COLLECTIVE AGREEMENT

Between:

SHANNEX INCORPORATED

carrying on business as

Opal Ridge Hall, Dartmouth, Nova Scotia

Employer

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5594

Union

Term: October 9, 2025 – October 31, 2029

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ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to:

(a) Outline the terms and conditions of employment;

(b) Promote and maintain harmonious relationships between the Employer and all Employees;

(c) Provide an amicable method of preventing and settling differences which may arise from time to time; and

(d) Provide for the carrying on of the Employer's business which will further, to the fullest extent possible, efficiency and economy of operation while promoting the safety and welfare of Employees.

ARTICLE 2 - DEFINITIONS AND GENERAL

2.01 The following definitions shall apply to the terms of this Agreement:

(a) "Casual Employee" means a person who works "on-call" or on an "as-needed basis" but is not regularly scheduled;

(b) "Employee" means a Full-Time Employee or a Regular Part-Time or Casual Employee at Opal Ridge Hall;

(c) "Employer" or "Opal Ridge Hall" means Shannex Incorporated carrying on business as Opal Ridge Hall, Dartmouth, Nova Scotia;

(d) A "Full- Time Employee" is one who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a biweekly pay period

(e) "Hours Worked" includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence, but excludes overtime hours and any time on Workers' Compensation;

(f) "Regular Part-Time Employee" means an Employee who is employed on a regular basis, but who is regularly scheduled to work less than the regularly scheduled hours of a Full-Time Employee;

(g) "Probationary Period" means the first six hundred forty (640) hours of work as an Employee holding a Full-Time Regular Part-Time or Casual position at Opal Ridge Hall, but excluding orientation hours;

(h) "Spouse" means a person to whom an Employee is married, or with whom the Employee is living in a conjugal relationship of at least six (6) months in duration. Notwithstanding the above, for the purpose of supplemental benefits or pension the definition of spouse will be as required in the plan text.

(i) "Temporary Position" is a Full-Time or Regular Part-Time position for a designated period in excess of ten (10) weeks. A Temporary Position may be terminated at any time. Full-Time and Regular Part-Time Employees who accept a Temporary Position will maintain their entitlement for Group Health Benefits and Pension entitlement, but scheduling, sick leave accrual, statutory holidays and vacation benefits will be based on the Temporary Position;

(j) "Working Day" means Monday to Sunday (inclusive), business days refer to Monday through Friday inclusive but excluding the general holidays referred to in Article 19.

(k) "Union" means the Canadian Union of Public Employees, Local 5594.

2.02 Throughout this document, wherever "she" or "he" is used it shall be interpreted to be gender neutral as the context permits, the plural includes the singular, and vice-versa, as the context require.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes CUPE as the sole and exclusive bargaining agent for all Full-time, Part-Time, and Casual employees at Opal Ridge Hall, save and except Registered Nurses and Licensed Practical Nurses, Clinicians, Administration, Managers, persons above the rank of Manager, and persons excluded by Section 2(2)(a) of the *Trade Union Act*."

ARTICLE 4 – DUES, DEDUCTIONS AND UNION SECURITY

4.01 The Employer shall deduct from the earnings of each Employee from the first hour of employment any dues, or assessments levied by the Union on its members.

4.02 The Union must advise the Employer in writing of the amount of regular monthly dues.

4.03 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Pubic Employees, 1375 St. Laurent, Ottawa, Ontario, K1G 0Z7, not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses, and classifications of employees from whose wages the deductions have been made.

4.04 The Union will save the Employer harmless from any claims that may arise from any deductions from wages in respect of deductions or monthly assessments or any action taken at the request of the Union.

4.05 At the same time the Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of Union dues paid by each Union member in the previous year.

4.06 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.

4.07 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment as set out in Article 4.The Union Secretary or President shall be notified of all new hires and the day on which they shall commence their orientation at the site.

4.08 A representative of the Union shall be given an opportunity to speak to new Employees without the Employer present during the orientation of new staff to the facility for the purposes of acquainting them with the benefits and duties of Union membership, including an orientation to the Collective Agreement and the grievance process. The time for this presentation will be a maximum of one-half (½) hour and there shall be no loss of regular pay.

4.09 The Employer shall advise the Secretary or President of the Union of all resignations, retirements, discharges, or deaths of its Employees within 30 days of the occurrence.

4.10 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 5 – CORRESPONDENCE AND UNION REPRESENTATION

5.01 All correspondence between the parties, arising out of this Collective Agreement shall pass to and from the Site Manager or designate and the President or designate of the Union. A copy of any correspondence between the Employer and any Employee in the bargaining unit pertaining to discipline shall be forwarded to the President or designate of the Union.

5.02 The Union may have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with matters related to the collective agreement with the Employer. Such Representative(s) shall, with permission, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Permission will not be unduly withheld. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the employer, without the consent of the Employer.

