the Employer.

### **13.02 No Wrongful Discharge**

An employee covered by this Agreement considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a meeting provided by Article 11.03 of the Grievance Procedure.

### **13.03 Right to Personnel File**

An employee shall have the right to see their personnel file at least once a year; provided, one (1) weeks' notice is given. The employee shall have the right to receive a photocopy of any document contained in their file.

### **13.04 Disciplinary Correspondence**

The Employer shall provide the Union with a copy of all disciplinary correspondence given at the same time the employee receives same.

### **13.05 Purging Employee Record**

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, which shall be removed from the employee's personnel file after eighteen (18) months provided that no offences of the same or related nature occur within the eighteen (18) month period. Should disciplinary action be applied to an employee for the same or related offences during an eighteen (18) month period, all records of such offences shall be maintained on an employee's personnel file until a full eighteen (18) months has elapsed without such offences occurring. Offences of an unrelated nature shall not affect the eighteen (18) month period.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Normal Hours of Work**

The normal hours of work for Full-Time employees shall be eight (8) hours per day or twelve (12) hours per day, and eighty (80) hours per two (2) week pay period, with the exception of Cooks. Employees shall be entitled to one (1) thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks per eight (8) hour shift and two (2) thirty (30) meal breaks and two (2) fifteen (15) minute rest breaks per twelve (12) hour shift.

Cooks shall be required to work not more than ten (10) hours per day, and not more than eighty (80) hours in a two (2) week pay period. Cooks shall be entitled to a one-half (1/2) hour paid meal break and three (3) paid fifteen (15) minute rest

breaks.

Scheduling for breaks shall be determined by the manager responsible for the department. Employees who work less than an eight (8) hour shift shall be entitled to meal and rest breaks on a pro-rata basis.

#### **14.02 Posting of Work Schedule**

Schedule of hours to be worked shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks.

#### **14.03 Hours off between Shifts**

The Employer shall make every effort to ensure that employees have sixteen (16) hours off between shifts.

#### **14.04 Early Attendance at Work**

Employees in the Nursing Department shall attend work ten (10) minutes prior to the commencement of the shift for the purpose of receiving a report. This is not considered paid service. Only one (1) CUPE member on each Unit on a rotational basis shall be required to stay for the final ten (10) minutes at the end of the shift.

#### **14.05 Exchange of Shifts**

Employees within the same classification shall be permitted to exchange shifts with each other with the consent of the manager of their department or designate. The employee shall request the shift change at least two (2) business days in advance, except in the case of an emergency, advising the manager of the department of the name of the replacement. Once approved, the replacement employee shall be responsible for the shift. No overtime shall be paid as a result of the approval of this request.

#### **14.06 Change from Standard to Daylight Time**

At the time of change from standard to daylight time, employees shall receive their full pay for the shift. When reverting from daylight to standard time, the employee who works the extra hours shall receive an extra hour's pay at their regular rate.

#### **14.07 Scheduled to a Partial Shift**

Employees scheduled to complete a shift by the Employer for replacement purposes after the commencement of that shift shall be paid for the entire shift provided that the time worked for that shift is in excess of six (6) hours in an eight (8) hour shift, or eight (8) hours in a ten (10) hour shift (Cooks) or nine (9) hours in a

twelve (12) hour shift.. For shifts worked that total less than six (6) hours in an eight (8) hour shift or eight (8) hours in a ten (10) hour shift (Cooks) or nine (9) hours in a twelve (12) hour shift, payment shall be for hours worked to the next highest hour.

#### **14.08 Job Sharing**

The parties agree to a system of "job sharing" as attached hereto as Appendix "B".

#### **14.09 Punctual And Regular Attendance at Work**

The Union agrees to co-operate with the Employer to secure punctual and regular attendance at work and to do all in its power to eliminate tardiness of absenteeism for other than necessary reasons.

### **ARTICLE 15 - OVERTIME AND CALL-BACK**

#### **15.01 Overtime Defined**

Any work performed in excess of eight (8) or twelve (12) hours per day, or in excess of ten (10) hours a day in the case of a ten (10) hour shift (Cooks), or eighty (80) hours in a two (2) week period, averaged over the length of the rotation, at the request of management, shall be paid for at the rate of time and one-half (1.5 x) the regular rate or one and one-half (1.5) hours off in lieu for each overtime hour worked of payment, with mutual agreement between employee and management.

In the event an employee works in excess of four (4) hours of overtime, the employee shall be paid time and one-half (1.5x) the regular rate for the first four (4) hours and two times (2x) the regular rate for all hours of overtime worked in excess of four (4).

#### **15.02 No Layoff to Equalize Overtime**

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

#### **15.03 Distribution of Overtime**

Overtime shall be distributed on a rotating basis. An employee shall be called for overtime in order of their placement on the seniority list. If the employee is unavailable, the Employer shall move to the next name on the seniority list.

#### **15.04 Computing Vacation Pay**

An employee who is absent on approved paid time off during their scheduled work week because of sickness, bereavement leave, holidays, vacation or other Employer paid leave of absence shall, for the purpose of computing vacation pay, be considered as if the employee has worked during these regular hours during such absence.

#### **15.05 Meals for Double Shift**

In the event that an employee works a double shift at the request of the Employer, the Employer shall provide a meal at the Employer's expense to the limit established by the Employer as reasonable.

#### **15.06 No Requirement to Work Overtime**

No employee shall be required to work overtime against their wishes when other fully qualified and willing employees are available to perform the required work.

#### **15.07 Call-Back Pay Guarantee**

An employee who is called to work outside their normal working hours shall be paid for four (4) hours at their regular rate or time and one-half (1.5 x) for all overtime worked, whichever is greater. Any employee who reports for work and their shift has been changed without notice, shall be paid for four (4) hours at the employee's normal rate of pay.

