

COLLECTIVE AGREEMENT

Between

HIGH CREST HOME FOR SPECIAL CARE
Springhill, Nova Scotia

-and-

The High Crest Local 4184 of the
CANADIAN UNION OF PUBLIC EMPLOYEES

Term of the Agreement:

November 1, 2023

to

October 31, 2029

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ARTICLE 1 - PREAMBLE

1.01 Preamble

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

- (a) To maintain the existing 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, hours of work and scale of wages, etc.;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

2.01 "Gender"

Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa, as the context may require.

2.02 "Employee"

means a regular full-time Employee or regular part-time Employee in the bargaining unit who have successfully completed the probationary period and shall exclude Casual employees.

2.03 "Full-Time Employee"

means an Employee who has successfully completed the probationary period and who works the regular hours of work set out in Article 11.

2.04 “Regular Part-Time Employee”

means an Employee who has successfully completed the probationary period and who works less than the regular hours of work set out in Article 11. Benefits under this agreement for Part-Time Employee shall be pro-rated on the basis of Regular Hours Paid to Full-Time hours.

2.05 “Probationary Period”

means the first five hundred and sixty (560) Hours Worked. When an Employee proves unsuitable for the position, the Employee’s employment may be terminated at any time during the probationary period without the test of just cause. An Employee who is rehired within one year of resigning from the Employer will be required to serve a probationary period of three hundred and thirty-seven (337) Regular Hours Worked, provided the Employee had successfully completed the Employee’s initial probationary period.

2.06 “Casual Employee”

is a worker who works on a day-to-day basis as required. The terms and benefits of this Collective Agreement do not apply to Casual Employees except as specifically provided otherwise in the Collective Agreement.

2.07 “Temporary Vacancy”

is a vacant position for a designated period in excess of two (2) months. If a Casual Employee in a temporary vacancy subsequently becomes a Regular Employee without a break in service, the Employee’s date of hire shall be the first day of continuous employment in the temporary vacancy. The Employer may require an Employee to fill at least two (2) months of the temporary vacancy before such an Employee is eligible to apply for another temporary vacancy. Where an Employee does not work the regular hours of work referenced in Article 2.03 and Article 2.04 and creates a temporary vacancy referenced in Article 2.07, the absent Employee no longer accrues leave benefit entitlements defined in Articles 13, 14 and 16.

2.08 “Hours Worked”

means hours actually worked by the Employee and excludes vacations, holidays, sick leaves, other leaves, and hours paid by a third party (WCB, EI, etc...).

2.09 "Regular Hours Paid "

includes hours paid by the Employer including paid vacations, paid holidays paid sick leaves, and any other paid leaves for which an Employee is compensated by the Employer, but excludes overtime hours and hours paid by a third party (WCB, EI, etc...).

2.10 "Day" or "Holiday"

includes only for those shifts which commence on the calendar date of the Day or Holiday.

2.11 "Working Day"

means Monday to Friday excluding Holidays.

2.12 "Union"

means the Canadian Union of Public Employees.

2.13 "Bargaining Unit"

means Local 4184 of the Canadian Union of Public Employees.

2.14 "Employer"

means High-Crest Enterprises Limited.

2.15 "Mutually Agreed" or "Mutual Agreement"

means a Temporary Agreement between an Employee and the Employer.

2.16 "Mutually Agreed between the Parties"

means a Written Agreement between the Employer and the Union.

2.17 "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 spouse for the purposes of this Agreement.

2.18 “Regular Hourly Rate”

means the annual salary rate divided by two thousand and eighty (2080).

2.19 “Date of Hire”

means the date on which an Employee becomes a member of the Bargaining Unit

2.20 “Date of Employment”

means the date on which a worker is continuously employed by the Employer.

ARTICLE 3 - UNION RECOGNITION

3.01 Recognition of CUPE

The Employer recognizes the Canadian Union of Public Employees and its Local 4184 as the sole and exclusive collective bargaining agent for all Full-Time and regular Part-Time employees, excluding supervisory staff, clerical staff, nursing staff, (RN's, LPN's), physiotherapy staff, social worker, occupational therapist, dietician, and all those persons excluded by paragraphs (a) and (b) of Subsection 2 of Section 1 of the Trade Union Act.

3.02 No Agreements Required

No Employee shall be required to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to this Collective Agreement. This will not prevent a Employee from making an arrangement with the Employer, its representative or supervisor when such arrangements do not affect other Employees in the bargaining unit.

3.03 Right to Representative of CUPE

The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievances and all other dealings with the Employer. The representative shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such representative shall first obtain permission from the Employer before entering the institution. Such permission shall not be unreasonably withheld.

3.04 List of Officers and Representatives

The Union shall provide the Administrator with a list of all officers and representatives of the Union and shall also advise of any additions and deletions to the list.

3.05 Designated Bulletin Boards

The Employer shall continue to provide a designated bulletin board for the use of the Union for Union purposes. Bulletins and notices posted in the facility shall conform with Employer policies and standards.

3.06 No Strike, Work Stoppage, or Slowdown

The Union agrees that there shall be no strike, work stoppage, or slowdown during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Human Rights Act

The Parties agree that there shall be no discrimination as established by the Nova Scotia Human Rights Act.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Application of the Collective Agreement

Management's rights referred to in this Article, shall be exercised in manner consistent with the terms of this Agreement.

5.02 Rights of the Employer

The Union recognizes that it is the right of the Employer to manage the facility 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 work force in accordance with its responsibilities;

- (c) To determine the work to be performed and establish standards, methods, procedures and schedules of operations,
- (d) To determine the requirements, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge an Employee for just cause.
- (e) To increase or decrease the work force;
- (f) To maintain work place rules and regulations to be observed by employees;
- (g) All matters concerning the operation of the Employer's business not specifically dealt with in this Collective Agreement shall be reserved to be the Management's sole responsibility;
- (h) The exercise of the foregoing rights shall not supercede the other specific provision of the Agreement, and this clause shall not prevent the processing of grievances.
- (g) The exercise of the foregoing rights shall not supersede the other specific provision of the Agreement, and this clause shall not prevent the processing of grievances.

5.03 Right to Grievance

Nothing in this Article shall however, deprive an Employee from exercising their full right under the grievance procedure as set out in this Agreement.

ARTICLE 6 - UNION SECURITY

6.01 New Employees

All new employees shall become members of the Union after the completion of the probationary period as defined in Article 2.05.

6.02 Acquaint New Employees

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

6.03 Copy of Agreement

New employees shall be presented with a copy of the Collective Agreement, on commencement of the employment. The employer agrees to pay 50% of costs, for printing sufficient numbers of copies of the collective agreement for bargaining unit members.

6.04 Orientation Period

Newly hired employees shall be subject to an orientation period.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Deduction of Dues

Employees shall have dues deducted bi-weekly from their salary in the amount determined by the Union.

7.02 Submission of Dues

Dues deductions shall be forwarded to CUPE National no later than the 15th day of the month following, accompanied by a list of the names of the employees from whose earnings the deductions were made.

