

COLLECTIVE AGREEMENT

VILLA SAINT JOSEPH DU LAC

(The “Employer”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3064

(The “Union”)

(Expiry Date: October 31, 2023)

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**VILLA SAINT JOSEPH DU LAC
AND CUPE, LOCAL 3064**

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both Parties to this Collective Agreement to:

- (a) maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation; and
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union agrees that it is the exclusive right of the Employer to manage the enterprise in which it is engaged 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 workforce in accordance with its commitments and responsibilities;
- (c) to determine the work to be performed and establish standards, methods, procedures, and schedules of operations;
- (d) to determine the qualifications, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge or otherwise discipline an employee for just cause, and to increase or decrease working forces;
- (e) to maintain reasonable rules and regulations to be observed by employees;
- (f) the exercise of the foregoing rights shall not supersede the other specific provisions of this agreement, and this clause shall not prevent the processing of grievances.

2.02 The Employer agrees that Management's rights referred to in this Article shall be exercised in a fair and reasonable manner and consistent with the terms of this Collective Agreement.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees, Local 3064 as the sole and exclusive collective bargaining agent for all full-time, regular part-time, and casual employees but excluding Administrator, Business Manager, Director of Care, Administrative Assistant, Maintenance Supervisor, Food Services Manager, Registered Nurses, Recreation Director, Director of Environmental Services, Clinical Educator, Staff Co-ordinator,–Dietician and all administrative office personnel, and anyone else excluded by the *Trade Union Act*.

3.02 This Collective Agreement is fully applicable to all full-time and regular part-time employees, and the parties agree that a regular part-time employee means one who is employed on a regularly scheduled basis but who is scheduled to work less than the schedule for a full-time employee, and they shall be entitled to all benefits on a pro rata basis.

3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representative, which may conflict with the terms of this Collective Agreement.

ARTICLE 4 – DEFINITIONS

4.01 A “**Regular Full-Time Employee**” is one who is hired on a continuous basis to work seventy-five (75) hours in a biweekly pay period or seventy-five (75) hours averaged over a shift rotation and who has successfully completed the probationary period.

4.02 A “**Regular Part Time Employee**” is one who is hired on a continuing basis, to work less than a full time employee and who has successfully completed the probationary period. A regular part time employee's FTE designation shall be based on the percentage of full time hours of the position he or she is scheduled over the shift rotation. This Collective Agreement is applicable to regular part time employees on a pro-rata basis.

4.03 **Temporary Employees** - Temporary employees are those employees hired to carry out short-term jobs who are filling in for a bargaining unit employee who will be absent for sometime, but who ceases to be employed when the specific job for which they were hired has been completed or when the person for whom they are filling in returns to work. Temporary employees who are not already members

of the bargaining unit are not covered under this Collective Agreement except for wages and Article 7 "Checkoff of Union Dues".

- 4.04 Casual Employees** - A casual employee is one who is called in on a day-to-day basis. Casual employees shall be paid in accordance with Appendix B.
- 4.05 Student Employee** – A student employee is an employee who is in full time attendance in school or community college or university and/or who is receiving training and salary (in whole or in part) under government / agency sponsored and government / agency approved plans. A student employee is regularly scheduled but works less than a full-time employee. This Agreement does not apply to student employees. Use of Student employees shall not result in loss of hours or work opportunities for Bargaining Unit members.
- 4.06** An office day is any day except Saturday, Sunday or a holiday set out in this Collective Agreement.
- 4.07 Probationary Period** – Probationary period is that period for newly hired employees or newly rehired employees up to four hundred ninety five (495) hours worked in the position. Employment may be confirmed or terminated at any time during this period. The Union, Employee and Employer can agree to one extension of the probationary period, of up to 187.5 hours.
- 4.08 Spouse** - means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner.

ARTICLE 5 – NO DISCRIMINATION

- 5.01** The Employer and the Union agree that there shall be no discrimination, as prohibited by the Nova Scotia *Human Rights Act*, R.S.N.S. 1989, c. 214, as amended.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT (Full-Time & Regular Part-Time)

- 6.01** Before completing two hundred and twenty-five (225) hours of work, employees covered by this Collective Agreement shall, as a condition of continuing employment become and remain members in good standing of the Union according to the Constitution and By-Laws of CUPE, Local 3064.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01** The Employer shall deduct from every full-time, regular part-time and casual employee any dues and assessments (not including initiation fees) in accordance with the Union Constitution and By-Laws. Payment of Union dues alone shall not constitute Union membership.
- 7.02** Deductions shall be made from each payroll and shall be sent to the Secretary-Treasurer of the Union within seven (7) calendar days of the date of payroll, accompanied by a list of the names and mailing addresses currently on file of employees from whose wages the deductions have been made.
- 7.03** The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deduction made from pay of any employee pursuant to this Article.
- 7.04** The Employer shall provide a T-4 showing the amount of union dues deducted from each bargaining unit member in the previous year.
- 7.05** The Employer shall provide the Union with a contact list of all Bargaining Unit members, their current mailing address and telephone number, once per year, and one other time per year if requested by the union.

ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT ANY NEW EMPLOYEES

- 8.01** The Employer and the Union agree to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment as set out in Articles 6.01 and 7.01. The Union Steward shall be permitted 15 minutes during orientation, with no loss of pay if at work to provide each new employee with a copy of the Collective Agreement and with a copy of the Constitution and By-Laws of Local 3064, CUPE.

ARTICLE 9 - CORRESPONDENCE

- 9.01** All correspondence between the Parties pertaining to a written warning, suspension or notice of discharge shall be copied to the Union.

ARTICLE 10 – MANAGEMENT LABOUR COMMITTEE

- 10.01** (a) It is agreed by both parties to this Collective Agreement that a Management- Labour Committee shall be maintained.
- (b) The Committee shall be comprised of four (4) employees elected or selected from the bargaining unit and four (4) members to be appointed by the Employer. However, only one employee may be selected per department, except in Nursing, where one per unit may be selected. Employees shall not suffer any loss of pay for the time spent with the Committee.
- (c) The Committee may deal with all matters of concern to all employees in the bargaining unit but shall not deal with matters that are the subject of a grievance.
- 10.02** Meetings shall be called not less than three (3) times a year or any other time as may be required by the Chair or by a majority of the Committee members. A notice of meeting and an agenda shall be circulated to the members of the Committee at least ten (10) work days before the meeting. Minutes will be recorded and distributed.

ARTICLE 11 - LABOUR-MANAGEMENT BARGAINING RELATIONS

- 11.01** A Union Bargaining Committee shall be appointed and consist of not more than three (3) members, however, only one employee may be selected per department except in Nursing where one per unit may be selected. The Union will advise the Employer of the Union nominees to the Committee from the bargaining unit.
- 11.02** The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.
- 11.03** Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, may with permission of the Department Head attend bargaining meetings, if during working hours, without loss of remuneration up to a maximum of twenty (20) shifts shared amongst the three (3) representatives.
- 11.04** The Employer may make available to the Union, on request, information required by the Union for collective bargaining purposes, provided such information is non-confidential.
- 11.05** The Employer shall provide the following information annually and shall provide it in electronic form:

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

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

ARTICLE 12 – CHANGE IN USE

12.01 The Employer agrees that if any decision is being considered with respect to an alteration in the use of the Villa from its present use as a Home for Special Care, the matter shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider the issue and, if deemed necessary, of discussing the matter with the Employer.

12.02 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to:

- (1) be forwarded to the Union; and
- (2) be posted on all bulletin boards.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward(s). The Steward(s) may assist any employee which the Steward(s) represent(s), in preparing and presenting the employee's grievance in accordance with the grievance procedure.

13.02 The Union shall notify the Employer in writing of the name of each Steward and the Department the Steward represents and the name of the Chief Steward before the Employer shall be required to recognize the Steward.

13.03 Two Executive Members and the Steward directly involved in the grievance shall constitute the Grievance Committee, except that Executive Members must be from different Departments except in Nursing where they must be from different units.

13.04 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Collective Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld but subject to the operational requirements of the Employer.

13.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly or improperly.

13.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 - The aggrieved employee(s) will submit the grievance to their Steward within ten (10) office days from the date the employee becomes aware of the matter giving rise to the grievance. If the employee's Steward is absent, the employee may submit their grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2 - If the steward and/or the Grievance Committee consider the grievance to be justified, the Steward and/or Grievance Committee will first seek to settle the dispute with the employee's Department Head within five (5) office days of the employee submitting the grievance to their Steward and/or the Grievance Committee. A grievance meeting shall normally be held as soon as possible after a grievance is received. The grievor and the Steward involved in the grievance shall be present. If the grievance meeting cannot be scheduled at a mutually convenient time the Union can process the grievance to the next step. The Department Head shall respond within five (5) office days of receiving the grievance.