5.03 The Employer shall provide Bulletin Boards at all work sites upon which the Union shall have the right to post notices of meetings and such other notices in relation to Union business including social and recreational affairs.

ARTICLE 6 – LABOUR MANAGEMENT BARGAINING RELATIONS

6.01 A Union Bargaining Committee shall be elected and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members on the Committee.

6.02 The Employer shall make available to the Union, on request, the following bargaining unit information required for collective bargaining purposes: Canadian Union of Public Employee wage rates, job descriptions and benefit plans.

6.03 Any representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the right to attend negotiation meetings for up to at least four (4) days held within working hours without loss of remuneration unless it is mutually agreed to extend the days.

6.04 Subject to operational requirements, representatives of the Union on the Bargaining Committee shall be granted an approved leave of absence without loss of pay and benefits, to meet with the CUPE National Representative for the Local, to prepare for bargaining. Hours and benefits paid shall be billed to the Union for reimbursement at the rate of 120% of the Employee's rate.

ARTICLE 7 – MANAGEMENT RIGHTS

7.01 It shall be the exclusive right of the Employer to manage the business and operation in all respects including, but not restricted to:

(a) Operate and manage the business and operations of the Employer and all Employees and establish standards and procedures for the service, care, safety, welfare and comfort of clients of the Employer;

(b) Maintain order and efficiency and to make or alter rules and regulations to be observed by Employees; and

(c) Select, hire, direct, transfer within the facility, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge immediately for just and proper cause or otherwise discipline Employees subject to the terms of this Agreement.

7.02 All Employees will be expected to familiarize themselves with and follow Operating Procedures which are established by the Employer from time to time and which will be available in the workplace. These Operating Procedures are developed to ensure that the Employer is in the best position to provide the highest service and care possible to residents and to meet the requirements of the law.

7.03 The Employer reserves the right to change any provision of its Operating Procedures and will provide notice to all Employees of both the timing and the content of any changes.

7.04 The Employer agrees that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights which will conflict with any of the provisions of this Agreement.

ARTICLE 8 – DISCRIMINATION/HARASSMENT

8.01 The Employer and all Employees agree that there shall be no discrimination, interference, restriction or coercion expressed or practiced with respect to any Employee by reason of age, race, colour, religion, creed, gender expression, gender identity, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity by reason of an Employee's association with another individual or class of individual having characteristics referred to above, or any other prohibition of the Human Rights Act of Nova Scotia or by reason of their membership or activity in the Union.

8.02 The Employer strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind and may discipline any Employee considered to be involved in committing such conduct.

8.03 "Harassment" is defined in the Respectful Workplace Policy of the Employer. Respectful Workplace Policy of the Employer outlines the method for an Employee to access help if an Employee feels that they are being harassed. All Employees are encouraged to read and review the Workplace Harassment Policy.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 (a) A Labour Management Committee ("Committee") will be established consisting of three (3) employees elected by the Union and three (3) representatives of the Employer. The Union shall endeavor to have representation from at least two departments.

(b) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of four (4) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.

(c) Employee representatives shall not incur any loss of pay for time spent at meetings of the Committee.

(d) The Committee shall concern itself with matters of the following general nature:

(i) identification and resolution of common problems;

(ii) the facilitation of communications between Employees and the Employer; and

(iii) Development of viable solutions to identified problems and the recommending of proposed solutions to problems.

The Committee shall not have any jurisdiction over salary or any term or condition of employment. The Committee may make recommendations to the Employer with respect to its discussions and conclusions but cannot bind the Employer to any decision or conclusion reached.

(e) Minutes shall be prepared and signed by representatives of each of the parties who attended a meeting of the Committee as promptly as possible after the meeting.

ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE

10.01 A grievance under this Agreement shall be defined as any difference or dispute arising out of the interpretation, application or administration of this Collective Agreement.

10.02 The Employer will recognize a Grievance Committee or the Executive of the Union who shall have the responsibility to deal with complaints and grievances.

10.03 Employer Grievance – The Employer may institute a grievance by delivering the same in writing to the President of the Union (or designate) and the President of the Union shall answer such grievance within ten (10) business days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) business days from the date the President of the Union gives their answer, refer the dispute to arbitration by giving a written notice to the Union.

10.04 Policy and Termination Grievance – It is agreed that in the case of any general allegation by the Union that the Employer has violated this Agreement in a manner that affects broad principles, rather than specific individuals, or in the case of termination of an employee that the Union may present the grievance, in writing, directly to the General Manager (or designate). Subsequent action will be governed by Step 3 of the normal grievance procedure.

10.05 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. The Employer shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Employer at step one within five (5) business days from the time the circumstances upon which the grievance is based were known, or reasonably ought to have been known by the Grievor or the Union, as the case may be.