7.03 Annual Statement

On the Income Tax (T4) slips, the Employer shall indicate the amount of union dues paid by each Employee in the previous year.

7.04 Employer Indemnity

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of action taken by it for the purpose of complying with the provisions of this Article.

7.05 Limitation of Deduction

Union dues shall be deducted once the Employee has completed the probationary period.

7.06 Personal Information

- (a) Employees shall be required to provide up to date personal information to the Employer including current name, address, telephone number and shall indicate in writing to the Employer their consent for the Employer to disclose the information.
- (b) With the proper consent of the Employee the employer shall provide the Union upon request with the current name of each bargaining unit member, mailing address, classification and appointment status.
- (c) Employees shall be required to provide up to date vulnerable sector criminal background checks every five (5) years unless provincial standards dictate otherwise. Fees related to vulnerable sector criminal background checks shall be borne by the Employer. Within 30 days of its occurrence, employees shall be required to disclose to the Employer any criminal convictions incurred during the term of their employment.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Application of Discipline

No Employee who has completed the probationary period shall be disciplined or suspended except for cause, or discharged except for just cause. When an Employee is discharged, the Employee shall be given the reason in the presence of their Steward.

8.02 Dismissal of Probationary Employee

Employees who have not completed their probationary period may be terminated at any time during the probationary period without the Employer having to establish just cause. The Employer shall however conduct a mid-probationary assessment of the Employee and advise the Employee of any deficiency in the employee's performance.

8.03 Right to Union Representation

An Employee has the right to have a Steward present at any discussion with the Employer which is of a disciplinary nature. The Employer shall notify the Employee in advance that disciplinary action is being considered in order that the Employee can notify a Steward.

8.04 Disciplinary Record

When disciplinary record is entered in an employee's personnel file, a copy of the letter will also be provided to the bargaining unit.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Grievance Defined

A grievance shall be a difference of interpretation of this Agreement or an alleged violation of the provisions of this Agreement.

9.02 Grievance Procedure

The procedure for processing any grievance shall be as follows:

Step 1

When an Employee or the Union has a grievance, the Employee or Union Site Representative shall, within five (5) working days of the discovery or occurrence of the incident giving rise to the grievance, discuss the grievance with the Director, who shall provide the grievor and the Union with an answer within five (5) working days.

Step 2

Failing a response, or if the response received in Step 1 is not satisfactory, the Union shall refer the grievance to the Administrator within five (5) working days of receipt of the reply in Step 1. The referral to the Administrator shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought and an indication of the provisions of this Agreement on which the grievance is based, and shall be signed by the Employee and / or the Union Site Representative. The Administrator shall meet with the Grievor and the Union and shall give a decision in writing within five (5) working days of the meeting.

Step 3

Failing a response, or if the response received in Step 2 is not satisfactory to the Union, the Union shall within twenty (20) working days of receipt of the response notify the Administrator in writing of the Union's intention to submit the grievance to arbitration.

9.03 Union Policy Grievance

A Union policy grievance may by-pass Step 1 and may be submitted in writing to the Administrator within ten (10) working days of the circumstances giving rise to the grievance.

9.04 Grievance by the Employer

Any grievance of the Employer shall be referred in writing to the President of the Bargaining Unit within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and the Bargaining Unit representatives, shall meet within ten (10) working days thereafter with the Administrator to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, the Employer may submit the grievance to arbitration by giving notice to the President of the Bargaining Unit within ten (10) working days thereafter.

9.05 Right to Union Representation

An Employee has a right to have a Union Representative present at any time a grievance or disciplinary matter relating to the Employee is discussed with the Employee.

9.06 Time Limits Arbitrary

If a complaint is not submitted to arbitration or advanced from one step to another within the time limit specified in this Article, or is not extended by agreement in writing between the Employer and the Union, the grievance shall be deemed abandoned and all rights of recourse to the grievance procedure shall expire.

9.07 No Arbitration except through Procedure

Unless otherwise agreed between the Employer and the Union, no matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set out in this Article.

9.08 Duties of Union Stewards

The Employer agrees that the Stewards shall not be unduly hindered in the performance of their duties. The Union recognizes that each Steward is employed by the Employer and will not leave work during working hours without first obtaining the permission of the supervisor, which permission shall not be unreasonably withheld.

ARTICLE 10 - ARBITRATION

10.01 Single Arbitrator unless Agreement for Board

In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three (3) person Board of Arbitration.

10.02 Selection of the Arbitration Board

The Arbitration Board shall be selected as follows:

- (a) within ten (10) days of the receipt of the notice of arbitration, the Employer and the Union shall each appoint a member of the Arbitration Board and shall advise the other party of the appointee.
- (b) the two appointees shall, within five (5) working days of the appointment of the second of them, agree upon a Chairman.
- (c) If the Employer or the Union failed to appoint a nominee, or if the two nominees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either Party.

10.03 Selection of a Single Arbitrator

If the Employer and the Union agree that the grievance is to be heard by a single Arbitrator, the Arbitrator shall be selected within five (5) working days of the receipt of the notice of arbitration. In the event of failure to agree, the Minister of Labour of the Province of Nova Scotia may, upon the application of either Party, appoint an Arbitrator.

10.04 Rendering Arbitration Decision

The Board of Arbitration or single Arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the Parties, the decision shall, in the normal course, be handed down within a maximum of fourteen (14) days from the hearing date.

10.05 Powers of Arbitrator or Board of Arbitration

A Board of Arbitration or an Arbitrator shall not alter, modify, amend or delete any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on a Employee.

10.06 Arbitration Fees

Each Party shall pay the fees and expenses of the Arbitrator it appoints and one-half (½) the fees and expenses of the Chairman or single Arbitrator.

10.07 Working Days Defined for Grievance & Arbitration Process

For the purpose of this Article only, working days shall be Monday to Friday inclusive, provided that the calendar date of Holidays is exempt from the count.

ARTICLE 11 - HOURS OF WORK

11.01 Regular Hours of Work for Full-Time Employees

The regular hours of work for Full-Time employees shall consist of a combination of defined shifts that averages between seventy-two (72) to eighty-four (84) hours bi-weekly.

11.02 Rest Breaks

- (a) Each four (4) hours worked shall include one (1) fifteen (15) minute rest period.
- (b) Notwithstanding Article 11.02 (a), employees working at least a seven (7) hour shift in the Dietary Department shall be provided with a total of two (2) fifteen (15) minute rest period.

11.03 Meal Breaks

- (a) Employees working at least an eight hour shift shall also be provided with at least one (1) meal break calculated on the basis of fifteen (15) minutes for each (4) hours worked.
- (b) Notwithstanding Article 11.03 (a), employees working at least a seven (7) hour shift in the Dietary Department shall be provided with a total of one (1) paid meal break of thirty (30) minutes.

11.04 Work Week

The work week shall be from Sunday to the following Saturday.