#### **15.08 Call-Back From Vacation**

In the event an employee is called back to work from vacation, the employee shall be compensated at two (2) times the hourly rate of pay for all hours worked on the call-back.

#### **15.09 Preference for Additional Shifts**

Part-time and casual Employees shall indicate to the Employer their availability for additional shifts on a quarterly basis. Additional shifts are offered on the basis of seniority.

## **ARTICLE 16 - LAYOFFS, REHIRING AND REDUCTION OF WORK FORCE**

### **16.01 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.

### **16.02 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.

### **16.03 Notification of Layoff**

The Employer shall notify employees who are to be laid off ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) 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.

### **16.04 Notice of Termination**

An employee shall give two (2) calendar weeks' written notice to the Employer before terminating their employment.

### **16.05 New Hire during Layoffs**

No new employee shall be hired to fill a permanent position 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.

## **ARTICLE 17 - HOLIDAYS**

### **17.01 Holidays Defined**

The following are official holidays for Port Hawkesbury Nursing Home:

New Year's Day  
Heritage Day  
Good Friday

1st Monday in August  
Labour Day  
Thanksgiving Day

Victoria Day  
Christmas Day  
Canada Day  
Easter Monday

Remembrance Day  
Boxing Day  
Truth and Reconciliation Day

The Union and the Employer agree to recognize as a holiday under section 17.01 any other day proclaimed as a holiday by the Provincial or Federal government.

#### **17.02 Work on a Holiday**

Full-Time employees who are scheduled to work on a holiday shall be paid the rate of time and one-half (1.5 x) for the hours worked plus shall receive another eight (8) hour day off with pay at a time mutually agreed between the employee and their supervisor.

#### **17.03 Scheduling of Holiday Time**

Employees shall take the holiday on the date that the holiday falls or at a time as mutually agreed by the employee and their supervisor.

#### **17.04 Holiday during Leave**

When a holiday listed in Article 17.01 occurs while an employee is on Employer paid sick leave or bereavement leave, the holiday shall be banked and rescheduled at a time mutually agreed between the Employer and the employee.

#### **17.05 Holidays for Part-Time Employees**

Part-Time employees who are scheduled to work on a holiday shall be paid the rate of time and one-half (1.5 x) for the hours worked plus shall receive holiday benefits in accordance with Article 17.07.

#### **17.06 Accrual for Part-Time Employees**

In lieu of the holidays listed in Article 17.01, Part-Time employees shall earn holiday benefits at the rate of one hour holiday pay for each 23.5 regular hours paid. Payment for such holidays may be included with the employee's regular pay. With the prior mutual agreement between the employee and the Employer, the employee may receive accrued holiday credits in lieu of earned statutory holiday as time off at a time mutually agreed or as pay on the regular pay day preceding Christmas.

#### **17.07 Eligibility for Holidays**

To be eligible for the above holidays, employees must have worked their scheduled working day prior to the holiday and their scheduled working day following the

holiday unless the employee is on an Employer paid leave of absence approved by the Employer.

#### **17.08 Holidays during Scheduled Days Off**

When any of the above holidays fall on a Full-Time employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed between the employee and their supervisor.

#### **17.09 Christmas and New Year's Day**

An employee shall have either Christmas Day or New Year's Day off. Nothing herein shall be deemed to prevent an employee from voluntarily working both Christmas and New Year's Day.

#### **17.10 Pay in Lieu of Time for Holidays**

In the event that the employee and the supervisor are unable to mutually agree with a date for time off, the employee may elect to receive pay in lieu of time off.

#### **17.11 Bereavement Leave on Paid Holiday**

When a death in the immediate family occurs while an employee is on a paid holiday leave, the employee will be granted bereavement leave and be credited the appropriate number of hours to the employee's holiday bank.

### **ARTICLE 18 - VACATION**

#### **18.01 Annual Vacation**

- (a) Regular Full-time and Regular Part-time employees shall receive maximum annual vacation with pay in accordance with their completed years of service. They shall incrementally advance on their anniversary date.
  - i) With less than one (1) year of service, regular employees shall accumulate vacation credits based on eight (8) vacation hours for each two hundred and eight (208) regular hours paid, (4%).
  - ii) With one (1) year of service but less than two (2) years shall receive eighty (80) hours vacation pro-rated to Part-Time employees on the basis of four percent (4%) of total regular hours paid.
  - iii) With two (2) years of service but less than eight (8) years shall receive one hundred and twenty (120) hours vacation pro-rated to Part-Time

employees on the basis of six percent (6%) of total regular hours paid.

- iv) With eight (8) years of service but less than fifteen (15) years shall receive one hundred and sixty (160) hours vacation pro-rated to Part-Time employees on the basis of eight percent (8%) of total regular hours paid.
  - v) With fifteen (15) years of service or more shall receive two hundred (200) hours vacation pro-rated to Part-Time employees on the basis of ten percent (10%) of total regular hours paid.
- (b) Regular employees who terminate employment shall be compensated for vacation owing on a proportionate basis to the hours worked that year. Where vacation has been advanced to the employee, the employee's final pay will be adjusted to provide for a recovery for the Employer.

#### **18.02 Vacation Carry Over**

Vacation must be taken in the year in which it is earned and shall not be carried over from one year to another. The vacation year is from January 1<sup>st</sup> to December 31<sup>st</sup> of the same year. Part-time Employees may carry over two (2) vacation days for the purpose of leave for storm or hazardous conditions provided that if they are not used by March 31 of the following year, these vacation days shall be paid out by the Employer.

#### **18.03 Vacation Scheduling**

Operational requirements permitting, an employee's vacation period shall be scheduled ~~consecutively with a maximum of three (3) weeks of vacation during the period June 15 to September 15~~ unless requested otherwise by the employee and approved by the Employer.