Step 3 If the matter is not resolved at Step 2, the Steward and/or the Grievance Committee shall submit the grievance in writing to the Administrator specifying the particulars of the grievance and redress sought within five (5) office days of receiving the response at Step 2. A grievance meeting shall normally be held as soon as possible after a grievance is received. The Grievance Committee shall be present. If the grievance meeting cannot be scheduled at a mutually convenient time the Union can process the grievance to the next step. The Administrator shall respond in writing within five (5) office days of receiving the grievance.

Step 4 - Failing settlement at Step 3, the Union may refer the dispute to arbitration

within fifteen (15) office days of receiving the Administrator's response.

13.07 In a case of a Union grievance or a grievance involving a question of general application or interpretation, the matter may be initiated at Step 3 of the above Grievance Procedure within ten (10) office days of the occurrence of the event giving rise to the grievance. If the matter is not resolved within the time limits provided in Step 3, the grievance may be submitted to arbitration.

In the case of an Employer grievance, the Employer shall submit the grievance in writing to the President of the local Union within ten (10) office days of the occurrence of the event giving rise to the grievance. If the matter is not resolved in the time limits provided for in Step 3 of the above Grievance Procedure, the grievance may be submitted to arbitration.

13.08 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees and to seek adjustments with the Employer in the manner provided in the Grievance Procedure. Such grievance shall commence at Step 2.

13.09 After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussions or negotiations with respect to the substance of the grievance, whether directly or indirectly, with the aggrieved employee without consent of the Union.

13.10 An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure.

13.11 All replies to grievances shall be in writing commencing at Step 3.

13.12 The Employer shall supply the necessary facilities for the grievance meetings held on the premises. Grievance meetings shall interfere as little as possible with the operation of the workplace. Grievance Committee members shall not suffer loss of pay for attending meetings held during their work hours but shall not be paid if they come to the workplace for the grievance meeting but are not scheduled to work.

13.13 CUPE representatives may request access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such access will not be unreasonably withheld.

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

13.15 No grievance shall be defeated or denied by any formal or technical objection.

ARTICLE 14 - ARBITRATION

14.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Collective Agreement, indicating the name of its nominee on an Arbitration Board. Within (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an impartial Chair. The Parties hereto in dealing with any particular grievance may mutually agree on submission of a grievance to a sole Arbitrator within (5) working days of receipt of the request as per Article 14.01 herein. Other provisions of this Article referring to an Arbitration Board shall apply where appropriate. The Parties may agree to refer a grievance to grievance mediation. The grievor must attend all mediation sessions.

14.02 If the Party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair within (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request by either Party.

14.03 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within (10) days from the time the Chair is appointed.

14.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement, which it deems just and equitable.

14.05 Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

14.06 Each Party shall pay one-half of the fees and expenses of the Chair that are not covered by the Nova Scotia Minister of Labour.

14.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties in writing.

14.08 At any stage of the grievance or arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in arbitrations, except in accident matters. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 15 - DISCHARGE, SUSPENSION AND DISCIPLINE

15.01 Just Cause

(a) An employee who has completed the probationary period may be disciplined or dismissed, but only for just cause.

(b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary employee shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.

15.02 The record of any employee shall not be used against the employee at any time after sixty (60) months, in the case of abuse, and twenty-four (24) months following a suspension and twelve (12) months following letters of reprimand or any adverse reports, provided no subsequent discipline has been recorded.

15.03 In the event that the Employer disciplines an employee, the employee will be verbally advised at the time of the discipline the reasons for such disciplinary action. The employee may have, at the employee's discretion, a Union Steward present. The Employer will advise the employee in writing within three (3) working days the reasons for such disciplinary action, with a copy to the President of the Union.

15.04 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 13 Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

15.05 Upon reasonable request by an employee, an employee shall have the right, by appointment to consult the employee's file in the presence of a person from Management and a Union Representative, if the employee so desires. Any discipline placed on an employee's file and which the employee was not made aware of, shall not be used as evidence in any disciplinary matter.

ARTICLE 16 - SENIORITY

***16.01** Seniority shall be based on the most recent date of hire into the Bargaining Unit. If a casual or temporary employee becomes a bargaining unit member, that employee shall be credited with all hours paid as a casual or temporary employee, except for any unpaid absences. Such casual or temporary employees shall be credited on the basis of 1950 hours per year or 162.5 hours per month. The employee's seniority date will be set accordingly. Seniority shall operate on a bargaining unit wide basis.

***16.02** The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The Employer shall send an up-to-date seniority list to the Union and post the list on all bulletin boards in by March 1st each year. The employees and the Union shall have thirty (30) days to challenge the seniority list. If no challenge is received within thirty (30) days the list shall be conclusive.

***16.03** (a) Newly hired employees shall be employed pursuant to a probationary period as defined in Article 4.07.

(b) Seniority shall be based on the Employee's most recent date of hire in the bargaining unit. If two Employees have the same date of hire the tie in the seniority shall be broken by their social insurance number (ie; the Employee whose social insurance number ends with the highest three digit number will be declared the senior Employee).

(c) After completion of the probationary period, seniority shall be effective from the most recent date of hire in the bargaining unit.

16.04 An employee shall lose seniority and be deemed terminated in the event that the employee:

(a) is discharged for just cause and is not reinstated;

(b) resigns in writing, and does not withdraw the resignation within two (2) office days;

(c) is absent from work for more than two (2) scheduled working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

(d) fails to return to work within seven (7) calendar days following layoff and after being notified by registered mail to do so, unless through sickness or other just cause and notice of such cause is given to the Administrator before the expiration of the seven (7) calendar days aforesaid. It shall be the responsibility of the employee to keep the Employer informed of the

employee's current address. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere, shall not lose recall rights for refusal to return to work;

(e) is laid off for a period of twelve (12) months or more;

16.05 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain his seniority accumulated up to the date of leaving the unit for a period of three hundred and seventy-five (375) hours worked but will not accumulate any further seniority. After three hundred and seventy-five (375) hours worked the employee forfeits all accumulated seniority.

ARTICLE 17 - PROMOTIONS AND STAFF CHANGES

17.01 When a vacancy occurs, including a temporary vacancy of six (6) months or more, or a new position is created, within the bargaining unit, the Employer shall post notice on the bulletin board in the resource room for a period of 10 calendar days during which any employee in the bargaining unit can apply in writing for the position. This posting shall not prohibit the Employer's right to advertise for people outside the bargaining unit. Only those positions which cannot be filled by a qualified bargaining unit applicant whose application has been received by the closing date of the internal posting will be filled by a candidate from outside the bargaining unit. The notice of posting shall indicate the nature of the position and the qualifications required.

17.02 The notice shall state the nature of the position, required qualifications and designated FTE if part-time. Postings for CCA or LPN positions may, in some cases, be limited to one sex; however, postings for other positions shall state that the position is open to both men and women.

17.03 The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.

17.04 When a job is posted and no full-time employee or regular part-time employee applies for the job, a casual or temporary employee may apply and the Employer shall select that employee. After completion of their probationary period as defined in Article 4.07, seniority shall be effective from the start of the probationary period, and the employee shall be credited with all hours paid as a casual or temporary employee, except for any unpaid absences.

17.05 Temporary Positions

(a) When the Employer knows in advance that there will be a temporary vacancy of at least six (6) months' duration in a full-time position ("the first

vacancy”), it shall post a notice of such vacancy in the same manner as provided for in Article 17.01.

- (b) Full-time and regular part-time employees shall be entitled to apply for the first vacancy, which will be filled in accordance with Article 17.01. However, if the position vacated (“the second vacancy”) was held by a full-time employee the second vacancy will not be open to other full-time employees.
- (c) The second vacancy will be available to regular part-time employees only. The second vacancy will be filled on the same basis set out in Article 17.01. If no regular part-time employee fills the second position, the Employer may fill it as it deems appropriate.
- (d) If a regular part-time employee fills the first or second vacancy, that regular part-time employee’s position will not be posted.
- (e) A regular Part-Time employee who is working in a Temporary Full-Time position (posted as per subsection (a) above) is entitled to all Full-Time benefits upon assuming her Temporary Full-Time position.
- (f) A regular Part-Time employee who is assigned to work in a Temporary Full-Time position, for an indefinite duration, is entitled to all Full-Time benefits at the beginning of the seventh calendar month worked in that Temporary Full-Time position.

17.06 The successful applicant shall be placed on trial for a period of up to three hundred (300) hours worked. Conditional on satisfactory service, the employee shall be declared permanent after the above-mentioned period. In the event the successful applicant either proves unsatisfactory in the position during the trial period, or if their not satisfied in the new job classification in the trial period, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. The Union shall not grieve any transfers necessary to effect this return.