11.05 Consecutive Work Days

No Employee will be required to work more than six (6) regularly scheduled consecutive days or four (4) consecutive twelve (12)-hour shifts without a rest period of at least one (1) day unless mutually agreed. Based on operational requirement, the Employer will make a reasonable effort to scheduled consecutive days off.

11.06 Scheduling Hours of Work

- (a) The Hours of work shall be posted four (4) weeks in advance of the schedule to be worked.
- (b) The schedule will cover a period of not less than two (2) weeks nor more than four (4) weeks with the exception of the schedule covering summer season which shall normally be posted by May 31 and with the exception of the schedule covering the Christmas season which shall normally be posted by November 1.
- (c) At least two weeks before the schedule is due to be posted, a Employee may request in writing specific days off and the request shall be granted where operationally possible.
- (d) It shall be permissible for two Employees to exchange their shifts or days off with the expressed consent of the Employer.
- (e) The Employer shall not be penalized or be required to incur additional costs by the arrangements set out in 11.06 (c) and (d) above.

11.07 Off Hours between Shifts

There shall be a minimum of eight (8) hours between regularly scheduled shifts unless mutually agreed upon otherwise.

11.08 Emergency Double Shifts

When an Employee has to work a double shift, in an emergency, that Employee may have the next day off, if scheduled to work and the Employee agrees.

11.09 Changes to Daylight Savings Time

The changing of daylight saving time to standard time, or vice versa, shall result in employees being paid for the actual hours worked regardless of their bi-weekly status.

11.10 Christmas Scheduling

Based on operational considerations, for employees normally scheduled twelve (12) hour shifts, the Employer shall endeavour to maintain the practice of scheduling eight (8) hour shifts for shift beginning on December 25th , 26th , and January 1st.

11.11 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:

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated overtime, holiday time or vacation; or
- (c) when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

ARTICLE 12 - OVERTIME AND CALL-OUT

12.01 Overtime Defined

- (a) All time worked in excess of the Regular Hours of Work set out in Article 11.01 shall be compensated at the rate of (1.5X) time and one half of the regular hourly rate.
- (b) Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime exceeds fifteen (15) minutes, the overtime rates shall apply for the total time worked.
- (c) Except in extenuating circumstances all overtime must be authorized.

12.02 Payment of Overtime

Overtime shall normally be paid within one pay periods of its occurrence.

12.03 Call Back Guarantee

- (a) When an Employee is required to report back to work on the same day after leaving the premises of the Employer following completion of a shift, but before the commencement of the Employee's next shift, the Employee shall be paid a minimum of four (4) hours at straight time rates for the extra time worked or time and one-half for all overtime worked, whichever is greater.
- (b) Article 12.03 (a) shall not apply to a Part-Time Employee who agrees to work additional shifts unless the time work in a two (2) week period is in excess of Regular Hours of Work set out in Article 11.01.

12.04 Banking Overtime

Employees will be allowed to "bank" a maximum of thirty six hours of overtime to be paid upon request of the Employee.

ARTICLE 13 - HOLIDAYS

13.01 Recognized Holiday

The following shall be recognized as "holidays":

New Year's Day	Labour Day
Good Friday	Easter Monday
Thanksgiving Day	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
First Monday in August	Heritage Day
Truth & Reconciliation Day	

13.02 Holiday Pay

- (a) Subject to Article 2.07, Full-Time Employees are entitled to eight (8) hours holiday pay for each of the foregoing recognized holidays in paragraph (a) above.
- (b) Subject to Article 2.07, paid holiday leave credits shall be earned by Regular Part-Time Employees on the basis of regular hours paid. A Regular Part-Time Employee shall accumulate entitlement on the basis of one (1) hour of holiday credit for each twenty (20) regular hours paid to a maximum accrual of one hundred and four (104) hours of holiday credits in a fiscal year period.

13.03 Hours Worked during Holidays

- (a) Employees required to work on the foregoing recognized holidays shall be paid at the rate of time and one-half (1.5 x).
- (b) Employees required to work on any of the foregoing recognized holidays, may request to be paid out the holiday or scheduled a banked holiday on an alternate day mutually agreed between the Employee and the Employer.
- (c) Employees required to work overtime in excess of their regularly scheduled shift on a holiday shall receive overtime compensation at the rate of double times (2X) their normal hourly rate of pay.

13.04 Christmas and New Years Day

A Employee shall have either Christmas or New Year's Day off unless otherwise mutually agreed.

13.05 Accumulation of Holidays

Employees shall be allowed to accumulate a maximum of sixty (60) accrued holidays hours for use at a later time, such time to be scheduled by mutual agreement between the Employer and the Employee.

13.06 Payment of Holidays for Part-Time Employees

Employees shall have accrued holiday credits paid out by March 15th each year.

13.07 Sick Leave on Holidays

An Employee cannot be sick on a holiday and save said holiday to take at a later time.

ARTICLE 14 - VACATIONS

14.01 Vacation Accrual

Employees shall receive vacation with pay in accordance with their accrued vacation credits based on years of service in accordance with the Employee's anniversary date. Vacation credits shall accumulate to the Employee and vacation time shall be granted on the following basis:

- (a) Effective the date of hire:
 - i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each twenty-five (25) regular hours paid. (4%);
 - ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule two (2) weeks of uninterrupted vacation time off.
- (b) After five (5) years of service:
 - i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 16.666 regular hours paid. (6%);
 - ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule three (3) weeks of uninterrupted vacation time off.
- (c) After fifteen (15) years of service:
 - i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 12.5 regular hours paid. (8%);
 - ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule four (4) weeks of uninterrupted vacation time off.

14.02 Vacation Pay

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

14.03 Vacation Scheduling

- (a) The vacation year will be from May 1 to April 30 the following year.
- (b) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed.
- (c) No vacations will be scheduled between December 20th and January 5th unless the Home can allow an Employee to be away, keeping in mind the proper operation of the Home.
- (d) No vacation of longer than two (2) weeks shall be taken between June 15 and September 15, unless there is vacation time remaining in that period and operational requirements can be met and staff is available.
- (e) Employees shall submit the vacations requested by March 31st of each year.

- (f) The vacations schedule shall be posted by May 31st of each year.
- (g) Vacations will be distributed as equitably as possible among Employees. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of seniority.

14.04 Recall from Vacation

No Employee shall be recalled to work during scheduled vacation unless they are paid overtime for the recalled hours worked in accordance with Article 12.01.

14.05 Hospitalization during Vacations

In the case of an Employee being admitted to hospital while on vacation, the Employee may change the status of the leave to sick leave with effect from the date the Employee was admitted to hospital. The period of vacation so displaced in this article shall be reinstated for use at a later date to be mutually agreed.

14.06 Vacation Carry Over

Accumulated vacation pay credits provided in Article 14.01 in excess of one year's vacation entitlement shall not be carried over from one fiscal year to another unless permitted by the Employer due to extenuating circumstances, i.e. such as serious illness, approved leave of absence.

ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE

15.01 Pregnancy Leave

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (b) A Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later

than the date of delivery.

- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

15.02 Pregnancy Leave Notice

- (a) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date the Employee intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
 - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases the Employee will provide as much advance notice of the revised start date of the leave as is possible; or,
 - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
 - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 15.02(a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.

15.03 No Termination

The Employer shall not terminate the employment of a Employee because of the Employee's pregnancy.

15.04 Pregnancy Leave - Employer Requirement

The Employer may require a Employee to commence a leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the Employee's ability to work.

15.05 Pregnancy Sick Leave

Leave for illness of a Employee arising out of or associated with a Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 15.01, may be granted sick leave in accordance with the provisions of Article 16.01.

15.06 Parental Leave and Child Birth

- (a) The parental leave of a Employee who has taken pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave,
 - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee's returning to work; and
 - (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee's giving four (4) weeks' notice of the date upon which the leave will end.
- (b) The parental leave for a Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 15.06(a),
 - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
 - (ii) shall end not later than thirty-five (35) weeks after the parental leave began and in any case, no later than seventy eight (78) weeks after the child or children first arrive in the Employee's home.

15.07 Parental Leave and Adoption

A Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to thirty five (35) weeks. This leave:

- (a) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
- (b) shall end not later than seventy eight (78) weeks after the leave began.

15.08 Pregnancy/Parental Leave Deferral

If a Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

15.09 Return to Work

When a Employee reports for work upon the expiration of pregnancy and/or parental leaves, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated in a comparable position within the site with not less than the same wages and benefits, with no loss of benefits accrued to the commencement of the leave.

15.10 Service and Seniority Continuation

While on pregnancy or parental leave, a Employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.

15.11 Group Benefit Plan Continuation

While a Employee is on pregnancy or parental leave, the Employer shall permit the Employee to continue participation in eligible benefit plans. The Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining such coverage for which the Employee is eligible during the period of leave.

15.12 Day of Birth or Adoption

Where a Employee's spouse gives birth to a child or when an adopted child arrives in the Employee's home, the Employee shall be granted special leave without loss of regular pay up to a maximum of twelve (12) scheduled hours during the confinement of the mother or the date of the child's arrival.

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined

- (a) 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 Workman's Compensation Act.
- (b) An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.
- (c) Paid sick leave is an indemnity benefit to help employees through periods of absenteeism due to illness or injuries. Regular attendance on the job is the responsibility of the Employee and this responsibility is considered an integral part of an employee's job responsibilities.

16.02 Annual Paid Sick Leave

The Employer agrees that each Employee is entitled to accrue one (1) hour sick leave credit for each twenty-one point seven five (21.75) Regular Hours Paid.

16.03 Maximum Accumulation of Sick Leave

The maximum accumulation shall be one hundred and ninety two (192) hours of sick leave credits.

16.04 Proof of Illness

In accordance with Employer Policy, employees may be required to submit medical certificates or physician statements for absences due to sickness or injury. Policies standards regarding medical certificates requirements shall be guided by the principles set out in the Medical Certificates for Employee Absence Act.

16.05 Sick Leave Records

The Employer shall routinely provide each Employee with a statement of the Employee's sick leave credit at any time upon request.

16.06 Personal Preventative Days

Provided the Employee has sufficient accrued sick credits, Employees shall be allowed to use thirty-six (36) hours per annum of sick leave credits in order to engage in personal preventative medical care or tend to a child or other person for whom the Employee is responsible.

16.07 Report of Injury on Duty

An Employee who is injured in the performance of job duties will immediately report or have the injury reported to the Administrator or delegate.

16.08 Regular Attendance at Work

The Union agrees to cooperate with the Employer to secure punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Immediate Family Defined

For the purpose of ascertaining bereavement leave with pay, the members of a Employee's immediate family shall include father, mother, sister, brother, husband, wife, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in law, grandparent, grandchild, stepchild or ward of the Employee or a relative or friend permanently residing in the Employee's household or with whom the Employee permanently resides.

17.02 Day of Death in Immediate Family

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

17.03 Immediate Family

In addition to any entitlement set out in Article 17.02, if a death occurs in the immediate family of a Employee, the Employee shall be granted five (5) consecutive days bereavement leave without loss of regular pay commencing on the calendar day following the day of the death of the family member. The Employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.

17.04 Bereavement Leave during Leave of Absence

An Employee who would be on a leave of absence, other than bereavement leave, shall not be eligible for bereavement leave with pay.

17.05 Bereavement Leave during Sick Leave

An Employee on sick leave with pay shall not be eligible for bereavement leave with pay.

17.06 Bereavement Leave during Vacation

An Employee who qualifies for bereavement leave while on approved vacation leave shall have such vacation leave rescheduled by mutual agreement and shall receive bereavement leave for the period for which they qualify under the Collective Agreement.

17.07 Funeral of a Relative

Two (2) days of bereavement leave without loss of regular pay to include the calendar date of the funeral shall be granted in the event of a death of a brother-in-law, sister-in-law, aunt or uncle of an Employee.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Application for Leaves of Absences

Employees shall apply in writing for all leaves of absence and the Employer shall respond in writing to the Employee with a copy to the Union.

18.02 Leave of Absence for Union Business

- (a) Upon the request of the Union and subject to reasonable advance written notice being given, the Employer may grant leaves of absence without pay to attend to legitimate local union business, subject however to the requirements of the Employer.
- (b) If requested in writing, the Employer will continue to pay the Employee's wages and benefits and bill the costs of this to the Union for reimbursement.

18.03 Personal Leave of Absence Without Pay

The employer may grant a leave of absence without pay and without loss of seniority to a maximum of one year (1) to any Employee requesting such a leave for good and sufficient cause.

18.04 Leave of Absence for Education

- (a) The Employer may grant an Educational Leave without pay to a maximum of one (1) year to employees who have been employed for a minimum of (1) one year.
- (b) During such leave, the Employee shall retain their seniority and shall retain their service accrued prior to the leave but shall not accrue further service or be entitled to the other benefits of this agreement during the period of the leave.
- (c) Upon return from an Education Leave of absence, the Employee shall return to their former or equivalent position.

18.05 Court Leave of Absence

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

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

18.06 Deductions of Court Fees

Any Employee given leave of absence without loss of pay to serve pursuant to Article 18.05 shall have deducted from the Employee's salary an amount equal to the amount the fees Employee receives for such duty except travel pay and meal allowance.

ARTICLE 19 - SENIORITY

19.01 Seniority Defined

- (a) Seniority for regular employees shall be the date of hire into a bargaining unit position with the Employer. Seniority shall operate on a bargaining unit basis. Upon completion of the probationary period a regular employee's seniority date shall be established retroactive to the date of hire into the bargaining unit.
- (b) For the purpose of 19.01 (a) date of hire into a bargaining unit position shall mean date of hire with the Employer prior to the Union certification date.