#### **18.04 Posting Vacation Requests**

The Employer shall post a list requesting employee preferences for vacation dates by February 1<sup>st</sup> and August 31<sup>st</sup> of each year. Employees' preferences for the period from April 1<sup>st</sup> to September 30<sup>th</sup> shall be submitted by February 15<sup>th</sup> and posted by March 15<sup>th</sup>. Requests for vacation time for the period from October 1<sup>st</sup> to March 31<sup>st</sup> shall be submitted by August 15<sup>th</sup> and posted by September 15<sup>th</sup>. Vacation entitlements shall be scheduled by the Employer at the Employer's discretion on a first come, first serve basis where specific vacation requests are not submitted by February 15<sup>th</sup> or August 15<sup>th</sup>. Vacation schedules shall be posted by dates indicated above each year and shall not be changed without mutual consent of both parties, except in an emergency when there are no other employees available.

### **18.05 Holidays during Vacation**

If a paid holiday set out in 18.01 occurs during an employee's vacation period, the employee shall receive holiday pay for the day and the employee's vacation credits shall not be reduced.

### **18.06 Vacation between December 15th to January 15th**

No vacation shall be taken from December 15th to January 15th except by mutual agreement.

### **18.07 Vacation Payout on Termination**

An employee terminating employment at any time in the vacation year prior to using their vacation, shall be entitled to a proportional payment of wages in lieu of such vacation at the time of termination.

### **18.08 No Vacation Waiver**

A Full-Time employee may not waive vacation and receive pay in lieu of vacation.

### **18.09 Vacation Pay Rate**

Vacation pay shall be at the rate effective immediately prior to the vacation.

### **18.10 Recall during Vacation**

Except in emergency where there are no other employees available, no employee who has commenced his vacation shall be required to work during their scheduled vacation period.

### **18.11 Bereavement Leave on Vacation**

When a death in the immediate family occurs while an employee is on a paid vacation leave, the employee will be granted bereavement leave and be credited the appropriate number of hours in the employee's vacation bank.

## **ARTICLE 19 - SICK LEAVE**

### **19.01 Sick leave Defined**

Sick leave is defined as a period of time an employee is absent from work with or without pay by virtue of illness or injury for which compensation is not payable under

Workers' Compensation. Sick leave does not include any illness or injury for which coverage is payable under the short term or long term disability plans.

#### **19.02 Accrual of Sick Time**

A Full-Time employee will accrue fourteen (14) paid work days (112 hours) of sick leave per year to cover casual sickness. These paid sick leave credits shall accumulate at the rate of 9.33 hours per month to a maximum of six hundred and forty (640) hours. Regular Part-Time and temporary employees shall accrue paid sick leave hours pro-rated on a proportionate basis of time worked to Full-Time hours.

#### **19.03 Deduction of Sick Leave Credits**

Deductions shall be made from earned sick leave credits of all hours absent for sick leave. An employee who becomes sick after they commences work on a scheduled working day and who works more than four (4) hours of an eight (8) hour shift, five (5) hours of a ten (10) hour shift and six (6) hours of a twelve (12) hour shift, shall be paid for that day with no deductions from their sick leave credits.

#### **19.04 Cost-Shared Comprehensive Group Health Care Plan**

The Employer and the Union agree that there shall be a 50/50 cost-shared comprehensive plan to cover term life insurance, accidental death and dismemberment, extended health care, vision care, dental care, weekly indemnity and long term disability. It is further agreed that a group medical plan will be cost shared 65/35 with the Employer responsible for the 65% portion.

#### **19.05 Long Term/Short Term Disability Plan and Group Medical Plan**

As a condition of employment, those employees eligible for coverage must join the long term/short term disability plan and group medical plan unless the employee's spouse has a similar plan.

#### **19.06 Medical Certificate**

An employee may be required to produce a certificate from a qualified physician or other certified medical practitioner for any illness.

#### **19.07 Opting out of Plans**

It is agreed that employees may opt out of the extended health care, vision care, drug coverage, or dental care if certified coverage of extended health care, vision care, drug coverage, or dental care is provided through an alternate health plan.

### **19.08 Sick Leave Entitlement**

An employee is entitled to receive sick leave with pay provided the employee is unable to perform their duties in accordance with Article 22.01 and provided the employee has the necessary sick leave credits.

### **19.09 Sick Leave Dis-entitlement**

An employee is not entitled to receive sick leave when the employee is on a leave of absence without pay, Workers' Compensation, Bereavement Leave. An employee who is on vacation or a statutory holiday may change their status to sick leave provided that a medical certificate is provided to the Employer for the period of such leave.

### **19.10 Vacation During Short Term Disability**

Where an employee qualifies for coverage under the short term disability plan there shall be no deduction from the employee's allowed vacation credits for such period. The period of vacation so displaced will be rescheduled at a time mutually convenient for both the Employer and the employee.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 Leave of Absence for Union Business**

Leave of absence without pay and without loss of seniority shall be granted by the Employer upon request of the Union, up to a maximum number of two (2) elected or appointed to represent the Union at Union conventions or Union training courses. Such time shall not exceed a total of twelve (12) days in any year. The names of the Union delegates and/or alternates shall be forwarded to the Employer at least four (4) weeks prior to such leave, if possible.

### **20.02 General Leave of Absence**

Leave of absence without pay and without loss of seniority may, in the discretion of the Employer, be granted to a Full-Time or a regular Part-Time employee for good and sufficient cause. Such requests for leave of absence shall be made in writing to the Employer. Such leave is not to exceed the period of twelve (12) months in any year. Any employee who has been granted leave of absence under this clause shall not accumulate vacation credits, but shall retain all credits accumulated prior to such leave of absence and shall retain normal employment status.

### **20.03 Benefits during Leave of Absences**

During a leave of absence without pay an employee shall retain their seniority but shall not be entitled to receive sick leave, vacation or bereavement benefits. Proration of sick leave, vacation and other credits will commence if the leave of absence totals more than thirty (30) days per year.