- 17.07 (a)** Both parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to length of service and required qualification. The Employer, in determining who should be promoted, shall take into account skills, ability, qualifications and seniority, and if these are relatively equal, the employee with the greatest seniority shall be awarded the position.
- (b) Notwithstanding (a) above, the Employer may, in its discretion, award the position to the most senior applicant without an interview being conducted.

17.08 Consideration for promotion may be given to the senior applicant who does not possess the required qualification, but is preparing for qualification prior to filling a vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to their former position, if the required qualifications are not met within such time.

17.09 An employee who is on leave of absence granted under this Collective Agreement can apply for and win a job posting. However, that employee must actually work in that position before becoming eligible to apply for any other job postings and must return to work in that position within twenty-four (24) months, or the position will be re-posted and the employee will not be eligible for the reposted position.

17.10 The Union shall be provided with a copy of all appointments, promotions, transfers, lay-offs, recalls and terminations within seven (7) calendar days of occurring.

17.11 The Employer shall endeavour to award posted vacancies to the successful applicant within thirty (30) days of the posting closing date.

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with qualified designated person, the position will be reposted and filled in accordance with Article 17.

ARTICLE 18 - LAY-OFFS AND RECALLS

18.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority providing that those retained at work shall be able to perform the work required. Employees shall be recalled in the order of their seniority provided that they have the skill and ability to perform the job.

18.02 No new employees within the bargaining unit shall be hired until those laid off have been given an opportunity of recall.

18.03 Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to effective date of layoff. If the employee had not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 19 - HOURS OF WORK

19.01 The normal hours of work and scheduling of shifts shall be as at present, subject to operational requirements of the Employer.

19.02 (a) Employees shall receive two (2) days off each week unless otherwise mutually agreed upon by the Employer and the employee.

(b) The work schedule for each employee shall be posted and remain posted in an appropriate place at least two (2) weeks in advance. Employees affected by changes to the posted schedule shall be given as much notice as possible.

An appropriate place, shall include Staff Schedule Care. The Employer shall print a copy of the schedule showing changes, once per pay period and make it available to the union executive.

(c) All Full-Time employees, unless mutually agreed otherwise, shall be granted at least one weekend off in four (4) and every effort will be made to grant at least one weekend in three (3). The Employer shall make every reasonable effort to grant Part-Time employees at least one weekend off in four (4), unless mutually agreed otherwise.

(d) An employee who wants a day off must advise the Staff Co-ordinator or Department Head before the schedule for that time period is posted. After the schedule has been posted, an employee must, in the absence of exceptional circumstances, provide at least six (6) days notice of any such request, in the manner required by the Employer. Requested changes would be made with mutual agreement.

19.03 (a) Two rest periods, with pay, of fifteen (15) minutes each, shall form part of every seven and one-half (7½) hour shift.

(b) Three rest periods, with pay, of fifteen (15) minutes each, shall form part of every 11.25 hour shift, recognizing that one (1) of these 15 minute

breaks must be combined with the 15 minute meal entitlement pursuant to Article 19.04 (b).

- (c) An employee working a five (5) to less than a seven (7) hour shift shall be entitled to one 15 minute break, with pay, and one 10 minute break, with pay.
- (d) An employee working less than a five (5) hour shift shall be entitled to one 15 minute break with pay.
- (e) All employees shall be expected to respond to any resident emergencies while on a break/rest period. In the event of such interruption, employees shall be entitled to resume the remainder of their unused break/rest period once the emergency is over at an operationally feasible time during the remainder of the shift.
- (f) Breaks shall not be combined nor shall an employee forego breaks in order to leave work early, unless mutually agreed by the Employer.

19.04 (a) Meal periods shall be thirty (30) minutes and shall be excluded from the seven and one-half (7½) hour shift.

(b) For 11.25 hours shifts, meal periods shall be forty-five (45) minutes excluded from the 11.25 hours shift, one-third of which shall be combined with a paid fifteen (15) minute break to become a second thirty (30) minute meal period.

19.05 When an employee is called in (to work a shift) one half hour or less prior to the commencement of the shift, and arrives within one hour of receiving the call, the employee shall be paid for the full shift, provided that the employee works until the normal completion of the shift.

19.06 When an employee is called in (to work a shift) after the shift has begun, and arrives within one hour of receiving the call, the employee shall be paid from the time of the call, provided that the employee works until the normal completion of the shift.

19.07 During the night shift an employee who requests to leave the facility and is not permitted to leave the facility during their unpaid meal break shall be compensated at their regular hourly rate for the entire shift.

19.08 Semi-Annual Time Change

The changing of daylight saving time to standard time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily

hours. The hour difference shall be split between employees completing their shift and those commencing their shift.

ARTICLE 20 - OVERTIME

20.01 Overtime is all time authorized in advance by the Employer in excess of a full-time employee's regularly scheduled work hours and which results in the employee working over seventy-five (75) hours in a two (2) week pay period.

Notwithstanding the foregoing, it is agreed that the practice of an employee working eighty-two and one-half (82 ½) hours in one pay period and sixty-seven and one half hours (67 ½) in the following pay period does not result in any overtime for the pay period in which the eighty-two and one half (82 ½) hours are worked.

Overtime shall be paid at a rate of time and one half (1 ½x) for authorized overtime.

Hours worked for the purpose of calculating payment of overtime rates includes regular hours worked and all hours paid as a result of any approved leave of absence.

20.02 Overtime and callback shall be divided equally among employees who are qualified to perform the available work subject to operational requirements.

20.03 Any hours worked in excess of three and one half (3 ½) hours beyond their normal shift shall be paid at the rate of double time (2x).

20.04 Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift.

20.05 (a) Compensation for overtime shall be paid or banked as indicated by the employee at the appropriate overtime rate. Any request for payment shall be in writing and shall be paid on the next regular payday, provided the request is made at least three (3) business days in advance of that payday. Banked time shall be scheduled off at a time mutually agreeable between the employee and the Employer.

(b) The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay out any unscheduled banked overtime in excess of twenty-two and one half (22.5) hours.

ARTICLE 21 - HOLIDAYS

21.01 The following thirteen (13) calendar dates shall be recognized as paid (7.5 hours) holidays for a full-time employee:

New Year's Day	Labour Day
Heritage Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
1 st Monday in August	

Plus any other day officially proclaimed as a holiday by the Federal or Provincial Government.

21.02 (a) In order to qualify for any of the holidays specified in Section 21.01, an employee must have worked on their last scheduled work day prior to and on the first scheduled work day following the holiday, except where the employee may be on a paid leave of absence.

(b) An employee absent on a holiday because of a bona fide illness or injury shall be eligible for holiday benefits provided that the illness or injury is reported to, verified and authorized by the head of the department or the employee's supervisor.

21.03 If a paid holiday falls during the vacation of an employee, the employee shall receive an additional day off.

21.04 (a) On an alternating year-to-year basis, an employee shall be entitled to have either Christmas Day or New Year's Day scheduled off, unless mutually agreed otherwise. This does not preclude an employee from mutually agreeing to being scheduled to work on both Christmas Day or New Year's Day in a year.

(b) An Employee may mutually agree to work the same holiday (Christmas or New Year's) on successive years. However, working the same holiday in consecutive years will not alter the rotation (ie: in the 3rd year the employee will be scheduled off the same holiday as in the 1st and 2nd).

(c) An employee must satisfy the qualifying provisions of Article 21.02 (a) to be entitled to this provision.

- (d) Subject to operational requirements, Employees scheduled to work 12 hour nights on December 24th and December 25th, shall be permitted to use holiday time to take December 24th off.

21.05 If an employee's normal work day is on a holiday, the employee will be compensated by being paid time and one-half (1 ½ x) for all hours worked. In addition, a Full-Time employee shall have another day off to be taken within thirty (30) days of the date of the holiday. This day is to be decided between the employee and supervisor by mutual consent.

***21.06** If an employee is called to work on a holiday which is on the employee's normal day off, the employee shall be compensated by receiving a day off at a later date, plus two times (2 x) straight time for all hours worked, provided that if notice has been given seventy-two (72) hours prior to the holiday, the employee will be paid one and one-half (1 1/2x) for all hours worked.

***21.07** Notwithstanding Article 21.05, employees may be permitted to continuously carry an accumulation of up to 22.5 hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay out any unscheduled holiday leave down to 22.5 hours. This provision is not applicable to a casual employee (except a casual employee while in a temporary position).

21.08 Part-time employees shall receive one (1) hour of holiday pay for every twenty (20) hours paid, excluding payouts of banked time. Compensation shall be as pay or time off as determined by the employee. Where time off is chosen, the time off shall be mutually agreed between the employee and the Employer. Banked time shall be subject to Article 21.07.