19.02 Seniority Roster

A seniority roster of all employees covered by this Agreement showing name, classification and date of last entry into the service of the Employer shall be revised and posted before January 10 of each year and shall remain posted, and a copy sent to the Local Union. A protest period until February 10 shall be allowed following such posting. Upon presentation or proof of error by an Employee, or the Union, or the Employer, the seniority roster shall be corrected. Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

19.03 Loss Of Seniority

An Employee shall lose both seniority and employment in the event that:

- a) The Employee voluntarily leaves the service of the Employer; or
- b) The Employee is discharged for just cause; or
- c) The Employee is laid off for a period of eighteen (18) months if the affected Employee notifies the Employer of his desire to return every six (6) months; or
- d) having been laid off, the Employee fails to return to work within fourteen (14) days of being recalled.

19.04 Transfer of Position outside of the Bargaining Unit

- (a) No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an Employee is transferred to a position outside of the bargaining unit, the Employee shall retain seniority for a period up to 12 months from the date of the transfer.

- (b) When an Employee is temporarily transferred to a position outside of the bargaining unit, the Employee shall continue to earn benefits of the Agreement and pay Union dues.

ARTICLE 20 - PROMOTIONS AND STAFF CHANGES

20.01 Posting Vacancies

- (a) A notice shall be posted where the Employer determines that:
 - i) A regular vacancy exists; or
 - ii) A new position is created; or
 - iii) A temporary vacancy exists as a result of a leave of absence of two (2) months or more;
- (b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.

20.02 Notice of Posting

The notice of posting shall indicate the classification and status of the position and the qualifications required.

20.03 Outside Applications

This posting shall not prohibit Administration's right to advertise for persons outside the bargaining unit provided that first consideration shall be given to Employees within the bargaining unit who apply for such vacancies.

20.04 Vacancies and Promotions

- (a) In the selection of applicants for vacant positions, primary consideration shall be given to skills, ability and qualifications to perform the required duties. If skills, ability and qualifications are reasonably equal, seniority shall prevail. Every effort will be made to fill vacancies or new positions with the existing staff.
- (b) The Employer shall have a right to fill a vacant position on an interim basis until the position is filled in accordance with Article 20.01.

20.05 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) working days. The placement shall be conditional on satisfactory service. In the event the successful applicant provides unsatisfactory or unwilling during this period, or if the new Employee is unable to perform the duties of the new job, the Employee shall be returned to the former position and wage rate without loss of seniority. Any other Employee promoted or transferred because of this arrangement shall also be returned to their former position.

20.06 Appointment to a Vacant Position

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the designated bulletin boards and provided to the Union.

20.07 Staff Development

The Employer agrees to the principle of staff development and any pertinent information received by the Employer regarding workshops, seminars, etc., will be screened by the Employer and posted on the bulletin board.

20.08 Reverting to Former Position

Regular employees who are accepted for temporary vacancies shall revert to their former position and status upon completion of the temporary work.

20.09 Diversity

- (a) The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and are committed to establishing a workplace that is inclusive and diverse.
- (b) Vacancies and positions referred to in Article 20 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 designated under-represented group will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be re-posted in accordance with Article 20.

20.10 Required Education

The Employer shall provide for any training / education required by licensing or statutory requirements as follows:

- (a) Time spent in such training or educational sessions shall be paid on a straight time hourly rate.
- (b) Registration / course fees and related materials shall be provided by the Employer.
- (c) Any other related costs for travel, lodging and meals will be in accordance with the Employer policy.
- (d) This section shall not apply where the training / education is a requirement for the Employee to maintain, renew or upgrade their competencies to comply with their professional certification or license.

ARTICLE 21 - NEW CLASSIFICATIONS

21.01 New Classification

- (a) Should a new classification be created within the bargaining unit as set out in Appendix 'A', during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein prevents the Employer from filling such position and once the rate is determined the retroactivity shall be paid to the Employee from the initial date of the appointment.
- (b) The employer shall provide job descriptions for all positions and classifications, for which the union is bargaining agent.

ARTICLE 22 - SAFETY, HEALTH AND WELFARE

22.01 Promotion of Health & Safety and Prevention of Accidents

The Employer shall make reasonable provisions for the safety and health of Employees during their hours of employment. The Employer and the Union shall co-operate fully towards the prevention of accidents and the reasonable promotion of safety and health. The Employer shall follow and work closely with the new Occupational Health and Safety Act and will schedule regular Health and Safety meetings. Those Employees

from the bargaining unit who attend these meetings shall not suffer any loss of pay or shall be paid in accordance with the Act.

22.02 Representation on the Committee

Representation on this committee shall consist of at least two Union Members and two representatives of the Employer.

22.03 Frequency of Meetings

The Occupational Health & Safety Committee shall meet as determined by the committee's rules of procedures or as per statutory requirements.

22.04 Topics for Discussion

Topics for discussion shall be agreed upon by the Committee.

22.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by joint chair persons as promptly as possible after the close of the meeting.

22.06 No Loss of Regular Pay

Committee members shall not lose regular pay while attending Union Management Consultation Committee Meetings.

22.07 Worker's Compensation

- (a) Where an Employee excluding a casual worker is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the Employee excluding a casual worker equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an Employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an Employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the Employee shall be paid only the Workers' Compensation benefits.

- (b) The Employer 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 to participate in the Pension, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) 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.
- (c) Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) Employee shall not accrue any other benefits while on Workers' Compensation.

22.08 Workplace Violence

The Union and the Employer agree not to condone behaviour in the workplace that threatens the personal safety and dignity of clients or employees.

22.09 Domestic Violence

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

ARTICLE 23 - PAYMENT OF WAGES

23.01 Pay Days

Pay day shall be every second Thursday and shall cover a two week period ending on the preceding Saturday. If special circumstances warrant, a cheque may be issued earlier. Pay cheques will be issued by direct deposit at the bank of the employee's choice. Pay vouchers will be issued on the Wednesday preceding pay day.

23.02 Shift Premium

All employees shall receive a shift premium of \$4.00 for all hours worked between 1800 hours and 0600 hours.

23.03 Weekend Premium

All employees shall receive a weekend premium of \$4.00 for all hours worked between midnight Friday and midnight Sunday.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

24.01 Assignment to a Lower Classification

Where an Employee is temporarily assigned to perform work in a classification paying a lower rate than their own, while there is work available in their own classification, the Employee shall be paid their regular rate.

24.02 Assignment to a Higher Classification

When an Employee is temporarily assigned to perform work in a classification inside the bargaining unit paying a higher rate, the Employee shall receive the rate for the higher classification.

ARTICLE 25 - CLOTHING

25.01 Damaged Personal Effects

If eye glasses, contact lenses, dentures, or other personal effects are damaged by a resident in the performance of an Employee's duties, the incident will be reviewed by the Administrator, and if it is determined the incident occurred during the course of the Employee's duties, the Employer will repair or replace the damaged article, based upon the cost of repair or replacement.