10.06 Grievances or complaints arising under this Agreement shall be addressed or settled as follows:

Step One: Within five (5) business days from the time the circumstances upon which the grievance is based are known, or should reasonably be known, the Employee, together with a Union Representative shall first discuss the grievance with the Employee's Immediate Manager (or designate). The Immediate Manager shall give a decision within five (5) business days.

Step Two: Should the decision of the Immediate Manager (or designate) not be acceptable to the Employee, the grievance shall be referred to the General Manager (or designate), in writing, within ten (10) business days from the receipt of the decision of the Immediate Manager (or designate) at Step One. The General Manager (or designate) shall convene a meeting with the Employee and the Union Representative within ten (10) business days following receipt of the grievance. The General Manager (or designate) shall render a decision in writing within ten (10) business days from the date of the meeting.

Step 3: If the decision of the General Manager (or designate) at Step Three is not acceptable, the Union may refer the grievance to arbitration by notice in writing within fifteen (15) business days from the date of the receipt of the decision at Step Three.

If a grievance is not submitted, or advanced from one step to another within the time limits in this Article, the grievance shall be deemed abandoned and all rights of recourse to the grievance and arbitration procedure shall be at an end. The time limits may be extended by mutual agreement in writing between the parties.

10.07 In the event that a grievance is submitted to arbitration, the grievance shall be heard by a single arbitrator. The Union and the Employer shall attempt to agree on the appointment of the arbitrator and if they are unable to agree within twenty (20) business days, either party may request that the Minister of Labour appoint the arbitrator.

10.08 The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall pay its own costs and the fees and expenses of its witnesses.

10.09 The decision of the Arbitrator will be final and binding upon the parties and Employees affected by the decision. The Arbitrator shall not have jurisdiction or the authority to add, delete or modify any provisions of this Agreement. Where the Arbitrator determines that an Employee has been disciplined or discharged by the Employer for just cause, the Arbitrator has power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

10.10 Mediation may be used as an additional or an alternative process to arbitration with the mutual agreement of the Union and the Employer.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.01 Subject to Article 12.01, no Employee shall be disciplined or discharged without just cause.

11.02 Employees shall be notified in writing of the reasons for discipline or discharge. The Union shall be provided a copy of such letter(s).

11.03 Notwithstanding that the disciplinary procedure is progressive; there is certain conduct of an extremely serious nature which may lead to the immediate discharge of an Employee.

11.04 Right to Have Shop Steward Present

An Employee shall have the right to have their Steward/Union Representative present at discussions with supervisory personnel which might be the basis of disciplinary action. The supervisor will give reasonable notice to the Employee to allow the Employee to contact and choose an available Shop Steward/Union Representative either onsite or by video conference. There shall be no undue delay in discussions or disciplinary action because of the unavailability of a Steward or Union representative.

11.05 An employee who has been subject to disciplinary action may, after twenty-four (24) months from the date the disciplinary measure was invoked, request in writing that the personnel 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 twenty-four (24) month period.

ARTICLE 12 – PROBATIONARY PERIOD

12.01 (a) The first six hundred forty (640) hours of work as an Employee holding a Full-Time, Regular Part-Time or Casual position, excluding orientation hours, shall be considered as the Probationary Period.

(b) A Probationary Employee shall have the right to grieve except that a Probationary Employee may be terminated at any time during the Probationary Period at the discretion of the Employer provided that the termination is not arbitrary, discriminatory or in bad faith. A Probationary Employee shall be evaluated regularly during the Probationary Period.

(c) All of the terms of this Agreement shall apply to Probationary Employees except where expressly stated otherwise.

ARTICLE 13 – SENIORITY

13.01 Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Collective Agreement.

13.02 (a) Upon successful completion of the Probationary Period, an Employee shall have their seniority established as their first day of work as a Full-Time or Regular Part-Time Employee at Opal Ridge Hall.

(b) Upon successful completion of the Probationary Period, the seniority date for a Casual Employee who has been awarded a Full-Time or Regular Part-Time position shall be adjusted to reflect the previous hours worked of the Employee as a Casual Employee.

13.03 (a) A seniority list identifying all Employees (Full-Time and Regular Part-Time) by name, classification and first day of work as a Full-Time or Regular Part-time Employee shall be prepared and posted in January of each year and a copy will be provided to the Secretary of the Union.

A list of Casual Employees by date of hire and classification shall also be prepared and posted in January of each year with a copy provided to the Secretary of the Union.

(b) Within the thirty (30) days following a posting of the seniority list, a Regular Employee in disagreement with their seniority thereon must indicate their disagreement in writing to their Supervisor. Within five (5) working days following, the Supervisor shall respond to the Employee in respect of the problem raised. Failing satisfactory response, or in the absence of a response, the Employee may submit a grievance at Step two (2) in accordance with the provisions of Article 10 Grievance Procedure, starting from the date the Supervisor gave or should have given their response.