***ARTICLE 22 - VACATIONS**

22.01 Effective April 1, 2011, the Employer agrees to grant employees vacation with pay on the following basis, as calculated from April 1, 2010:

- Employees with less than one year as of April 1 ...4 % of gross earnings
- In 1st full vacation year and until 3 years78.32 hours vacation
- After 3 years.....112.5 hours vacation
- After 8 years.....150.0 hours vacation
- After 15 years..... 187.5 hours vacation
- After 25 years.....225.0 hours vacation

However, annual vacation entitlement will be pro-rated to reflect paid hours. Absences without pay under the following circumstances shall be considered

paid hours for the purpose of calculating annual vacation entitlement, and such absences shall be pro-rated based on hours paid in the twelve (12) month period immediately preceding the Leave of Absence:

- (a) pregnancy and parental leave, to the maximum allowed by the *Labour Standards Code*;
- (b) time receiving worker's compensation benefits in accordance with Article 28.04;
- (c) leave of absence under Article 24.08 for up to 3 months over the course of employment at the Villa Saint Joseph du Lac where the leave is for an emergency family matter that requires the employee's attention;
- (d) education leave required and/or approved by the Employer for up to 6 months;
- (e) illness, after an employee has exhausted sick leave, for up to 3 months over the course of employment at Villa Saint Joseph du Lac; and,
- (f) Union leave, provided that the Union reimburses the Employer for the cost of sick leave and vacation credits earned.

No other absence without pay shall be considered paid hours for the purpose of calculating vacation entitlement.

22.02 The vacation year runs from April 1st to March 31st.

22.03 Vacation Scheduling

- (a) The Parties acknowledge that Prime Vacation months are July, August, September and March.
- (b) Employees may take up to three (3) consecutive weeks vacation at any one time during the Prime Vacation months. The balance must be taken by the end of the vacation year. No vacations will be permitted between December 15th and January 4th of each year.
- (c) Employees are not permitted to carry over vacation credits from the previous vacation year beyond March 31st.
- (d) Employees who have vacation credits remaining from the previous vacation year as of March 31st will be paid out that remaining vacation time.

- (e) In developing the vacation roster the Employer will distribute the vacation fairly, giving due consideration to the employee's wishes and to seniority. In the event of a conflict, an employee may exercise their seniority to receive their requested vacation. Seniority may only be exercised once to resolve conflicts for vacation requests during the Prime Vacation but shall not be limited during the remainder of the year. Such conflicts shall be resolved prior to posting of the approved schedule pursuant to (f) below.
- (f) Vacation requests for the Prime Vacation months, excluding March, shall be submitted by May 1st and the Employer shall post approved vacation for the Prime Vacation months, excluding March, in writing by May 31st. Vacation requests for the remainder of the vacation year shall be submitted by August 1st and the Employer shall post approved vacation in writing by September 1st.
- (g) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees on a work unit on a first-come first-served basis unless requests by two (2) or more employees are made on the same day for the same vacation day(s) in which case seniority shall be used to resolve the conflict.
- (h) When an employee becomes ill or is injured (and is under a doctor's care) prior to the commencement of or during a scheduled vacation, the employee may choose to set aside the vacation or the remainder of the vacation if already commenced for a future time (to be mutually agreed between the Employer and the employee) and access their sick leave benefits.

22.04 If an employee leaves the service of the Employer after one year's service for any reason whatsoever, the employee shall be paid the amount of vacation due him/her calculated on a pro rata basis retroactive to the time vacation was last calculated or the commencement date of employment if no previous vacation had been received.

22.05 When an employee is about to commence vacation or is on vacation, and death occurs in the immediate family (as defined in Article 24), the employee may choose to be granted compassionate leave and to set aside the vacation leave for a future time to be mutually agreed between the employee and Employer.

ARTICLE 23 - SICK LEAVE PROVISIONS

***23.01** Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Worker's Compensation Act*.

***23.02**An employee shall accumulate one hour sick leave for every 14.5 hours paid by this Employer to a maximum accumulation of nine hundred (900) hours. Absences without pay, under the following circumstances shall be considered paid hours for the purpose of calculating sick leave entitlement:

- (a) pregnancy/parental leave to the maximum allowed by the *Labour Standards Code*;
- (b) time receiving worker's compensation benefits for up to 6 months;
- (c) leave of absence under Article 24.08 for up to 3 months over the course of employment at Villa Saint Joseph du Lac where the leave is for an emergency family matter that requires the employee's attention;
- (d) education leave required and/or approved by the Employer for up to 6 months;
- (e) illness, after an employee has exhausted sick leave, for up to 3 months over the course of employment at Villa Saint Joseph du Lac;
- (f) Union leave, provided that the Union reimburses the Employer for the cost of sick leave and vacation credits.

No other absence without pay shall be considered paid hours for the purpose of calculating sick leave.

For regular part-time employees absent under the above circumstances, sick leave entitlement shall be pro-rated based on hours paid in the immediately preceding twelve (12) months.

***23.03**A deduction shall be made from accumulated sick leave for all working time lost as a result of sickness.

***23.04** (a) An employee may claim sick leave when unable to attend work due to personal illness or injury provided the employee is able to establish with reasonable and relevant medical documentation, where required, describing the nature of the illness, whether the illness or injury prevents the employee from performing the duties of her job, limitations, if any, related to the performance of the employee's duties, prognosis and the expected date of return to work, if known. The cost(s) of the medical assessment and related forms, as specified by the Employer and associated with the required medical documentation shall be borne by the Employer, upon the employee producing a receipt. An employee on sick leave is responsible to maintain communication with the Employer and provide reasonable updates as may be requested by the Employer.

- (b) At the point which an Employee who has been off work due to an illness is medically cleared to return to work, there shall be meaningful discussions with the goal of returning the employee to work as soon as possible.

***23.05** An employee who is sick and unable to attend work as scheduled shall call to advise the employer at least 1 hour prior to a day shift, 3 hours prior to an evening shift, and 5 hours prior to a night shift, whenever possible.

***23.06 Sick Leave Medical/Dental; Family**

Employees, with sufficient sick leave credits, shall be allowed paid leave of absence of up to twenty-two and one half (22.5) hours per fiscal year (pro-rated for employees based on regular hours paid) debited against accrued sick leave credits in order to:

- (a) engage in and facilitate the employee's personal preventative medical or dental care which cannot be arranged outside the employee's scheduled shift. Employees shall advise their immediate supervisor as soon as appointments are made.
- (b) attend to emergencies where:
 - (i) the employee's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the employee's immediate family, as defined in Article 24.03 who has become ill or disabled, in order to make alternate care arrangements where the employee's personal attention is required and where no one other than the employee can provide for the needs and where arrangements cannot be attended to by the employee outside of their assigned shifts.
- (c) for a critical condition which requires their personal attention resulting from an emergency (an event which is unexpected, immediate, and important) which cannot be served by others or attended to by the employee at a time when their normally off duty. The employee shall notify the Employer as soon as possible prior to the commencement of their shift.
- (d) attend specialist appointments with members of the immediate family (as described in Article 24.03 (b)). Employees shall advise their immediate supervisor as soon as appointments are made. In this instance only, should the employee have appointment time (as defined in Article 23.06) remaining but not have adequate sick leave credits to be paid for the appointment time the employee will be permitted to access either overtime, vacation or holiday banks.

23.07 Alternate Medical Practitioner

Where medical information is unavailable or insufficient, the Employer may require that the employee be examined by an alternate medical practitioner who can provide advice and information to the employer describing:

- The nature of the illness
- Whether the illness prevents the employee from performing the duties of their job
- Limitations, if any, related to the performance of the employee's duties
- Prognosis of return to work and the expected date of return to work, if known

Any expenses related to the cost of examination by an alternate Medical Practitioner shall be borne by the Employer.

23.08 Personnel files shall be kept confidential and access shall be limited to those who have an operational need. Medical information regarding employees shall be kept separate from the personnel file and access shall be limited to the Administrator and Staff Coordinator or designate. Such details as are necessary to properly manage absences and administer benefits, such as the duration or expected duration of the absence, the fitness of the employee to return to work, any limitations associated with the fitness of the employee to return to work, and whether the illness or injury is bona fide may be shared with the employee's manager.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to deal with grievances with the Employer they shall suffer no loss of pay for the time so spent.

24.02 (a) Upon request, subject to the requirements of the Employer, an employee selected or appointed to represent the Union at conventions, or to attend meetings of CUPE, its affiliated or chartered bodies, shall be eligible for leave of absence without pay or loss of benefits to attend such conventions or meetings. It is understood that the total amount of time spent in attendance at such meetings shall be limited to a maximum of fifteen (15) working days for each of a maximum of three (3) employees, provided that no two employees shall be absent from one department (or from one unit in nursing) at the same time.