ARTICLE 26 - GROUP BENEFITS

26.01 Pension Plan

The Employer agrees to enroll eligible employees into the NSHEPP Defined Benefit Pension Plan. Upon enrollment in the Pension Plan, the terms of the Plan respecting eligibility and levels of contribution shall apply.

26.02 Group Benefits Plans

- (a) The Employer shall offer a Group Medical Plan and contribute 65% and the Employee shall contribute 35% of the premiums for the Group Medical Plans.
- (b) The Employer shall offer a Group Life Insurance Plan, an Accidental Death and Dismemberment Plan and a Dental Plan. Participation in the Dental Plan and Group Life Insurance Plan is mandatory for all employees, except where satisfactory proof of coverage under a spouse plan is provided. The Employer shall contribute 50% and the Employee shall contribute 50% of the premiums of the Group Life Insurance Plan, the Accidental Death and Dismemberment Plan and the Dental Plan.
- (c) In addition to the Group Life Insurance referred to in 26.02 (b) above, and subject to the availability under existing plans, Employees will be allowed to purchase at their cost, standard Term Life Insurance on an optional basis.
- (d) While an Employee is on extended leave over thirty (30) days, if eligible, the Employer shall permit the Employee to continue participation in the Group Benefit Plans. In such case, the Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining coverage for which the Employee is eligible during the period of leave. Any arrears will result in the immediate cancellation of the employee's participation in the Group Benefit Plan.

26.03 Meal Allowance

The Employer will continue to provide low cost meals to Employees on duty. The costs of these meals will not exceed five (\$5.00) dollars per meal.

ARTICLE 27 - JOB SECURITY

27.01 Restrictions on Contracting Out

Except for service agreements with the District Health Authorities 4, 5, & 6, no Bargaining Unit member shall be terminated, laid off from employment or have their hours reduced as a direct result of the Employer contracting out, except in emergency situations.

ARTICLE 28 - PERSONNEL RECORDS

28.01 Performance Appraisal Program

Where the Administration maintains a performance appraisal program, such appraisals shall be discussed with the Employee. The Employee shall have an opportunity to sign and comment on the evaluation.

28.02 Review of Personnel File

Upon request and twenty-four (24) hours (Monday to Friday) notice, a Employee shall be permitted to view the Employee's personnel file.

28.03 Introduction of Employee

No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee has not been notified of at the time of filing.

28.04 Copies of Personnel Record

A Employee shall have the right to copies of any material contained in the Employee's personnel record.

28.05 Purging Employee Files

A Employee who has been subject to disciplinary action, after sixty (60) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the sixty (60) months period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

ARTICLE 29 - RETROACTIVE PAY

29.01 Retroactivity of Pay

Retroactivity of pay shall only apply to employees for the salary adjustments on the dates set out in Appendix "A", annexed hereto. 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 date of signing of this agreement.

29.02 No Retroactivity of Other Provisions

All other provisions of this Collective Agreement shall only become effective on the date of signing of this Collective Agreement.

ARTICLE 30 - UNION MANAGEMENT COMMITTEE

30.01 Union Management Committee

The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of two (2) representatives of the Local Union and two (2) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

30.02 Frequency of Meetings

The committee shall meet no less than three (3) times per year. Either party may request additional meetings on two (2) weeks notice in which case the Parties shall schedule a meeting at a mutually agreeable time.

30.03 Jurisdiction of Committee

- (a) Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.
- (b) The Union Management Consultation Committee shall meet to discuss matters of concern between the Parties which may include the following:

Staffing	Orientation	Workload
Scheduling	Transfers	Reassignment
Scheduling difficulties created by short and long-term absences		
Layoffs		

- (c) Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process

- (d) Minutes are to be drafted by the person appointed to act as secretary to the committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting. The committee shall be responsible for:
 - i) defining problems; and
 - ii) developing viable solutions to such problems; and
 - iii) recommending the proposed solutions to the appropriate Employer authority.

30.04 No Loss of Pay

No Employee shall suffer a loss of regular pay and benefits while attending the Union Management Consultation Committee meeting(s).

ARTICLE 31 - DURATION AND TERMINATION OF AGREEMENT

31.01 Agreement Shall be Binding

This Agreement shall be in effect for the period commencing **November 1, 2023** and ending **October 31, 2029** and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

31.02 Changes by Mutual Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement providing they are reduced to writing and signed by the Parties.

31.03 Notices in Accordance with the Agreement

Notices to be effective must be in writing and served in the following manner:

- (a) If given by the Employer, it must be served either by personal or registered mail upon to the Union Representative identified to the Employer in writing.
- (b) If given by the Union, it must be served either by personal service or registered mail upon the Employer.
- (c) Emails or faxed notice(s) may be used in place of registered mail.

Signed this _____ day of _____, 2026.

FOR THE UNION:

FOR THE EMPLOYER:

Appendix "A"
(Hourly Rate Annual divided by 2080)

File Name: HC Springhill AMENDED Appendix A - 2029

Dietary Worker / Environmental Services

		Expired	01-Nov-23	01-Nov-23	01-Apr-24	01-Nov-24	01-Nov-25	01-Nov-26	01-Nov-27	01-Nov-27	01-Nov-27	01-Nov-28
			3.0%	2.5%	\$20.00 Adj.	2.0%	2.0%	2.0%	\$2.00 Adj.	1.5%	Adj. to +\$5	1.5%
PROBATIONARY	<i>Annual</i>	38,430	39,583	40,572	40,941	41,760	42,595	43,447	47,541	48,254	48,672	49,402
	<i>Hourly</i>	\$18.48	\$19.03	\$19.51	\$19.68	\$20.08	\$20.48	\$20.89	\$22.86	\$23.20	\$23.40	\$23.75
REGULAR	<i>Annual</i>	39,049	40,220	41,226	41,600	42,432	43,281	44,146	48,306	49,031	49,449	50,190
	<i>Hourly</i>	\$18.77	\$19.34	\$19.82	\$20.00	\$20.40	\$20.81	\$21.22	\$23.22	\$23.57	\$23.77	\$24.13

Cook

		Expired	1-Nov-23	1-Nov-23	1-Nov-24	1-Nov-25	1-Nov-26	1-Nov-27	01-Nov-27	1-Nov-28
			3.0%	2.5%	2.0%	2.0%	2.0%	1.5%	Adj. to +\$5	1.5%
PROBATIONARY	<i>Annual</i>	45,958	47,336	48,520	49,490	50,480	51,490	52,262	56,251	57,094
	<i>Hourly</i>	\$22.10	\$22.76	\$23.33	\$23.79	\$24.27	\$24.75	\$25.13	\$27.04	\$27.45
REGULAR	<i>Annual</i>	46,738	48,140	49,344	50,331	51,337	52,364	53,150	57,138	57,995
	<i>Hourly</i>	\$22.47	\$23.14	\$23.72	\$24.20	\$24.68	\$25.18	\$25.55	\$27.47	\$27.88