### **20.04 Maximum Term for Leave of Absence**

A leave of absence is not to exceed twelve (12) months. Prior to commencing an unpaid leave of absence, the employee may choose to pay the Employer's and the employee's share of the group health care plan in existence at the time, for the period of said leave, or such other as may be determined by the Employer. Upon returning to work the employee shall retain all benefits accumulated prior to such leave of absence and shall retain prior employment status.

### **20.05 Leave of Absence for Union Negotiations**

Employees, up to a maximum number of four (4), however only one (1) per department, on the Union Negotiation Committee, shall be granted paid leave of absence while engaged in negotiations with the Employer. The total number of paid days under this clause shall not exceed eight (8) days per contract period with the other days as necessary being granted as time off without pay.

### **20.06 Education Leave and Examinations**

- (a) The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with three (3) years employment, who wish to further their education, shall be permitted up to two (2) years of education leave. Any benefits based on service and seniority shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which they held prior to the education leave.
- (b) In the event an employee is required to write examinations to upgrade their employment qualifications relevant to their work with the Employer, the employee shall be granted time off to write the examinations without loss of pay, seniority or benefits.

### **20.07 (a) Preventative Leave**

Subject to the following, employees shall be entitled to leaves of absences in order to engage in and facilitate the employee's personal preventative medical or dental care:

- (i) The employee shall advise their immediate supervisor when they

become aware of a personal medical and/or dental appointment which may conflict with the employee's schedule to work.

- (ii) The employee shall be allowed the use of up to sixteen (16) hours from available sick leave credits and debited against sick leave credits per annum to the extent that the employee has the sick leave credits available. Cooks shall be allowed the use of up to twenty (20) hours per annum.

(b) **Family Illness Leave**

Employees with sufficient sick leave credits available shall be allowed paid leave of absence of up to three (3) eight (8) hour days per annum, (3) ten hour days for Cooks, debited against sick leave credits in order to attend to emergencies where:

- (i) The employee's own medical or dental health is at an immediate and serious risk; or
- (ii) A member of the employee's immediate family (as defined in Article 21) or someone who personally resides in the employee's household has become ill or disabled; or
- (iii) In order to attend to emergencies where there is a critical condition (fire, flood, or other natural disaster) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

**20.08 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.

**20.09 Domestic Violence**

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

## **ARTICLE 21 - BEREAVEMENT LEAVE**

### **21.01 Bereavement Leave during Work**

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

### **21.02 Bereavement for Immediate Family**

If a death occurs in the immediate family of an employee, said employee shall be granted five (5) calendar days off (with pay if scheduled to work), effective midnight following the death.

### **21.03 Immediate Family Defined**

For the purpose of ascertaining bereavement leave days, the members of an employee's immediate family shall not include any person other than father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, spouse (including common-law spouse), brother, sister, son, daughter, stepparents, foster parents and foster children, grandparents, and grandchildren.

### **21.04 Bereavement Leave for Relatives**

In the case of the death of an employee's brother-in-law, sister-in-law or any relative in the same household as the employee, they shall receive three (3) consecutive days off (with pay if scheduled to work).

### **21.05 Leave to Attend Funeral**

Two (2) days bereavement leave (with pay if scheduled to work) shall be granted to an employee to attend the funeral of an aunt, uncle, niece and nephew.

### **21.06 Additional Bereavement Leave**

The Employer may grant additional bereavement leave without pay in cases where extraordinary circumstances prevail.

### **21.07 Mother-in-law is the mother of the employee's spouse. Father-in-law is the father of the employee's spouse.**

A legal separation and/or a divorce end the "in-law" relationship. No employee is permitted to be considered to have more than one spouse.

An employee who qualifies for a bereavement leave in accordance with 21.02 or 21.04 may elect to defer one paid day of bereavement leave to be used to attend a service for the deceased at a later date provided the employee provides sufficient notice to the Employer of the intent to defer and the date of the service.

- 21.08** In the event that funeral, memorial or internment service is set for a later date, the employee may defer one compassionate leave day 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.

## **ARTICLE 22 – PREGNANCY, PARENTAL AND ADOPTION LEAVE**

### **22.01 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.

### **22.02 Commencement of Pregnancy Leave**

To qualify for pregnancy leave, an employee must provide a medical certificate from a legally qualified medical practitioner, stating that the employee is pregnant and specifying the expected date of delivery. The employee must also notify the Employer at least four (4) weeks before the date the employee intends to begin the leave. Pregnancy leave must commence no sooner than sixteen (16) weeks before the expected date of delivery and no later than the date of delivery. The employee must provide four (4) weeks' notice of the date the employee will return to work.

### **22.03 Employer required Pregnancy Leave**

The Employer may require an employee to commence pregnancy leave if the duties of their position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by their pregnancy.

### **22.04 Sick Leave during Pregnancy Leave**

Providing the employee has accrued sick leave credits available, the employee shall be eligible to apply for sick leave benefits for those shifts the employee would have normally been scheduled to work during the seven (7) calendar days after the birth, commencing on the day of the birth. In the case of a caesarean delivery, the period shall be six (6) calendar weeks, commencing on the date of delivery.

### **22.05 Return to Work after Pregnancy Leave**

Upon completion of the leave, the employee will be returned to their former position or to a comparable position with equivalent salary and benefits.

### **22.06 Commencement of Parental and Adoption Leave Entitlement**

To qualify for parental or adoption leave, an employee must either provide a certificate of a legally qualified medical practitioner (as above) or, in the case of adoption, provide a certificate from an official in the Department of Community Services as proof of entitlement for parental or adoption leave. The employee must also notify the Employer at least four (4) weeks before the date the employee intends to begin the leave. The employee must provide four (4) weeks' notice of the date the employee will return to work.

### **22.07 Parental and Adoption Leave Entitlement Deferral**

Parental leave may be interrupted and deferred once if the child is hospitalized for more than one (1) week.