(b) An employee who is selected or elected for a full-time position, with the

Union or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits for a period of one (1) year.

- (c) The Employer will continue to pay employees who are on authorized union leave pursuant to Articles 24.02 (a) or (b) of this agreement for wages and benefits.
- (d) Each month, the Employer will submit an invoice to the Financial Secretary of CUPE, Local 3064, for reimbursement of the cost of the above-mentioned wages and benefits. Wages can include the employee's regular hours of work. The charge for benefits will include, but not be limited to, a charge for the Employer's cost of Employment Insurance, Canada Pension Plan, Worker's Compensation, Pension/Group RRSP, and the group health plan.
- (e) CUPE, Local 3064 agrees to pay the Employer for all wages and benefits paid to employees pursuant to this Article.

24.03 Bereavement Leave

- (a) When death occurs to a member of the immediate family of an employee, as hereinafter defined in Section (b) of this Article, such employee shall be granted bereavement leave with pay for a period not to exceed five (5) days for the purpose of enabling the employee to look after funeral arrangements and to attend the funeral to the extent that any or all of these days are working days. If an employee has commenced work when they learn of the death, that day shall not be counted as part of the bereavement leave and the bereavement leave shall commence on the day following the death.
- (b) For the purpose of this Article, members of the immediate family are: employee's spouse, mother, father, brother, sister, son, daughter, step-parent, grandchild, great grandchild, grandparent, current brother-in-law, current sister-in-law, current mother-in-law, current father-in-law and a stepchild who lives or lived in the employee's home. For the purposes of this article, current brother in law and current sister in law shall be limited to the spouse of the employee's brother or sister and the brother or sister of the employee's spouse.
- (c) Any such employee, while on compassionate leave with pay, shall receive the same rate of pay from the Employer as was in effect for the said employee immediately prior to going on compassionate leave.
- (d) All employees shall be granted two additional days of compassionate leave with pay if a parent, spouse or child dies outside the province and the employee attends the funeral and such additional leave is required for

reasonable travel to and from the funeral to the extent that any or all of these days are normal working days.

- (e) In the event the funeral for any of the persons listed in Article 24.03 (b) does not take place within the period of bereavement leave, the employee may defer a day of their bereavement leave without loss of regular pay until the day of the funeral/interment, provided the employee notifies the employer without delay.
- (f) If an employee is on holiday, vacation, paid sick leave, or using time in lieu at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days back to their appropriate bank.

24.04 (a) Employees shall be entitled to pregnancy/parental leave as provided for in the *Labour Standards Code*, S.N.S. 1972, c. 10, as amended.

- (b) The employee shall continue to pay the employee's share of any premiums for benefit coverage while on pregnancy, parental or adoption leave.

***24.05** The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment they receive for jury service, excluding payment for traveling, meals and other expenses. Employees will present proof of service and the amount of pay received. For employees who are called to appear for jury selection and are not chosen, time spent during the selection process will be considered as jury service.

***24.06** An employee shall be entitled to leave of absence with pay to a maximum of twenty-four (24) hours and without loss of seniority and benefits to write examinations to upgrade their employment qualifications as long as they are related to the employee's employment with Villa Saint Joseph du Lac.

24.07 Parental leave shall be in accordance with the *Labour Standards Code* for a male employee who is the father of a child or for any employee who is adopting a child. The employee shall provide the Employer with at least four (4) weeks' notice of his return to work after parental leave.

***24.08** An employee may be granted leave of absence without pay to a maximum of twelve (12) months when they request such leave for good and sufficient reason. Such request shall be in writing and directed to the Administrator. Benefits, including seniority, shall not accumulate during such leave. When returning to work, the employee shall provide the employer with two (2) weeks' notice in writing. Employees who are employed during a leave of absence shall not

receive the Villa's contributions to any benefit plan if they are enrolled in a comparable benefit plan at the other workplace.

24.09 Leave for Storm or Hazardous Conditions

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

1. take the absent time as unpaid; or
2. deduct the absent time from accumulated 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.

24.10 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.

24.11 Domestic Violence Leave

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

ARTICLE 25 - WAGES

25.01 Employees covered by this Collective Agreement shall be paid in accordance with the rates of pay for each position as set out in Schedule "A", annexed to and forming part of this Collective Agreement.

25.02 If any employee covered by this Collective Agreement has not on the regular payday received all of the wages entitled to be received by them by virtue of an error by the Employer or technological fault resulting in a shortage in their pay, such a shortage shall be made up to the employee within two (2) business days if so requested by the employee, provided that such shortage constitutes the loss of at least one day's pay. All other shortages shall be made up to the employee on the next scheduled payday.

For greater clarity, shortages in pay of one shift or more shall only be paid on the next payday if the employee missed both the "scan in" and "scan out" for the shift in question.

25.03 Employees shall be paid every other Thursday through a direct deposit. The Employer shall provide access to adequate computer/printing systems to allow staff to view and print pay stubs in a confidential manner. It is understood that the Employer cannot guarantee confidentiality. All necessary education shall be provided by the Employer. Where an employee is unable to obtain a pay stub, the Employer will arrange to provide one.

25.04 Employees shall receive equal pay for equal work regardless of gender.

25.05 (a) Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own, the employee shall be paid their own classification rate. If an employee is assigned to perform work in a classification within the bargaining unit paying a higher rate, they shall receive the rate that goes with the classification beginning on the first working day, provided that the assignment is for a period of one (1) full shift or more.

(b) When an employee within the bargaining unit is designated to fill in for a supervisory employee absent because of sick leave, vacation, or leave of absence, the temporarily assigned employee shall receive 115% of their own classification rate commencing on the first working day, provided that the assignment is for a period of one (1) full shift or more. Any overtime pay shall be based on the employee's adjusted rate of pay.

25.06 When a new job is established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on a rate of pay and classification for the job in question, such dispute shall be submitted to arbitration. The new rate shall become effective on the date that the position was first filled, provided the arbitration procedure follows the time limits as set out in Article 14.03.

25.07 Overpayment/over-credit or underpayment/under-credit of wages, benefits, benefit premiums, deductions or seniority will be adjusted retroactively no further

than one year from the date the error is discovered.

25.08 Shift Premium

All Employees shall receive a shift premium of \$2.25 per hour for all regular hours worked between 1800 hours and 0600 hours.

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 24, 2023, and shall be applicable to all hours worked, including overtime hours worked.

25.09 Weekend Premium

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

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 24, 2023, and shall be applicable for all hours worked, including overtime hours worked.

- 25.10** (a) Where an employee in the Maintenance Department is designated to be on standby, such employee will be compensated with a stand-by premium of sixteen dollars and twenty- one cents (\$16.21) for each standby period of eight (8) hours or less.
- (b) Call back occurs when an employee is required to report for work while on Stand-By. Working additional shifts, extra or relief shifts, shall not be considered as a call back.
- (c) An Employee who is called back outside the Employee's normal working hours shall be paid a minimum of four (4) hours at the Employee's regular rate or time and one-half (1½ x) for all hours worked, whichever is greater.
- (d) Standby shall be divided equitably among qualified employees.
- (e) Standby shall not be forfeited in the event of a call back.

25.11 Responsibility Pay

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

25.12 LPN Facility Pay

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

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

25.13 LPN 25 Year Service Salary Increment

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

ARTICLE 26 - CONTRACTING OUT

26.01 The Employer shall not contract out work of the bargaining unit, if to do so would cause undue or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment or have their hours of work reduced as a result of the Employer contracting out work.

ARTICLE 27 - GENERAL CONDITIONS

27.01 The Employer shall provide a bulletin board, which shall be placed so that all employees shall have access to it, and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

27.02 An employee will receive a copy of their performance appraisal when the employee meets with the Supervisor/Department Head to receive that appraisal.

27.03 The Employer will provide an the union and employees will co-operate in the Employer's efforts to maintain an environment free from all forms of harassment. Complaints of harassment shall be brought to the Employer's attention verbally at an informal stage without unreasonable delay. Should the complaint not be resolved, the complainant may submit the complaint in writing and it shall be considered a formal complaint. The Employer shall investigate and respond in writing to all formal complaints. After an investigation is completed, if the complainant is still unsatisfied the matter may be grieved.

27.04 (a) The Employer and the Union have a continuing duty to accommodate a disabled Employee and are obligated to consider employment opportunities that meet the Employee's capabilities as established through sufficient medical evidence.

(b) **Duty to Accommodate**

In circumstances where a member of the Bargaining Unit may be unable to perform the regular duties of their position due to a mental or physical disability, the Employer and Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated to the point of undue hardship. The affected employee shall participate and cooperate fully in this process.

ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY

28.01 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 guideline for safety practices within the Home.

28.02 The Union and Employer agree to abide by the heat stress policy adopted by the workplace Joint Occupational Health and Safety Committee.

28.03 Union members of the Health and Safety Committee shall be entitled to use up to 37.5 hours each per year with no loss of seniority or earning to attend related education courses and seminars available to all members of the Committee, where approved by the Employer in advance. Such approval shall not be unreasonably denied.

28.04 The Employer shall maintain policy to deal with matters concerning workplace harassment and bullying.

28.05 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 29 - BENEFITS

***29.01** Enrollment in the Nova Scotia Health Employees Pension Plan shall be mandatory for all eligible employees. The terms of the Plan respecting eligibility and levels of contribution shall apply.

***29.02** The Employer agrees to maintain an Extended Health Benefit Plan, AD&D, Dental, Life Insurance and Long-Term Disability Plan during the life of this Agreement for participation by employees, and subject to eligibility requirements.

The Employer will pay sixty-five percent (65%) of the premiums for the Extended Health Benefit Plan and the employee shall pay thirty-five percent (35%).

The premiums for the AD&D, Life Insurance, Dental and Long-Term Disability Plan will be cost-shared as follows:

- (a) If the employee has the single rate, the Employer shall pay sixty-five (65%) percent of the total cost and the employee shall pay thirty-five (35%) percent of the total cost.
- (b) If the employee has the family rate, the Employer shall pay sixty-five (65%) percent of the total cost and the employee shall pay thirty-five (35%) percent of the total cost.
- (c) Premium costs for the dental plan will be shared on the basis of 50% Employer and 50% Employee.
- (d) The employee shall pay fifty (50%) percent and the Employer shall pay fifty (50%) percent of the cost of the Long-Term Disability Plan Premiums.

Employees who are off work due to illness or injury will be eligible to continue to participate in the Group Benefit plan for a period of twenty-four (24) months from the date of the first day of absence where the employee is not in receipt of WCB or LTD provided that the employee continues to make their contribution to the plan as provided in this Article.

***29.03** In the case of a Long Term Disability claim, the Employer shall continue to provide the Employer share of benefit premiums for a period of not longer than twenty-four (24) months following the commencement of the absence provided that the employee agrees to pay the employee share.

29.04 Workers Compensation

***(1)** When an employee is being compensated on the Workers' Compensation

Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from the Workers' Compensation Board and the employee's net pre-accident earning. 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.

- * (2) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (3) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits, subject to Article 16.04.
- * (4) 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.
- (5) The above provisions do not apply to Casual Employees.
- (6) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.
- (7) An employee shall inform the employer without delay when the employee initially seeks medical attention for a workplace accident.

ARTICLE 30 - STRIKES AND LOCKOUTS

30.01 The Union agrees that during the effective period of this Collective Agreement there shall be no strikes, stoppages of work or any other interference with the operation of the Employer by the Union or any of its members and the Employer agrees that during the same effective period there shall be no lockouts by it or any of its employees.

30.02 (a) The *Essential Health and Community Services Act*, as may be amended from time to time, shall supersede the following sub-paragraphs. In the event that this legislation is repealed or declared invalid, subparagraph (b) shall apply.

(b) In the event of a strike during or after the term of this agreement, the Union shall negotiate with the Employer to provide sufficient employees to work for the Employer to provide basic care to residents of the Employer's operation during a strike. However, if the parties fail to reach agreement the Union shall not be obliged to provide more than fifteen (15) percent of the members in the bargaining unit. The Employer shall schedule all qualified employees on an equitable basis to provide their services during a strike. This paragraph shall not be effective in the absence of the triggering event in subparagraph (a).

(c) The parties intend this Article to remain binding and survive the expiry of the collective agreement.

ARTICLE 31 - AGREEMENT

31.01 This Collective Agreement shall be in effect for the period commencing November 1, 2020 and ending October 31, 2023. If either party to this agreement wishes to amend or cancel this Collective Agreement, they shall give to the other party such notice in writing within sixty (60) days of the renewal of the Collective Agreement. If no such notice is given, then this contract shall renew itself automatically each year thereafter. During the negotiating period, this Collective Agreement shall remain in full force and effect.

31.02 This Collective Agreement and everything contained therein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

31.03 Wages for all employees shall be retroactive to November 1, 2020, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this agreement. All other provision of this Collective Agreement shall apply prospectively from the date of signing of this

Collective Agreement.

31.04 Any changes deemed necessary in the Collective Agreement may be discussed and as long as both parties mutually agree the changes may take place. Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement.

The signatures below confirm this Collective Agreement between the Parties this day of _____, 2023, signed in Yarmouth, in the County of Yarmouth, Province of Nova Scotia.

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3064

VILLA SAINT JOSEPH DU LAC

per: Maria Nickerson

per: Cindy Mussel

per: Lamanda Newell

per: Catherine Goodwin

per: Stacey Cook

per: Sharon Howe

Sharon Howe
Witness to all of the above signatures

LETTER OF UNDERSTANDING #1

Re: Benefits of Non-Unionized Employees

THE PARTIES AGREE THAT:

1. The cost-sharing arrangements for the Group Health Insurance Plan would not be more favourable to employees outside of the bargaining unit as of November 1, 2000.

DATED at Yarmouth, Yarmouth County, this _____ day of _____, 2023.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3064**

VILLA SAINT JOSEPH DU LAC

per: Maisha Nickerson

per: Cindy Muse

per: Shanika Newell

per: C. A. Blane Goodwin

per: Stacey Cook

per: Shan Ho

Lina Morley
Witness to all of the above signatures

LETTER OF UNDERSTANDING #2
Re: Permission to Switch Units

Two Full-Time Employees who wish to switch units for a period of time not less than a full shift rotation may propose a plan and jointly request permission to switch. The Employer may approve, deny or discuss modifications to the plan. The terms of the plan shall be in writing and mutually agreed. The approval of a plan does not restrict or modify management rights in any way. In particular, this does not limit or restrict the Employer's rights to direct the workforce, including the movement of staff involved. The Employer may, in its sole discretion, cancel the plan at any time. If the employees wish to terminate the plan prior to its scheduled termination date the Employer shall consider such a request and terminate the plan as soon as practicable. Upon termination of a plan the employees shall return to their former units. Such plan must be cost-neutral to the Employer.

DATED at Yarmouth, Yarmouth County, this _____ day of _____, 2023.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3064**

VILLA SAINT JOSEPH DU LAC

per: Maula Nickerson

per: Cindy Muse

per: Samantha Newell

per: Clare Blane Goodwin

per: Stacey Cook

per: Sharon Hore

Cina Honley
Witness to all of the above signatures

LETTER OF UNDERSTANDING #3
Re: Expression of Interest

WHEREAS the Employer and the Union wish to outline a process that will allow permanent employees more choice in work location or rotation;

AND WHEREAS the Employer wants to retain and reserve its present rights to manage and direct its workforce, including the right to schedule and direct staff where to work;

THEREFORE the Parties agree as follows:

1. Where the Employer determines there is a vacancy for a permanent position, and has determined that the person filling the vacancy will be working primarily in a particular area of the facility, the Employer will for a reasonable time before or concurrent with posting of the vacancy, seek expressions of interest ("EOI") from bargaining unit members of the same classification and FTE as the vacancy, to determine interest in working in the area or rotation on a cost neutral basis.
2. Where the Employer receives expressions of interest as described in paragraph 1 the Employer will schedule the most senior employee who expressed interest to the area or rotation described in the EOI as follows:
 - (a) If the most senior employee was on the unit, that employee shall be moved into the vacant rotation and then the most senior employee from another unit will be moved into the unit; or
 - (b) If the most senior employee is from another unit, that employee shall be moved into the vacant rotation; and
 - (c) The Employer shall fill the vacancy in the usual manner. The Employer will schedule the successful candidate to work where the Employer deems appropriate.
3. Where the Employer does not receive expressions of interest as described in paragraph 1 the Employer will fill the vacancy in the usual manner and schedule the successful candidate to work where the Employer deems appropriate.
4. An Employee moved from a different unit as a result of an EOI shall have a trial period pursuant to Article 17.06 except the trial period shall be one hundred fifty (150) hours worked.
5. This LOU is without prejudice to the parties' rights and shall not give rise to an estoppel, nor limit or restrict the Employer's rights to direct the workforce, including the movement of staff involved in the EOI process.

- 6. This agreement does not give employees a right to work in a particular location.
- 7. Upon three (3) months written notice, either Party may retract its consent to this process and rely on its collective agreement or residual rights.

DATED at Yarmouth, Yarmouth County, this _____ day of _____, 2023.