Journeyman Cook

		Expired	1-Nov-23	1-Nov-23	1-Nov-24	1-Nov-25	1-Nov-26	1-Nov-27	01-Nov-27	1-Nov-28
			3.0%	2.5%	2.0%	2.0%	2.0%	1.5%	Adj. to +\$5	1.5%
PROBATIONARY	<i>Annual</i>	50,223	51,730	53,023	54,084	55,165	56,269	57,113	60,506	61,414
	<i>Hourly</i>	\$24.15	\$24.87	\$25.49	\$26.00	\$26.52	\$27.05	\$27.46	\$29.09	\$29.53
REGULAR	<i>Annual</i>	51,077	52,610	53,925	55,003	56,103	57,225	58,084	61,477	62,399
	<i>Hourly</i>	\$24.56	\$25.29	\$25.93	\$26.44	\$26.97	\$27.51	\$27.92	\$29.56	\$30.00

PCW without certificate

		Expired	1-Nov-23	31-Oct-24	1-Nov-24	1-Nov-25	1-Nov-26	1-Nov-27	1-Nov-27	1-Nov-28
			3.0%	2.5%	2.0%	2.0%	2.0%	1.5%	Adj. to +\$5	1.5%
	<i>Annual</i>	38,202	39,348	40,331	41,138					
	<i>Hourly</i>	\$18.37	\$18.92	\$19.39	\$19.78					
	<i>Annual</i>	38,972	40,141	41,144	41,967					
	<i>Hourly</i>	\$18.74	\$19.30	\$19.78	\$20.18					
	<i>Annual</i>	39,741	40,933	41,956	42,795					
	<i>Hourly</i>	\$19.11	\$19.68	\$20.17	\$20.57					
START	<i>Annual</i>	40,495	41,710	42,753	43,608	44,480	45,370	46,050	49,619	50,363
	<i>Hourly</i>	\$19.47	\$20.05	\$20.55	\$20.97	\$21.38	\$21.81	\$22.14	\$23.86	\$24.21
YEAR 1	<i>Annual</i>	41,251	42,488	43,550	44,421	45,310	46,216	46,909	50,478	51,235
	<i>Hourly</i>	\$19.83	\$20.43	\$20.94	\$21.36	\$21.78	\$22.22	\$22.55	\$24.27	\$24.63
YEAR 2	<i>Annual</i>					46,443	47,371	48,082	51,651	52,425
	<i>Hourly</i>					\$22.33	\$22.77	\$23.12	\$24.83	\$25.20

Appendix "A"

File Name: HC Springhill AMENDED Appendix A - 2029

(Hourly Rate Annual divided by 2080)

CCA / PCW with certificate

		Expired	1-Nov-23	31-Oct-24	1-Nov-24	1-Nov-25	1-Nov-26	1-Nov-27	1-Nov-27	1-Nov-28
			3.0%	2.5%	2.0%	2.0%	2.0%	1.5%	Adj. to +\$5	1.5%
START	Annual	46,230	47,617	48,807	49,783	50,779	51,794	52,571	54,671	55,491
	Hourly	\$22.23	\$22.89	\$23.46	\$23.93	\$24.41	\$24.90	\$25.27	\$26.28	\$26.68
YEAR 1	Annual	47,174	48,589	49,804	50,800	51,816	52,852	53,645	55,745	56,581
	Hourly	\$22.68	\$23.36	\$23.94	\$24.42	\$24.91	\$25.41	\$25.79	\$26.80	\$27.20
YEAR 2	Annual	48,137	49,581	50,820	51,837	52,873	53,931	54,740	56,839	57,692
	Hourly	\$23.14	\$23.84	\$24.43	\$24.92	\$25.42	\$25.93	\$26.32	\$27.33	\$27.74
YEAR 3	Annual	49,119	50,592	51,857	52,894	53,952	55,031	55,857	57,957	58,826
	Hourly	\$23.61	\$24.32	\$24.93	\$25.43	\$25.94	\$26.46	\$26.85	\$27.86	\$28.28
YEAR 4	Annual	50,121	51,625	52,915	53,973	55,053	56,154	56,996	59,096	59,982
	Hourly	\$24.10	\$24.82	\$25.44	\$25.95	\$26.47	\$27.00	\$27.40	\$28.41	\$28.84
YEAR 5	Annual					56,429	57,558	58,421	60,521	61,429
	31-Oct-25 Hourly					\$27.13	\$27.67	\$28.09	\$29.10	\$29.53

LTCA (Long Term Care Assistants)

		1-Nov-26	1-Nov-27	1-Nov-27	1-Nov-27	1-Nov-28
		Ratification	2.0%	\$2.00 Adj.	1.5% Adj. to +\$5	1.5%
PROBATIONARY	Annual	42,595	43,447	47,541	48,254	48,672
	Hourly	\$20.48	\$20.89	\$22.86	\$23.20	\$22.09
REGULAR	Annual	43,281	44,146	48,306	49,031	49,449
	Hourly	\$20.81	\$21.22	\$23.22	\$23.57	\$22.09

MEMORANDUM OF AGREEMENT
Additional Terms of Settlement

The Parties agree to the following Additional Terms of Settlement:

Item 1: Recognition for Placement on Increment Scale

Employees will be given recognition for previous experience for the purpose of placement on the wage scale, if their wage scale has a wage grid, excluding the probationary rate if a probationary rate exists. Placement is subject to submitting evidence satisfactory to the Employer of the Employee's previous experience in the classification for the purpose of placement on Appendix A.

Employees employed as of date of ratification will have 30 days to submit evidence of experience for placement on the Appendix A. Thereafter, newly hired Employee's must submit the evidence within 30 days of commencement of employment, failure to submit the evidence within the timelines will result in previous experience not being considered for the purposes of placement. An Employee will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

Item 2: Automatic Wage Adjustment MOA ("Me too")

In the event that the same unionized classification employed within the Nova Scotia Health Authority receive a greater general % for economic increase negotiated into a collective agreement(s) Health Authority during the period between November 1, 2025 – October 31, 2029, CUPE Local 4184 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternative general % economic increase.

Item 3: Classification Adjustments

In the event that the same unionized classification employed within the Nova Scotia Health Authority receive a classification adjustment increase negotiated into a collective agreement (s) with the Health Authority during the period between November 1, 2025 – October 31, 2029, CUPE Local 4184 shall have thirty (30) days from the date of ratification of the other agreement to accept the classification adjustment.

Signed this _____ day of _____, 2026.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF AGREEMENT
Diversity, Equity and Inclusion in the Workplace Committee

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

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

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

Signed this _____ day of _____, 2026.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF AGREEMENT
Domestic Violence Leave

Where an Employee has been employed by the Employer for a period of at least three (3) consecutive months, and the Employee or a dependent child (under the age of 18) of the Employee experiences domestic violence, the Employee is entitled to a leave of absence, in accordance with the Labour Standards Code.