If a Casual has a disagreement with their date of hire on the Casual list, they can follow the process above to bring the disagreement to the attention of the employer.

(c) In the event that more than one (1) Employee commences work on the same date and at the same hour, all such Employee shall have their seniority determined by a draw in the presence of all such Employees. Results of such draw are to be acknowledged in writing and signed off by the affected Employees

In the event that more than one (1) Casual Employee commences employment on the same day, all such Employee's shall have their date of hire placement on the Casual list determined as above.

13.04 Seniority shall cease and employment shall be deemed to be terminated for any of the following reasons:

(a) if an Employee is discharged;

(b) if an Employee voluntarily resigns;

(c) if an Employee is absent for more than three (3) consecutive scheduled working days without a reasonable excuse;

(d) if an Employee fails to report to work at the expiration of a leave of absence or maternity leave unless the Employee has advised the Employer of their inability to return to work with a reasonable excuse;

(e) if after receiving notice of recall from a layoff, the Employee has failed to notify the Employer as to whether or not they will accept the recall within seven (7) calendar days;

(f) if an Employee transfers out of Opal Ridge Hall for more than twelve (12) months;

(g) if an Employee is laid off for twelve (12) consecutive months; or

(h) if an Employee retires.

ARTICLE 14 – LAYOFF AND RECALL

14.01 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.

14.02 Advanced Notice of Layoff

(a) Unless legislation is more favourable for the employee, employees shall be given two (2) weeks written notice of layoff. 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 layoff notice shall be sent to the Union.

14.03 Layoff Procedure

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 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.

14.04 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.

14.05 Recall

(a) 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.

(b) Maximum Recall Period

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

(c) Order of Recall

Laid off Employees shall be recalled in order of seniority.

(d) Current Address

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) Grievance on Layoffs and Recall

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

14.06 Work of the Bargaining Unit

Non-bargaining unit members will not perform bargaining unit work to the extent that it will result in a layoff of any member of the Bargaining Unit.

ARTICLE 15 – JOB POSTING

15.01 When a Full-Time or Regular Part-Time position is created, or a Full-Time or a Regular Part-Time vacancy occurs within a job classification which the Employer intends to fill (including a Temporary Position expected to last more than 10 weeks) the Employer shall post notice on a designated bulletin board for a minimum of seven (7) calendar days. The Employer shall simultaneously notify the Union in writing with a copy of the notice.

15.02 Each posting shall contain at a minimum the following information: the nature of the position, the location, rotation, qualifications, required education and hours of work.

15.03 If an Employee is interested in applying, an application, in writing, must be submitted directly to the Site Manager (or designate).

15.04 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in their ability, skills, qualifications and demonstrated work performance to perform the required duties of the position. On request, an unsuccessful candidate (who has more seniority than the successful candidate) will be advised of the reason(s) why they were not successful, and if requested, the Employer will meet with the Employee to explain the reason(s) why the Employee was not successful.

15.05 No applications received from persons outside the bargaining unit shall be considered until the applications of present Employees have been fully considered.

15.06 Should the successful candidate be an existing Employee; they shall be placed on a trial period for five hundred and forty (540) hours worked in their new position. If the Employer determines that they are unsatisfactory in their new position, or if the Employee feels that they are unable to perform their duties or the employee wishes to return to their former position prior to the expiration of the trial period, the Employee shall be returned to their former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. Employees may only request to leave a new position within the five hundred and forty (540) hours worked if they have not requested to leave another position within the five hundred and forty (540) hours worked.

15.07 Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on designated Bulletin Boards with a copy of the notice provided to the Union.

Restrictions on Applications for Posted Positions

15.08 (a) A Full-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded.

(b) A Regular Part-Time or Casual Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded or unless the temporary position is for a greater number of hours or for a longer period of time. However, if a permanent vacancy arises, they may apply.

Transfers outside of the Bargaining Unit - Restrictions and Rights

15.09 No Employee shall be transferred to a position, or facility, outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be placed in their former job, or failing that, in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 The hours of work for a Full-Time Employee will normally average eighty (80) hours bi-weekly over a schedule cycle.

16.02 (a) Work schedules for all Employees shall be posted electronically in Kronos at least two (2) weeks in advance.

(b) The Employer will endeavour to provide twenty-four (24) hours notice to an Employee when their hours of work as posted, within that pay period, have to be changed. If the hours of work are changed without twenty-four (24) hours notice and without the agreement of the Employee, the Employee shall receive overtime compensation for all the hours worked which have been changed. This Article applies only to a change in the posted schedule and not call-ins.

(c) The Employer recognizes that regular Full-Time Employees want and deserve as much regularity and predictability in their hours of work as possible. The Employer agrees that there will be no arbitrary or unreasonable changes in shifts.

(d) Shift rotations will be part of the schedule.