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3064

VILLA SAINT JOSEPH DU LAC

per: Maia Husker

per: Andy Muse

per: Samantha Newell

per: Cl Blanc - Godwin

per: Stacey Cook

per: Shon Brown

Tina Horvath
Witness to all of the above signatures


LETTER OF UNDERSTANDING #4
Re: Benefit Comparison

The parties agree to reduce benefit premium costs to the Employer and the Employees while still providing an appropriate level of benefit coverage. Therefore, the parties agree, within the fiscal year of 2022/2023, to the following:

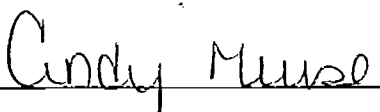
1. The parties will establish a Benefits Review Committee, composed of three representatives chosen by the Employer and three representatives chosen by the Union;
2. The Committee will invite presentations from or on behalf of Canada Life and Health Association Nova Scotia in order to compare premium costs and benefit coverage of both;
3. The benefit plans under consideration will be the Extended Health Benefit Plan, AD&D, Dental, Life Insurance and Long Term Disability Insurance;
4. In determining whether to change any of the plans or provider, the Committee must ensure that there is a net decrease to the premium costs of the Employer and the Employees;
5. The Committee will make all decisions about appropriate plans and providers on a consensus basis;
6. The Committee will invite the Nova Scotia Nurses' Union to have a representative attend any meetings of the Committee (including the presentations in paragraph 2) and provide submissions to the Committee; and
7. In the event that the Committee cannot reach a consensus decision under paragraph 5, the parties will agree to refer the matter to an interest arbitrator who will make any decision that the Committee could have made under paragraph 5.

DATED at Yarmouth, Yarmouth County, this day of , 2023.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3064**

per: 

VILLA SAINT JOSEPH DU LAC

per: 

per: Samantha Newell

per: Catherine Hoodin

per: Stacey Cook

per: Shane Ho

Lina Han Ong
Witness to all of the above signatures

APPENDIX B
MEMORANDUM OF AGREEMENT
Re: CASUAL EMPLOYEES

WAGES & BENEFITS

Section 1: Casual Employees shall be paid in accordance with the wage scale in Schedule A plus 4% vacation pay and 2% in lieu of other benefits, paid bi-weekly.

In classifications with multiple wage steps, casual employees shall progress to the next step in the wage scale after completion of 1000 hours paid or one (1) year, whichever is later.

Probationary Period. Casuals shall serve the probationary period of 495 hours worked from the date of hire. Casuals hired into a permanent position will be subject to the trial period of up to three hundred (300) hours worked in accordance with Article 17.06. In the event a casual employee commences a permanent position prior to the completion of the probationary period, the remainder of the probationary period and any extension pursuant to Article 4.07 shall be served concurrently with the trial period. In the event that a casual employee has already completed the probationary period prior to commencement of the permanent position, the employee will not be required to serve another probationary period, subject to Section 3(c).

Casual employees who acquire a regular position shall not have their wages reduced to the probationary rate or reduced to a lesser step if higher, but shall maintain their current rate and progress to the next subsequent step as applicable.

SCHEDULING

Section 2: (a) Casual employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the casual employee shall be provided with *four (4) hours of work* or be paid for four (4) hours for the cancelled shift. In the event that any assigned shifts are cancelled, the casual employee must be *provided notice via Care Q, text message or phone call/message that there has been a change to their schedule.*

- (b) The assignment of casual employees for available shifts shall be on the basis of availability and shall be distributed as equitably as possible, generally on a quarterly basis.

AVAILABILITY

- Section 3:
- (a) Casual employees shall confirm to the Employer in writing the extent of their availability for shifts. This shall be done four (4) weeks prior to the schedule being posted.
 - (b) Where the availability status of a casual employee changes from that previously accepted by the Employer, the casual employee must indicate the extent of the change in availability in writing to the Employer. Such changes require the approval of the Employer. Such approval shall not be unreasonably denied.
 - (c) A Casual employee who regularly fails to pick up calls from the Employer or regularly fails to accept offers to work when availability is indicated shall lose seniority and be struck from the Casual list. Prior to taking such action, the employer shall send a letter to the employee's last known address giving notice that such action is being considered and seeking the employee's response within ten (10) working days. Where the employee has notified the Employer in advance of a period of unavailability not greater than three (3) months, unavailability during that time shall not count against the employee. An employee who has been struck from the Casual List as set out herein and who is later re-hired shall serve the probationary period.

CASUAL SENIORITY

- Section 4:
- (a) A record as to the hours worked by a casual employee shall be maintained by the Employer and be made available to the Union. This record shall constitute the casual seniority list, updated at six (6) months in January and July.
 - (b) The casual seniority list under this section will be separate from the seniority list maintained under Article 16.01.
 - (c) Casual seniority will be used in applying Article 17.07, and permanent seniority shall take priority over casual seniority.

DATE OF EMPLOYMENT

- Section 5: (a) Should a casual employee become a regular employee, the date of employment shall be the date of appointment to the regular position plus all hours worked as a casual employee divided by 1950 hours for the purposes of determining seniority pursuant to Article 16.01 and vacation entitlements pursuant to Article 22.01.
- (b) In the event that a casual employee does not work forty (40) hours in a calendar quarter, excluding approved periods of unavailability or other mitigating circumstances, such employee may be dropped from the payroll and cease to be an employee.

COLLECTIVE AGREEMENT APPLICATION

Section 6: The provisions of the Agreement apply to the casual employees except for the following provisions. Such provisions are indicated in the body of the Agreement with as asterisk (*).

- Articles 16.01, 16.02, 16.03
- Article 21.06, 21.07
- Article 22
- Article 23.01, 23.02, 23.03, 23.04, 23.05, 23.06
- Article 24.05, 24.06, 24.08
- Article 29.01, 29.02, 29.03, 29.04(1), 29.04(2), 29.04 (3), 29.04(4)

DATED at Yarmouth, Yarmouth County, this _____ day of _____, 2023.

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3064

VILLA SAINT JOSEPH DU LAC

per: Maria Nickerson

per: Cindy Miuse

per: Samantha Newell

per: Chloé Anne Hoodin

per: Stacey Cook

per: Shan Ho

Cina Morley
Witness to all of the above signatures

APPENDIX C
MEMORANDUM OF AGREEMENT
Re: LPN Practice Premium

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

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

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

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

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

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES
POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which the LPN works or may choose to take voluntarily regardless of the location or service the LPN works. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

DATED at Yarmouth, Yarmouth County, this _____ day of _____, 2023.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3064**

VILLA SAINT JOSEPH DU LAC

per: Marla Mustison

per: Cindy Muise

per: Samantha Newell

per: Cherlene Godwin

per: Stacey Cook

per: Steve Ho

Lisa Horsley
Witness to all of the above signatures

Appendix “D”

Memorandum of Agreement – Diversity, Equity and Inclusion in the Workplace Committee

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

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

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

DATED at Yarmouth, Yarmouth County, this day of , 2023.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3064**

per: Mark Stukusa

per: Jennifer Newell

per: Hacey Cook

VILLA SAINT JOSEPH DU LAC

per: Andy Muise

per: Michelle Godin

per: Jim Horn

Cina Horley
Witness to all of the above signatures

SCHEDULE "A" WAGES

NOTE: All hourly rates are based on 1950 hours.

November 1, 2020 – November 1, 2023

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20	Nov.01-20	Nov.01-21	Nov.01-21	Nov.01-22	Nov.01-22	Nov.01-22	Nov.01-22	Oct.31-23	Oct.31-23
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
General Worker (Food Services)	Probationary Rate	\$17.5086	\$34,142	\$17.7712	\$34,654	\$18.0378	\$35,174	\$19.0378	\$37,124	\$19.6089	\$38,237	\$19.7070	\$38,429
	Regular Rate	\$17.8061	\$34,722	\$18.0733	\$35,243	\$18.3444	\$35,772	\$19.3444	\$37,722	\$19.9247	\$38,853	\$20.0244	\$39,048
General Worker (Environmental Services)	Probationary Rate	\$19.1192	\$37,283	\$19.4062	\$37,842	\$19.6972	\$38,410	\$20.6972	\$40,360	\$21.3182	\$41,570	\$21.4248	\$41,778
	Regular Rate	\$19.4444	\$37,917	\$19.7361	\$38,485	\$20.0321	\$39,063	\$21.0321	\$41,013	\$21.6631	\$42,243	\$21.7714	\$42,454