For clarity:

- i. Such Employee is entitled to ten (10) days leave to attend to matters directly related to the domestic violence. Five (5) of those days are paid leave and five (5) are unpaid leave. The 10 days may be taken continuously or intermittently.
- ii. Such Employee is entitled to a continuous unpaid leave of sixteen (16) weeks to attend to matters directly related to the domestic violence, and shall be returned to their regular position at the end of the leave. The Employee will provide as much notice as reasonably possible of their leave.
- iii. The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.
- iv. The Employer may require documentation to justify the purpose of the leave.

Nothing in this clarification note is intended to either expand or limit the rights of employees or the Employer under the leave for victims of domestic violence provisions of the Labour Standards Code.

Signed this _____ day of _____, 2026.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF AGREEMENT
Continuing Care Assistant Student Mentorship

The Parties recognize and acknowledge the role of a Continuing Care Assistant in acting as a Mentor to support education and development of students in the RCA/CCA program:

- a) "Student Mentor" shall mean a Continuing Care Assistant who is assigned to supervise, educate, and evaluate Students in a recognized RCA/CCA program in a formal relationship for a pre-determined length of time. A Continuing Care Assistant acting as a Student Mentor has an assigned responsibility and accountability for the activities and overall learning of the Student.
- b) Continuing Care Assistant Student Mentors will be informed in writing of their responsibilities in relation to these Students and will be provided with appropriate training as determined by the Employer.
- c) Any relevant information that is provided to the Employer by the educational institution with respect to skill level of Student will be made available to the Continuing Care Assistants mentoring the Student.
- d) A Continuing Care Assistant who is interested in acting as a Student Mentor will identify their interest to the Employer and may be approved by the Employer. However, depending on need, a Continuing Care Assistant who is not currently a Student Mentor may be assigned Mentorship duties when required.
- e) A Continuing Care Assistant accepted by the Employer as a Student Mentor may be removed by the Employer if the Continuing Care Assistant is not capable of performing mentorship duties. The Employer may permit a Continuing Care Assistant to opt out of a mentorship assignment if it is determined that the relationship is not beneficial to both parties.
- f) The Employer will endeavor to provide Student Mentorship training to interested Continuing Care Assistants who will be acting as Student Mentors. Training will be scheduled subject to operational requirements and without loss of pay to the Continuing Care Assistant. Those Continuing Care Assistants accepted to act as a Student Mentor shall be given first consideration for such training if needed.
- g) A Continuing Care Assistant designated as a Student Mentor will be paid a premium of \$1.50 for each hour worked with a Student as a Student Mentor.

Signed this _____ day of _____, 2026.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF AGREEMENT

Layoff and Recall

DEFINITION OF LAYOFF

A layoff shall be defined as a reduction of the workforce or a reduction in the regular hours of work for a Full-Time or Regular Part-Time Employee.

ADVANCED NOTICE OF LAYOFF

- a) Unless legislation is more favourable for the Employee, employees shall be given two (2) weeks written notice of lay off. Where such notice is not given, the Employee shall receive pay in lieu of notice equivalent to the regular pay they would have otherwise earned during the notice period.
- b) A copy of the lay off notice shall be sent to the Union.

LAYOFF PROCEDURE

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of seniority within the classification. An Employee affected by a lay-off in the Employee's classification, may bump any Employee with less seniority in the bargaining unit of the same or lower FTE, provided the Employee exercising this option is qualified of performing the work of the less senior Employee, within the notice period.

TRAINING

On-the-Job Training Prior to a non-voluntary lay off occurring, the Employer shall assess each remaining existing Regular vacancy in the Bargaining Unit where it had been previously determined by the Employer that the displaced Employee could not meet the threshold requirements of the vacancy. Where the Employer determines that the displaced Employee could meet the threshold requirements of an existing Regular vacancy if provided with on-the-job training of up to eighty (80) hours (worked) in addition to the usual orientation period, the displaced Employee shall be offered the existing Regular vacancy with a requirement to complete the training.

RECALL

Rights of Recall

During the recall period, laid off Employees shall have a right to be recalled to permanent positions for which the laid off Employee is qualified, and which have the same or less regular hours as they had at the time of layoff.

Maximum Recall Period

The maximum recall period shall be 24 months from the date of the layoff.

Order of Recall

Laid off Employees shall be recalled in order of seniority.

Current Address

Laid off Employees are responsible for leaving their current address and telephone number with the Employer.

Recall Notification

A laid off Employee shall be notified of the opportunity for recall in the most expeditious manner possible. Upon notice of recall, the laid off Employee must indicate to the Employer within forty-eight (48) hours of the recall notice being issued, the laid off Employee's intention to accept or decline the recall. If the laid off Employee accepts the recall, the laid off Employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the laid off Employee rejects the opportunity for recall into a position, which has at least the same number of hours as their pre-laid off position, the laid off Employee's recall period shall end.

Recall to Less Hours

An Employee who accepts recall into a position outside of their original classification or which has less hours than their pre-laid off position, shall continue to have a recall right into their pre-laid off classification and hours for the duration of the 24-month recall period.

Casual Work after Recall

At the end of the recall period, a laid off Employee may apply in writing to continue to work as a Casual Employee.

Working During Recall Period

All laid off Employees shall indicate to the Employer whether or not the Employee is interested in the assignment of casual shifts during the period of recall. If a laid off Employee is interested in the assignment of casual shifts during the period of recall, the Employee may be added as casual during the recall period and this will not effect the Employee's right to recall.

Grievance on Layoffs and Recall

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

Signed this _____ day of _____, 2026.

FOR THE UNION:

FOR THE EMPLOYER:

THIS MEMORANDUM OF AGREEMENT (hereinafter called the "Probationary Rate -

BETWEEN: **HIGH CREST HOME FOR SPECIAL CARE**
 (hereinafter referred to as "**the Employer**")

WHEREAS the Union and the Employer agree to introduce a Probationary Rate for specific classifications;

AND WHEREAS the Parties agree to a transition when the Probationary Rate comes into effect;

1. Where the existing classification contains one rate of pay, the existing rate shall become the "Probationary Rate" for that classification on October 31, 2011.
2. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
3. Effective, October 31, 2011, Employees who have completed the probationary period shall be paid a rate that is 1.7% higher than the Probationary Rate.
4. Where the existing classification contains more than one step, the existing entry rate shall become the Probationary Rate for that classification.
5. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
6. Effective, October 31, 2011, the steps of the wage scales in Appendix "A" shall be increased by 1.7%.
7. Employees who have completed the probationary period shall be placed on the same step of the wage scale.

8. This Probationary Rate Memorandum of Agreement applies to all classifications with the exception of the following:
- a) Any classification paid as Licensed Practical Nurses (LPNs)
 - b) Any classification paid as Continuing Care Assistants (CCAs)
 - c) Any classification paid as Personal Care Workers (PCWs)
 - d) Any classifications red-circled during the matching exercise that was completed during the last collective agreement.

Section 2: Effective Term of the Memorandum of Agreement

This Memorandum of Agreement shall become in effect on date of signing and shall remain in effect for the effective term of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Agreement on the ____ day of July, **2026**.

FOR THE EMPLOYER

FOR THE UNION