### **22.08 Return to Work after Parental and Adoption Leave**

Upon completion of the leave, the employee will be returned to their former position or to a comparable position with the equivalent salary and benefits.

## **ARTICLE 23 - JURY DUTY**

### **23.01 Jury Duty Leave**

The Employer will grant leave and pay compensation resulting in no loss of total earnings or benefits to an employee who is required to serve on jury duty. The employee will provide proof from the Supreme Court of time served and payment for jury duty. The employee will give at least three (3) days' advance notice of such absence wherever possible.

**23.02** If an employee called to jury duty is not called to serve on a jury at designated times during the term of the Supreme Court, the employee shall return to the Home and resume their normal shift.

### **23.03 Leave for Subpoenaed Employee**

An employee subpoenaed for matters related to their employment with Port Hawkesbury Nursing Home, or for jury duty on any matter, shall be granted leave of absence with pay provided that they remit to the Employer any monies received in

relation to the above except reimbursement of expenses.

## **ARTICLE 24 - SENIORITY**

### **24.01 Seniority Defined**

Seniority is defined as the length of service with the Employer based on the employee's original date of hire. Seniority shall be used in determining preference or priority, consistent with an employee's ability and qualifications to perform the job, for promotion, transfer, demotion, layoff, recall, reduction of work force and all other matters measured by length of service. Seniority shall operate on a bargaining unit-wide basis.

### **24.02 Governing Principles for Seniority**

The seniority of employees covered by this Agreement shall be governed by the length of service in a unionized position in the Home. For employees who are being transferred from non-bargaining unit positions, their seniority shall be governed by the length of service in a unionized position. When two or more persons are employed for the same length of service, the seniority shall be established in the order in which they were engaged.

### **24.03 Seniority List**

The Employer shall maintain a seniority list showing the employee's original date of hire. A copy of this list shall be posted on the Union bulletin board in January of each year. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate and the Employer shall be entitled to rely on the list as posted or corrected.

### **24.04 Probationary Employees**

Newly-hired employees during their probationary period shall be subject to the provisions of this Agreement.

### **24.05 Forfeiture of Seniority**

Established seniority and employment shall not be subject to forfeiture by an employee unless:

- (a) the employee voluntarily leaves the service of the Employer by submission of a written resignation;

- (b) the employee is discharged for just cause;
- (c) the employee is absent from work for more than five (5) consecutive working days without securing leave of absence from the Employer;
- (d) the employee is laid off for a period of two years or more.
- (e) having been laid off the employee fails to return to work within five (5) working days after recall notice is given to them personally or by registered mail to their last address on file with the Employer. It shall be a condition of possible future recall that all employees keep the Employer informed of their current mailing address and telephone number;
- (f) except for extenuating circumstances, the employee fails to return to work following an approved leave of absence on the day set out when the leave was granted;
- (g) the employee retires;
- (h) the employee is off work because of sickness or accident for more than twenty-four (24) months. The twenty-four (24) month period may be extended to thirty (30) months where an employee is able to establish with medical documentation that they are able to return to work within that time frame.
- (i) the employee resigns their permanent position to go casual.

## **ARTICLE 25 - PROMOTIONS AND STAFF CHANGES**

### **25.01 Posting Vacancies**

In order to maintain an efficient work force the Employer agrees to fill vacancies, if required. Should that decision to fill a vacancy be reached the notice should be posted on a bulletin board in a convenient place on the premises of the Employer for a period of seven (7) days. The position must be posted for seven (7) days and filled within thirty (30) days. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. Any applicant from within the bargaining unit must make their written application within the period specified in the notice.

### **25.02 Selection of Successful Candidate**

Both parties recognize that job security should increase in proportion to the length of service. Therefore, on making the staff changes in the bargaining unit,

appointments shall be made of the application possessing the skills, qualifications and abilities necessary to perform all of the required functions of the job, bearing in mind that if more than one applicant has the required skills, qualifications and abilities, that seniority will be the governing factor.

### **25.03 Trial Period**

- (a) The successful applicant will be placed on a trial period for forty-five (45) working days. In the event the successful applicant proves unsatisfactory in the position, or if they wishes during the aforementioned trial period, s/he shall be returned to their former position without loss of seniority at the appropriate rate of pay for the former position; and other employees promoted or transferred because of the rearrangement of positions shall be returned to their former positions at the appropriate rate of pay for the former position without loss of seniority.
  
- (b) Employees who are successful in obtaining a position and who have not yet completed the trial period set out in Article 25.03, shall complete the trial period before being eligible to apply for other positions in the bargaining unit. This provision shall not apply where a temporary employee wishes to apply for regular employment, a temporary position which provides for increased hours or where a Part-Time employee wishes to apply for Full-Time employment.

### **25.04 Posting the Successful Candidate**

Within fourteen (14) calendar days of the date of appointment to the new or vacant position, the name of the successful applicant shall be posted on bulletin board(s).

### **25.05 Filling Temporary Vacancies**

Until a permanent appointment has been made, the Employer may temporarily fill any posted vacancy within the bargaining unit on a seniority basis provided staff have the skills, ability and qualifications to perform the work.

### **25.06 Advertising Positions outside the Home**

The Employer may not advertise the vacant position outside the Home until the applications of bargaining unit employees have been fully processed.

### **25.07 Newly-Hired Employees**

Newly-hired employees entering positions within the bargaining unit shall complete a probationary period as defined in Article 2.04.

## **25.08 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 25.

## **ARTICLE 26 - TEMPORARY ASSIGNMENTS**

### **26.01 Assignment to a Lower Classification**

Where an employee is temporarily assigned to perform work in a classification paying a lower rate, the employee shall be paid their regular rate.

### **26.02 Assignment to a Higher Classification**

When an employee is temporarily assigned to perform work in a classification paying a higher rate, the employee shall receive the rate for the higher classification immediately.