(e) When any major change is being considered by the Employer in the shift schedule, the Employer agrees that there will be prior consultation with the Employees affected and the Employer will take into consideration the preferences of a clear majority of the Employees' affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer.

16.03 The following breaks will occur during each shift of eight (8) hours or more, but less than twelve (12) hours:

(a) A paid meal break of 30 minutes; and

(b) Two (2) paid breaks of 15 minutes each.

(c) With permission of Employer, the Employee can take the two (2) paid fifteen (15) minute breaks together.

16.04 Each twelve (12) hour shift shall be inclusive of three (3) thirty (30) minute paid breaks in an area made available by the Employer. The Employer and the Union may mutually agree to alternative break arrangements.

16.05 For Employees working shifts of four (4) hours, there will be a paid break of fifteen (15) minutes.

16.06 Missed Breaks

Where Employees are not able to receive meal or rest breaks during the shift, the Employee will be paid for the missed break(s) at applicable overtime rates. The Employee must immediately notify the Employer of the missed opportunity and efforts must be made to ensure that the rest or meal break is rescheduled during the shift prior to authorization being given by the Employer for the overtime. No overtime will be paid for a time period that is less than 15 minutes.

16.07 (a) Employees who are regularly scheduled to work a twelve (12) hour shift rotation shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a twelve (12) hour shift in any one day and in excess of eighty-four (84) hours in a bi-weekly period or if a Full Time Employee is working seventy-two (72) as part of their smooth week.

(b) Employees who are regularly scheduled to work an eight (8) hour shift rotation shall be paid an overtime of 1.5 times the Employee's regular rate for all hours worked in excess of an eight (8) hour shift and eighty (80) hours in a bi-weekly pay period.

(c) Employees who are regularly scheduled to work a mix of eight (8) and twelve (12) hour shifts shall be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of a twelve (12) hour shift in any one day and in excess of eighty-four (84) hours in a bi-weekly pay period.

(d) All other Employees will be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of twelve (12) hours on any day or eighty-four (84) hours worked in a bi-weekly paid period.

16.08 Management must authorize overtime in advance. Overtime will not be claimed for less than 15 minutes.

16.09 Nothing in this Article 16 shall be construed as a guarantee by the Employer to any Employee of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.

16.10 Employees may exchange shifts provided that:

(a) twenty-four (24) hours notice is provided to the Employer, and the Employer authorizes the shift exchange; and

(b) there is no increased cost to the Employer;

(c) the shift exchange is for the same number of hours; and

(d) the shift exchange is in the current or following pay period.

(e) a request for a shift changes less than 24 hours may be authorized by the manager, or if manager is not on duty, by designate, if the shift exchange is accepted by both parties and subsection b, c and d are followed. Such authorization will be in writing.

16.11 Weekends Off

(a) A weekend shall be defined, for employees working 12-hour shifts, as a consecutive 72-hour period commencing on Thursday or Friday and ending on Sunday or Monday.

(b) Full-Time Employees will be granted two (2) weekends off in four (4) weekends.

(c) Regular Part-Time Employees may be required to work four (4) weekends in every six (6) weekends.

16.12 (a) Employees who are regularly scheduled to work eight (8) hour shifts shall have at least sixteen (16) hours rest between regularly scheduled shifts, except in the dietary department, or unless otherwise mutually agreed.

(b) Employees who are regularly scheduled to work twelve (12) hour shifts or a mix of eight (8) and twelve (12) hour shifts shall have at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed.

16.13 (a) Two weeks prior to the posting of the schedule, a Regular Part-Time Employee shall indicate to the Employer, in writing, their availability to work additional shifts. Regular Part-Time Employees shall have preference for additional shifts in accordance with seniority. For greater clarification, if the senior Regular Part-Time Employee does not indicate their availability to work additional shifts in accordance with this Article, any additional shifts shall be assigned to the next senior Regular Part-Time Employee. Once a Regular Part-Time Employee has indicated their availability to work and has been scheduled for a shift, they must be available and must work shifts, as assigned. Any shifts then remaining to be scheduled shall be offered to Casual Employees in accordance with date of hire and availability.

(b) All other shifts which become available following the posting of the schedule shall be offered by seniority and declared availability.

16.14 (a) Overtime and call-back shall be offered on the basis of seniority among Employees who are available and willing and qualified to perform the work. Where the notice of the need for overtime is four (4) hours or less, available Employees will be those who are in the building before offering to those who are not at work.

(b) If an Employee is missed for overtime, they will be given the next available opportunity for overtime. If after thirty (30) days, this does not occur, the Employee shall be paid for the missed overtime shift.

(c) If no Employee is willing to work the overtime, the Employer will require employees to work based on reverse seniority starting with the least senior employee in the workplace. Subject to operational requirements, the Employer will endeavor not to mandate an employee more than one in a pay period.