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%			
				Nov.01-20 Hourly	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly	Nov.01-21 Approx. Annual Rate
CCA / PCW (Without Course)	Start	\$18.3697	\$35,821	\$18.6455	\$36,359	\$18.9251	\$36,904
	After 1 year	\$18.7405	\$36,544	\$19.0218	\$37,093	\$19.3072	\$37,649
	After 2 years	\$19.1103	\$37,265	\$19.3967	\$37,824	\$19.6876	\$38,391
	After 3 years	\$19.4728	\$37,972	\$19.7651	\$38,542	\$20.0615	\$39,120
	After 4 years	\$19.8369	\$38,682	\$20.1347	\$39,263	\$20.4367	\$39,852

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed April 1, 2022 and appears in this wage appendix for retroactivity purposes, only.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA / PCW without certification	Start	\$18.7328	\$36,529	\$19.0138	\$37,077	\$19.2990	\$37,633	\$19.8780	\$38,762	\$19.9774	\$38,956
	After 1 year	\$19.1102	\$37,265	\$19.3967	\$37,824	\$19.6876	\$38,391	\$20.2783	\$39,543	\$20.3797	\$39,740
	After 2 years	\$19.4866	\$37,999	\$19.7789	\$38,569	\$20.0756	\$39,147	\$20.6779	\$40,322	\$20.7813	\$40,523
	After 3 years	\$19.8502	\$38,708	\$20.1479	\$39,288	\$20.4502	\$39,878	\$21.0637	\$41,074	\$21.1690	\$41,280
	After 4 years	\$20.2274	\$39,443	\$20.5308	\$40,035	\$20.8388	\$40,636	\$21.4639	\$41,855	\$21.5713	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "CCA/PCW without certification as per the MOA re: CCAs, signed April 1, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA with certification PCW with grandfathered entitlements	Start	\$18.7328	\$36,529	\$19.0138	\$37,077	\$19.2990	\$37,633	\$22.9026	\$44,660	\$23.5896	\$46,000	\$23.7076	\$46,230
	After 1 year	\$19.1102	\$37,265	\$19.3967	\$37,824	\$19.6876	\$38,391	\$23.3703	\$45,572	\$24.0714	\$46,939	\$24.1917	\$47,174
	After 2 years	\$19.4866	\$37,999	\$19.7789	\$38,569	\$20.0756	\$39,147	\$23.8472	\$46,502	\$24.5626	\$47,897	\$24.6854	\$48,137
	After 3 years	\$19.8502	\$38,708	\$20.1479	\$39,288	\$20.4502	\$39,878	\$24.3338	\$47,451	\$25.0639	\$48,875	\$25.1892	\$49,119
	After 4 years	\$20.2274	\$39,443	\$20.5308	\$40,035	\$20.8388	\$40,636	\$24.8303	\$48,419	\$25.5752	\$49,872	\$25.7030	\$50,121

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Apr.13-23 Hourly Rate	Apr.13-23 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
LPN	Start	\$28.3268	\$55,238	\$28.7521	\$56,067	\$29.1834	\$56,908	\$30.0589	\$58,615	\$30.0589	\$58,615	\$30.2092	\$58,908
Casual LPN <i>Casual (see attached Letter of Agreement)</i>	After 1 year	\$28.9760	\$56,503	\$29.4105	\$57,351	\$29.8517	\$58,211	\$30.7472	\$59,957	\$30.7472	\$59,957	\$30.9010	\$60,257
	After 2 years	\$29.6020	\$57,724	\$30.0461	\$58,590	\$30.4968	\$59,469	\$31.4117	\$61,253	\$31.4117	\$61,253	\$31.5687	\$61,559
	After 3 years	\$30.4229	\$59,324	\$30.8789	\$60,214	\$31.3421	\$61,117	\$32.2823	\$62,951	\$32.2823	\$62,951	\$32.4438	\$63,265
	After 25 years									\$33.4122	\$65,154	\$33.5793	\$65,480

***Re: 25 Year Service Salary Increment - LPNs: Effective April 13, 2023, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Increase 20-21		Increase 21-22		Increase 22-23		Increase 23-24		
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Activity Worker (with PCW/CCA course)	Probationary Rate	\$19.3327	\$37,699	\$19.6228	\$38,264	\$19.9171	\$38,838	\$20.5146	\$40,004	\$20.6172	\$40,204	
	Regular Rate	\$19.6612	\$38,340	\$19.9563	\$38,915	\$20.2556	\$39,498	\$20.8633	\$40,683	\$20.9676	\$40,887	
	After 1 year	\$20.0632	\$39,124	\$20.3643	\$39,710	\$20.6697	\$40,306	\$21.2898	\$41,515	\$21.3963	\$41,723	
	After 2 years	\$20.4771	\$39,930	\$20.7842	\$40,529	\$21.0960	\$41,137	\$21.7288	\$42,371	\$21.8375	\$42,583	
	After 3 years	\$20.8898	\$40,735	\$21.2032	\$41,346	\$21.5212	\$41,966	\$22.1668	\$43,225	\$22.2777	\$43,441	
	After 4 years	\$21.3159	\$41,566	\$21.6358	\$42,190	\$21.9603	\$42,823	\$22.6192	\$44,107	\$22.7323	\$44,328	
Physio Assistant (without PCW course)	Probationary Rate	\$19.5038	\$38,033	\$19.7964	\$38,603	\$20.0934	\$39,182	\$20.6962	\$40,358	\$20.7997	\$40,559	
	Regular Rate	\$19.8355	\$38,679	\$20.1331	\$39,260	\$20.4351	\$39,849	\$21.0482	\$41,044	\$21.1534	\$41,249	
	Physio Assistant (with PCW course)	After 1 year	\$20.2407	\$39,469	\$20.5443	\$40,061	\$20.8525	\$40,662	\$21.4781	\$41,882	\$21.5855	\$42,092
		After 2 years	\$20.6534	\$40,274	\$20.9632	\$40,878	\$21.2777	\$41,491	\$21.9160	\$42,736	\$22.0256	\$42,950
		After 3 years	\$21.0744	\$41,095	\$21.3905	\$41,711	\$21.7113	\$42,337	\$22.3627	\$43,607	\$22.4745	\$43,825
		After 4 years	\$21.5041	\$41,933	\$21.8267	\$42,562	\$22.1541	\$43,200	\$22.8187	\$44,496	\$22.9328	\$44,719
Staff Cook	Probationary Rate	\$22.0998	\$43,095	\$22.4313	\$43,741	\$22.7678	\$44,397	\$23.4508	\$45,729	\$23.5681	\$45,958	
	Regular Rate	\$22.4755	\$43,827	\$22.8126	\$44,485	\$23.1548	\$45,152	\$23.8495	\$46,506	\$23.9687	\$46,739	
Maintenance (non-Trade)	Probationary Rate	\$22.7231	\$44,310	\$23.0640	\$44,975	\$23.4099	\$45,649	\$24.1122	\$47,019	\$24.2328	\$47,254	
Maintenance (with Trade)	Regular Rate	\$23.1095	\$45,063	\$23.4561	\$45,739	\$23.8079	\$46,425	\$24.5221	\$47,818	\$24.6447	\$48,057	
Physio Assistant (with Physiotherapy Assistant Training Program) (Degree)	Probationary Rate	\$23.9177	\$46,639	\$24.2763	\$47,339	\$24.6405	\$48,049	\$25.3797	\$49,490	\$25.5066	\$49,738	
	Regular Rate	\$24.3241	\$47,432	\$24.6890	\$48,144	\$25.0594	\$48,866	\$25.8112	\$50,332	\$25.9402	\$50,583	
Journeyman Cook	Probationary Rate	\$24.1513	\$47,095	\$24.5135	\$47,801	\$24.8812	\$48,518	\$25.6276	\$49,974	\$25.7557	\$50,224	
	Regular Rate	\$24.5618	\$47,895	\$24.9302	\$48,614	\$25.3042	\$49,343	\$26.0633	\$50,823	\$26.1936	\$51,078	

NOTE:

General Economic Increases

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

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

NOTE: All hourly rates are based on 1950 hours.

Increment advancement for all employees:

- (a) Regular Employees who work in classifications with an increment scale shall progress on a year-to-year basis along the increment scale by moving the Employee to the next increment step, where applicable, on the Employee's employment date. This shall be the Employee's increment date.
- (b) In the case of an unpaid Leave of Absence in excess of twenty-eight (28) calendar days, the increment date shall be altered by the length of an unpaid Leave of Absence, other than pregnancy, parental and adoption leave in which case the increment date shall be unchanged.

DATED at Yarmouth, Yarmouth County, this _____ day of _____, 2023.

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3064

VILLA SAINT JOSEPH DU LAC

per: Maria Nickerson

per: Cindy Muise

per: Samantha Newell

per: Clare-Audrey

per: Stacey Cook

per: Sharr Horne

Sina Horne
Witness to all of the above signatures