### **26.03 Filling Temporary Vacancies**

In the event of a temporary absence of a Full-Time employee, the employee shall be replaced by a willing employee in accordance with seniority. Upon return of the Full-Time employee, the employee temporarily filling the position shall revert to his or her former position and all other employees shall do the same. Part-Time employees shall be replaced by other willing employees who have the skills, ability and qualifications or by casuals in accordance with seniority. All employees shall revert to their former positions once the temporary vacancy is filled. In circumstances where no willing employee with the skills, ability and qualifications is available to replace a temporary absence, a casual employee shall be assigned the position.

#### **26.04 Posting Temporary Vacancies**

The Employer agrees to post temporary positions in excess of ten (10) weeks duration or where the return date is unknown and fill these temporary positions as per the requirements of Article 25.02. An employee requesting to return to their work before the expiry of the term of the posted temporary position shall give five (5) days' written notice of their intent to return before being returned to their regular position. In the event that an employee whose position was posted as a vacancy returns to work prior to the expiry of the temporary term, they shall be returned to their former position and employees filling the vacancy shall return to their former position.

### **ARTICLE 27 - NEW CLASSIFICATION ESTABLISHMENT**

#### **27.01 New Classification Negotiated**

When any permanent position or classification not covered by Appendix "A" is established during the life of this Agreement, the rates shall be subject to negotiation between the Employer and the Union. The new rate shall become retroactive to the time the permanent position or permanent classification was first filled by the employee concerned.

### **ARTICLE 28 - PAYMENT OF WAGES**

#### **28.01 Salaries and Wages**

The Employer shall pay salaries and wages every second Thursday by direct bank deposit to the employee's account at any chartered bank or trust company in Canada, in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

#### **28.02 Shift Premium**

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

The shift premium rate shall increase to two dollars and thirty-five cents (\$2.35) per hour, effective June 5, 2023, and shall be applicable to all hours worked, including overtime hours worked.

### **28.03 Weekend Premium**

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

The weekend premium rate shall increase to two dollars and thirty-five cents (\$2.35) per hour, effective June 5, 2023, and shall be applicable for all hours worked, including overtime hours worked.

## **ARTICLE 29 - EMPLOYEE BENEFITS**

### **29.01 Workers' Compensation Act**

- (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 pension plan (date of ratification), group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (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 workplace 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) This provision does not apply to Casual employees.

### **29.02 Pension Plan**

The Employer agrees to maintain a defined benefit pension plan during the life of this Collective Agreement. Notwithstanding any other provisions of this Agreement, the terms of the plan respecting eligibility and levels of contribution shall apply.

## **ARTICLE 30 - ALCOHOL AND DRUG ADDICTION**

### **30.01 Employee Assistance and Responsibility**

- (a) In the event that the use of alcohol and drugs is having a negative impact on the job performance of an employee, the normal disciplinary procedures shall commence. However, step one shall be a verbal warning of poor job performance and the encouragement of the employee to participate in an Employer and employee agreed alcohol drug dependency program. In the event that the employee refuses to actively participate in the agreed dependency program and/or the negative impact on job performance of the employee persists, the Employer shall activate the remainder of the normal disciplinary procedure against the employee.
- (b) The Parties agreed to cooperate through the Employer-Union Committee to develop an information package to include local resources which are available to employees.

## **ARTICLE 31 - GENERAL**

### **31.01 Restrictions on Contracting Out**

No Bargaining Unit members shall be terminated, laid off from employment or have their hours reduced as a result of the Employer contracting out, except in emergency situations.

### **31.02 Loss or Damage to Personal Effects**

When an employee in the performance of her duty suffers any loss or damage to personal effects while on duty, said loss or damage shall be reported to the Director of Facility and Residential Care in writing within twenty-four (24) hours of the event

causing loss or damage. Where such loss was not due to the employee's negligence, the Employer shall review the incident and shall compensate the employee for reasonable loss suffered, subject to a maximum of three hundred dollars (\$300) per year. This provision shall only apply in respect of personal effects which the employee would reasonably have in her possession during the performance of her duty.

## **ARTICLE 32 - STRIKES AND LOCKOUTS**

### **32.01 No Strike, No Lockout**

The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strikes for the life of this Collective Agreement.

### **32.02 List of Representatives of the Parties**

The Union shall provide the Director of Facility and Resident Care with a list of all officers and representatives of the Union and shall also advise of any additions and deletions to the list. The Employer shall provide the Union with a list of its management personnel.

## **ARTICLE 33 – REQUIRED EDUCATION**

### **33.01 Required Education**

- (a) The Employer shall provide and fund any Employer required training/education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (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.

## **ARTICLE 34 - DURATION AND TERMINATION OF AGREEMENT**

### **34.01 Term of the Agreement**

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 prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

**34.02 Application of Retroactivity**

Retroactivity of pay shall only apply to employees for the salary adjustments on the dates set out in Appendix "A", annexed hereto. Otherwise, all other provisions of this Collective Agreement shall become effective on the date of signing of this Collective Agreement.