When a new bi-weekly pay period starts, the Employer will commence this process again starting with the least senior employee in the workplace.

16.15 (a) When a Full-Time or Regular Part-Time Employee is recalled to work outside their scheduled working hours, they shall be paid for not less than four (4) hours; and

(b) Casual Employees shall be paid at straight time for the hours worked when posted except for when they are called to work outside their scheduled working hours then they shall be paid for not less than four (4) hours.

16.16 (a) For Full-Time Employees and Regular Part-Time Employees working eight (8) hour shifts, will not be scheduled more than five (5) consecutive days; and

(b) For Full-Time Employees and Regular Part-Time Employees working twelve (12) hour shifts, will not be scheduled more than three (3) consecutive days unless the shift schedule for all such Employees has as part of the schedule four (4) consecutive days of work.

(c) For Full-Time Employees and Regular Part-Time Employees working a mix of eight (8) and twelve (12) hour shifts, will not be scheduled more than five (5) consecutive days.

16.17 A Full-Time Employee who is required by the Employer to work on their scheduled day off will be paid at the rate of time and one-half for hours worked.

16.18 (a) Should an Employee be required to work a double shift that is two (2) consecutive eight (8) hour shifts, they shall normally be granted a thirty (30) minute paid break prior to commencing the second shift.

(b) If an Employee works a double shift a meal will be provided by the Employer. If Employer cannot provide a meal, the Employee shall be reimbursed for the cost of a meal not to exceed fifteen ($15) dollars upon presentation of a receipt. Receipts must be dated within 4 hours of the end of shift and must be submitted to the Employer within the pay period.

(c) When an Employee has to work a double shift in an emergency, that Employee may have the next day off, if scheduled to work, provided that a replacement can be found for the Employee.

16.19 Where an Employee is called in to work a regular shift one half (½) hour or less prior to the commencement of the shift and arrives within one (1) hour of the call, then they will be paid for the full shift provided that they work until the normal completion of the shift. An Employee called in to work after commencement of the shift and arrives within one (1) hour of the phone call shall be paid from the time of the call.

16.20 Where an Employee is called in to work for a regular shift and reports for work and the Employer decides not to retain the Employee for the shift the Employee will work for a minimum of four (4) hours or if the Employer decides to send the Employee home the Employee will be compensated for four (4) hours.

16.21 The changing of daylight-saving time to standard time, or vice versa, shall not result in an Employee being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Employees completing their shift and those commencing.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Bereavement Leave

(a) In the event of the death of an immediate family member, being the Employee's:

(i) spouse;

(ii) parent;

(iii) child;

(iv) step-child;

(v) step-parent;

(vi) sibling;

(vii) grandchild; or

(vii) grandparent

(ix) child-in-law;

(x) parent-in-law;

(xi) ward

A Full-time or Regular Part-time Employee will be granted up to five (5) consecutive bereavement leave on any one death. Employees shall be paid for shifts during the five (5) consecutive day leave which the Employee would otherwise have been scheduled to work.

The leave shall start no later than midnight following the death provided that the Employee may defer three (3) days of the bereavement leave if the funeral or service occurs outside the period immediately following the death. If a day(s) is deferred it will be the 3rd, 4th and 5th days. Notice of the deferral shall be given at the time of the initial bereavement leave.

If a death occurs in the Employee's Immediate Family when the Employee is at work, the Employee shall be granted leave with pay for the remainder of their scheduled shift. Such leave shall not be deducted from their bereavement entitlement.

(b) In the event of the death of a non-immediate family member, being the Employee's:

(i) aunt or uncle;

(ii) niece or nephew;

(iii) brother-in-law;

(iv) sister-in-law; or

(v) legal guardian

A Full-time or Regular Part-time Employee will be granted up to two (2) consecutive bereavement leave on any one death. Employees shall be paid for shifts during the two (2) consecutive day leave which the Employee would otherwise have been scheduled to work.

The leave shall start no later than at midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. If a day is deferred, it shall be the 2nd day. Notice of the deferral shall be given at the time of the initial bereavement leave.

(c) In the event that the funeral is held more than 400 km from Halifax or out of province, two (2) additional unpaid days may be requested.

(d) In the event of a death of a fellow worker, the Union shall have at least one (1) person from the department involved and one Union representative, provided with up to one (1) day leave without pay for the purpose of attending the funeral/service, provided adequate staffing is maintained.

(e) In the event that the bereavement leave falls on the Employee's "H-day", bereavement leave will be substituted for Holiday and Vacation, and the times will be returned to the Employee's banks.

17.02 Personal Leave

Benefit coverage may be continued for any period of personal leave provided that the Employee makes satisfactory arrangements to compensate the Employer the full costs of the benefits for the period of leave;

(a) An Employee with two (2) or more years of seniority may request a personal leave of absence without pay from the Site Manager.

(b) All requests for personal leaves of absence shall be made in writing to the General Manager and be submitted forty-five (45) days prior to the start date, except in emergency situations. The request must contain an expected date of return.

(c) The decision whether to grant the request for leave shall be in the sole discretion of the Employer.

(d) Personal leaves will not be granted for the purpose of maintaining other employment.

(e) Benefit coverage may be continued for any period of personal leave provided that the Employee prepay to the Employer the full costs of the benefits for the period of the leave;

(f) Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

17.03 Jury Leave

(a) Leave of absence with pay shall be given to every Employee for each scheduled day of work the Employee serves on jury duty, other than an Employee already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the Employee for any scheduled day of work for such jury duty will be paid over to the Employer provided that the Employee receives the greater amount;

(b) Leaves of absence with pay shall be granted by the Employer for each scheduled day of work when an Employee is required to attend as a witness in Court with respect to a matter arising in the course of employment, but all compensation received by the Employee for any scheduled day of work for such appearance will be paid over to the Employer provided that the Employee receives the greater amount. "Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding.

(c) An Employee shall notify their supervisor as soon as possible when required to serve under any of the above circumstances and shall present proof of service on a jury or as a witness and the amount of payment received.

17.04 Pregnancy and Parental Leave

(a) Employees will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the Nova Scotia Labour Standards Code, R.S.N.S. 1989, c. 246, as amended (available from the Company on request).

Protection of Position and Benefits

(b) The Employee shall resume their former position and salary upon return from leave.

Employees on pregnancy leave shall not accrue hours worked for the purpose of vacation, sick time or holidays. Employees on pregnancy leave shall continue to accrue seniority and service for the duration of the leave.

17.05 Compassionate Care Leave

Employees will be entitled to unpaid leave in accordance with the Compassionate Care Leave provisions in the Nova Scotia Standards Code, R.S.N.S. 1989, c. 246, as amended (available from the Employer on request).

17.06 Union Leave

(a) Provided that the Employee give reasonable advance notice to the Employer and subject to operational requirements, employees elected or appointed to represent the Union at annual conventions shall be allowed a leave of absence with pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.

(b) Provided that the Employee give reasonable advance notice to the Employer and subject to operational requirements, Employees elected or appointed to represent the Union at recognized labour educational courses shall be allowed an unpaid leave of absence. An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.

(c) Provided that the Employee give reasonable advance notice to the Employer and where operational requirements permit, an unpaid leave of absence shall be allowed Employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. An Employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work and the Union shall reimburse the Employer for all pay and benefits during the period of absence at a rate of 120% of the Employee's rate.

(d) An Employee who is elected or selected for a Full-Time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without benefits for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office. Benefit coverage may be continued for the period of leave up to one year subject to the plan requirements provided that the Employee prepay to the Employer the full costs of the benefits for the period of the leave.

17.07 Leave for Public Office

(a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay, without benefits and without further accumulation of seniority, but without loss of already accumulated seniority so that an Employee may be a candidate in federal, provincial or municipal elections.

(b) An Employee who is elected to public office shall be allowed leave of absence without pay, without benefits and without further accumulation of seniority but without loss of already accumulated seniority during their terms of office for a maximum of up to two (2) years.

17.08 Sick Leave

(a) Only Full-Time and Regular Part-Time Employees can accumulate paid sick time credits and can only use sick leave credits after successful completion of the probation period.

(b) Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred and seventy-three and three-tenths (173.3) hours worked, effective the first date of employment as a Full-Time or Regular Part-Time. The maximum amount of accumulation shall be six hundred forty (640) hours.

(c) An illness or injury for which Workers' Compensation is payable shall be deemed not to be a personal illness or injury for which an Employee is eligible to receive sick leave pay from the Employer or a Third-Party Insurer except for the Employee's ability to access sick leave credits to supplement workers' compensation benefits in accordance with 17.08 (g).

(d) Subject to applicable legislation, an Employee may be required to produce a certificate from a medical practitioner for any illness certifying that they were unable to carry out their duties due to illness.

(e) Where an Employee is required by the Employer to submit detailed medical certificates or reports, the Employer shall be responsible for paying the direct cost of any such examinations, medical certifications, forms or reports which are not covered by medical insurance.

(f) Employees who are off work and insured by Workers' Compensation Benefits must keep the Employer aware of their progress/change and condition.

(g) When an Employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the Employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the Employee's net pre-accident earnings. This supplement shall also apply to the first two (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 circumstance 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.

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 NSHEPP 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.

An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

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.

An Employee shall not accrue any other benefits while on Workers' Compensation.

An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the workplace unless the employee continues to receive WCB benefits for the time worked.