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

**ARTICLE 35 - BENEFIT AND BINDING**

**35.01 Benefit and Binding**

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

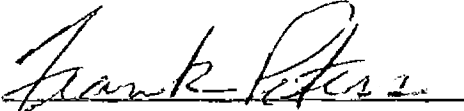
**35.02 Execution by the Parties**

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective sealed hereto this:

**SIGNED, SEALED AND DELIVERED** this 16 day of June, 2023  
on behalf of:

**PORT HAWKESBURY  
NURSING HOME**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL UNION 3630**



\_\_\_\_\_

\_\_\_\_\_

## APPENDIX "A"

**NOTE: All hourly rates are based on 2080 hours.**

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 1.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Food Services Worker	Probationary Rate	\$16.4144	\$34,142	\$16.6605	\$34,654	\$16.9104	\$35,174	\$17.8479	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429
Housekeeping	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
Laundry													

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
				Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
Personal Care Worker I (Without Course)	Start	\$17.2220	\$35,821	\$17.4801	\$36,359	\$17.7423	\$36,904
	After 1 year	\$17.5696	\$36,555.7	\$17.8385	\$37,104	\$18.1060	\$37,661
	After 2 years	\$17.9160	\$37,264.6	\$18.1844	\$37,824	\$18.4577	\$38,391
	After 3 years	\$18.2561	\$37,972.3	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.5968	\$38,682.4	\$18.8763	\$39,263	\$19.1594	\$39,852

\*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed April 14, 2022 and appears in this wage appendix for retroactivity purposes, only

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 1.0%		% 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
Personal Care Worker/CCA without certification	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 1 year	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 2 years	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 3 years	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,871	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 4 years	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

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

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 1.0%		% 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 (with certification)	Start	\$17,5621	\$36,525	\$17,8255	\$37,077	\$18,0928	\$37,633	\$21,4712	\$44,669	\$22,1153	\$46,000	\$22,2259	\$46,230
	After 1 year	\$17,9157	\$37,165	\$18,1844	\$37,824	\$18,4572	\$38,351	\$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	\$38,147	\$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	\$40,635	\$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
Activity Worker (with PCW course)	Probationary Rate	\$19,6498	\$40,871	\$19,9444	\$41,484	\$20,2436	\$42,107	\$20,8509	\$43,370	\$20,9552	\$43,587
	Regular Rate	\$19,9838	\$41,566	\$20,2836	\$42,190	\$20,5878	\$42,823	\$21,2055	\$44,107	\$21,3115	\$44,328
Ward Clerk	Probationary Rate	\$19,8004	\$41,185	\$20,0974	\$41,803	\$20,3989	\$42,430	\$21,0108	\$43,703	\$21,1159	\$43,921
	Regular Rate	\$20,1370	\$41,885	\$20,4391	\$42,513	\$20,7456	\$43,151	\$21,3680	\$44,445	\$21,4749	\$44,668
Therapeutic Assistant	Probationary Rate	\$19,8231	\$41,232	\$20,1205	\$41,851	\$20,4223	\$42,478	\$21,0349	\$43,753	\$21,1401	\$43,971
	Regular Rate	\$20,1602	\$41,933	\$20,4625	\$42,562	\$20,7694	\$43,200	\$21,3925	\$44,496	\$21,4995	\$44,719
Coca	Probationary Rate	\$20,7187	\$43,095	\$21,0294	\$43,741	\$21,3448	\$44,397	\$21,9851	\$45,729	\$22,0951	\$45,958
	Regular Rate	\$21,0704	\$43,827	\$21,3866	\$44,484	\$21,7074	\$45,151	\$22,3586	\$46,506	\$22,4704	\$46,739
Maintenance	Probationary Rate	\$21,3030	\$44,310	\$21,6225	\$44,975	\$21,9468	\$45,649	\$22,6052	\$47,019	\$22,7182	\$47,254
	Regular Rate	\$21,6652	\$45,063	\$21,9901	\$45,739	\$22,3199	\$46,425	\$22,9895	\$47,818	\$23,1044	\$48,057
Journeyman Cook	Probationary Rate	\$22,6417	\$47,095	\$22,9814	\$47,801	\$23,3261	\$48,518	\$24,0259	\$49,974	\$24,1460	\$50,224
	Regular Rate	\$23,0267	\$47,895	\$23,3721	\$48,614	\$23,7226	\$49,343	\$24,4343	\$50,823	\$24,5565	\$51,078

## **APPENDIX "B"**

### **JOB SHARING**

Job Sharing is an arrangement among the Employer, two employees and the Union to have two employees share the hours of work and the pay and related benefits of a permanent full-time position in the work force of the Home.

#### **Principles to be applied in application of job sharing to positions in the Port Hawkesbury Nursing Home:**

1. The employee holding the permanent position in the Home must apply in writing to the Director of Facility and Resident Care requesting job sharing. Once approved, the fifty percent (50%) share of the full-time position shall be posted and filled in accordance with the provisions of the Collective Agreement. Any subsequent vacancy shall be posted in accordance with the Collective Agreement.
2. The maximum number of positions that may be job shared in any department is one-third (1/3) of the full-time positions.
3. Job sharing shall be on a 50/50 basis for the normal shifts of the full-time position averaged over a two week period.
4. A full-time position shall be job shared in blocks of six (6) months to a maximum period of twenty-four (24) months as mutually agreed by the Employer, the two employees and the Union. At the end of the job share period, both employees shall resume their previous positions or equivalent that they held prior to entering the job share agreement.
5. Only one (1) working position may be job shared by two (2) employees; i.e., only one (1) full-time or one (1) part-time position may be covered by one job share agreement and not one full-time and one part-time position combined to make an agreement.
6. No employees may job share two positions in the Home or occupy one job share position and one part-time position where they would be scheduled to work more than eight (8) hours per day.
7. Should one employee be granted a paid or unpaid leave of absence from their position, the temporary position shall be filled in accordance with the temporary position provisions of the Collective Agreement.
8. Should one employee resign their position, the remaining job share period shall be filled in accordance with the temporary position provisions of the Collective Agreement. At the end of the six (6) month block, the time share employees shall

revert to their former positions and the permanent vacancy left by the person who resigned shall be posted and filled in accordance with the Collective Agreement.


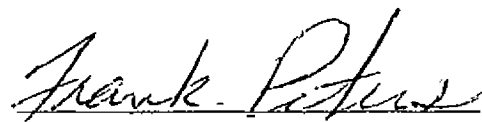
9. All job share employees shall receive salary and benefits as per provisions of the Collective Agreement for part-time employees.
10. This job share agreement may be amended by mutual agreement between the Employer and the Union.

Signed this 16 day of June, 2023.

**PORT HAWKESBURY  
NURSING HOME**


**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL UNION 3630**

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**PORT HAWKESBURY NURSING HOME**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 3630**

The Employer and the Union agree to have a twelve (12) month period beginning in January 2003 when regular full-time employees shall be given the option of reverting to .9 bi-weekly. Those employees shall receive all benefits of this agreement on a pro rata basis. Overtime shall apply after the normal work day and after eighty (80) hours bi-weekly.

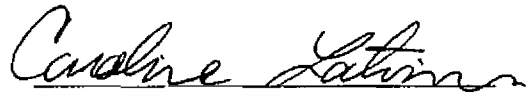
After the twelve (12) month period has elapsed, the period may be extended by mutual agreement between the Parties. In the event that an employee resigns his position, that position shall be once again declared regular full-time.

Signed this 10 day of June, 2023.

**PORT HAWKESBURY  
NURSING HOME**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL UNION 3630**









**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**PORT HAWKESBURY NURSING HOME**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3630**

The Parties agreed at the bargaining table to implement a procedure with respect to Article 14.02. The following represents that procedure:

**“Notice of Availability” or “Call In Book”**

For the purpose of enhancing the call out procedure at Port Hawkesbury Nursing Home, the Employer proposes the following with the understanding that the process may be reviewed every three months in order to allow the Parties to recommend further enhancements:

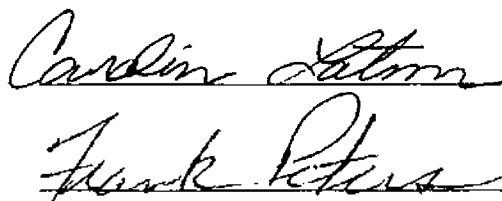
- 1) No later than the beginning of each month, Part time and Casual employees wishing to work additional shifts shall make their intentions known by signing the “Call In Book” that will be provided by the Employer.
- 2) It is understood that only those employees who have signed the Call In Book will be called for additional shifts and will be called in order of their seniority.

Signed this 16 day of June, 2023.

**PORT HAWKESBURY  
NURSING HOME**



**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL UNION 3630**



**MEMORANDUM OF AGREEMENT**

**between**

**PORT HAWKESBURY NURSING HOME**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3630**

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The following constitutes the settlement between the above noted parties as it relates to the Union Grievance Case No. 1995-07-01.

The Employer has revised its policy related to Health Care Group Plans in a policy dated August 17, 1995. The effective date of the revised policy is July 24, 1995.

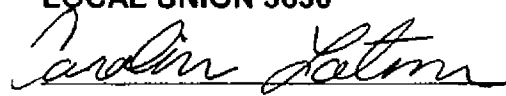
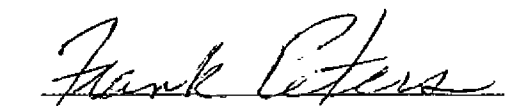
For greater clarity, for the Port Hawkesbury Nursing Home, sick leave includes the time that the employee is receiving U.I.C. sick leave benefits as well as benefits from the Weekly Indemnity and Long Term Disability Plans.

Signed this 10 day of June, 2023.

**PORT HAWKESBURY  
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PORT HAWKESBURY NURSING HOME**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3630**

**DENTAL PLAN**

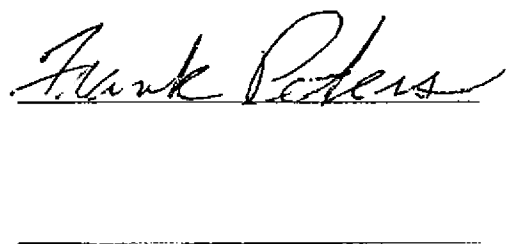
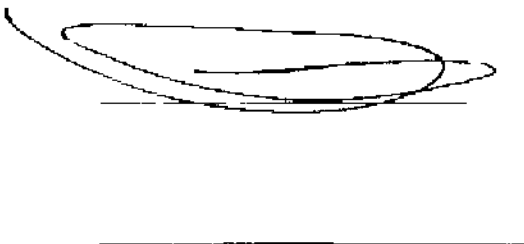
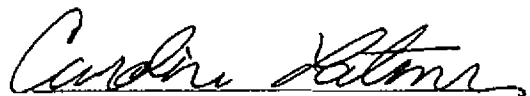
The parties agree that dental benefits will be made available to all permanent employees in the bargaining unit in accordance with the following:

1. Dental benefits will be made available to permanent employees in the bargaining unit effective January 1, 2014.
2. Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

Signed this 10 day of June, 2023.

**PORT HAWKESBURY  
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OF PUBLIC EMPLOYEES  
LOCAL UNION 3630**



**MEMORANDUM OF AGREEMENT**

**PORT HAWKESBURY NURSING HOME**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3630**

**DIVERSITY, EQUITY AND INCLUSION IN THE WORKPLACE COMMITTEE**


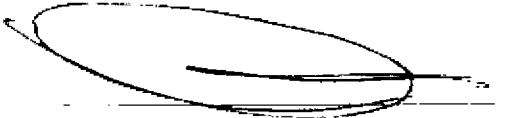
In order to help achieve the goals of diversity, equity and inclusion in the workplace:

- (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.

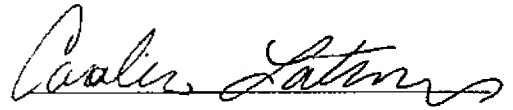
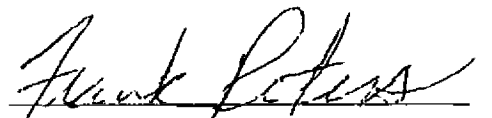
The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

Signed this 16 day of June, 2023.

**PORT HAWKESBURY  
NURSING HOME**

  
  
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**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
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