(h) Employees on long-term leave of absence for illness shall be permitted up to twenty-four (24) months in which they may return to their former position, but an Employee shall give at least two (2) weeks notice of their intention to return to work. The period of illness shall commence with the first day of illness. In the event the illness exceeds twenty-four (24) months, the period in which the Employee may return to work may be extended only by mutual agreement. When an Employee has been on leave for a period in excess of six (6) months, the Employee may be required to attend a one (1) day period of orientation with pay upon return to work. Any return to work from long-term leave of absence shall be subject to the following:

(i) prior to the Employee's return to work, satisfactory medical documentation must be provided by the Physician of the Employee to the Employer. Such information is to be adequate for the Employer to make a determination as to the ability of the Employee to return to full duties; and

(ii) once an Employee is cleared to return to work by the Employer after being on long-term leave of absence for illness, the Employee will have the right to return to a position equivalent to the Employee's former position within two (2) weeks from the clearance date. The Employee may return at an earlier or later date if mutually agreeable.

(i) Sick Leave for Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-six (36) hours per annum (pro rated for Part-time Employees) debited against sick leave credits in order to:

(a) attend medical, dental, and specialist appointments which cannot be arranged outside the Employee's working hours. The Employer may request from the employee documentation to substantiate the medical, dental or specialist appointment. Request for documentation pursuant to this article shall be reasonable.

(b) attend to emergencies where:

(i) the Employee's own medical or dental health is at an immediate and serious risk;

(ii) the Employee's child, parent or spouse has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required, and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;

(iii) there is a critical condition (fire, flood, or other natural disaster) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

(iv) to attend to the Medical and Dental Care of their child, spouse or parent.

This provision is not applicable to a Casual Employee.

17.09 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 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.

17.10 Notification of Sick Time Accrued

The present practice of notifying Employees in writing of their sick time accrued, at the close of each calendar year, shall continue.

17.11 Employment Insurance Rebate

The Employer shall register its wage loss replacement plan with the Employment Insurance Commission for purely reduction purposes. This rebate shall be used for in-service education and training of staff. In the event that the Employer does not provide for training of staff, this money may be used Union education programs.

17.12 Domestic Violence

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.*

17.13 Required Education

(a) The Employer shall provide and fund any Employer required training/education for an employee.

(b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.

(c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.

(d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

ARTICLE 18 – VACATION

18.01 Paid vacation leave shall be earned on the basis of regular hours paid. Regular hours paid for the purposes of this Article shall include regular hours worked, paid vacation hours, paid sick leave, paid holidays, paid leave of absence, and paid union leave but excludes overtime and WCB (subject to Article 17.09(g)). Vacation credits shall be paid to Full-Time and Regular Part-Time Employees on the following basis:

(a) During the first 10,400 hours worked at the rate of one (1) hour of vacation for each 17 1/3 hours worked (up to 120 hours per year);

(b) After 10,400 hours worked up to 31,200 hours worked at the rate of 1 1/3 hours of vacation for each 17 1/3 hours worked (up to 160 hours per year); and

(c) After 31,200 hours worked at the rate of 1 2/3 hours of vacation for each 17 1/3 hours worked (up to 200 hours per year).

18.02 Part-Time Employees shall receive vacation pay at the appropriate percentage on wages earned during each pay period.

18.03 Vacation must be taken during the fiscal year (April 1st – March 31st) immediately following the year in which it was earned. Only under specific circumstances and with written approval of the Site Manager (or designate), may an Employee be permitted to carry over vacation to the next fiscal year. In any case the maximum vacation to be carried over will be one hundred and twenty (120) hours and must be used during that fiscal year.

18.04 The Employer shall post a vacation request schedule by February 1st of each year. Employees shall select their respective vacation period by March 1st. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests. Employees who have not indicated their preference by March 1st shall not be permitted to displace junior Employees who have made their selection in accordance with the time frames outlined in this Article. The Employer shall post no later than April 1st a finalized list upon which the Employee's vacation dates shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected Employees.

18.05 Employees who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise "bumping rights" over Employees who have conformed, but may, by mutual agreement with the Employer, request dates that remain available; such request will not be unreasonably denied.

18.06 Upon termination of employment, an Employee's earned vacation entitlement during the fiscal year will be calculated and paid out, in addition to any carried over vacation hours as referenced in Article 18.03, on the final paycheck.

18.07 Where an Employee qualifies for Bereavement Leave during their period of vacation there shall be no deduction from vacation entitlement for such absence. The period of vacation so displaced shall be added either to the vacation period or reinstated for use at a later date.

18.08 Vacation Cancelation

If an employee's vacation is approved and then cancelled by the employer causing the employee to lose a monetary deposit on vacation accommodations and/or travel and providing the employee does everything reasonably possible to mitigate the loss, and providing the employee notifies the employer that the monetary deposit will be forfeited, the employer will reimburse the employee for the monetary deposit.

ARTICLE 19 – HOLIDAYS

19.01 Paid holidays are:

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

Each Employee shall receive any holiday proclaimed by the Provincial Government.

19.02 All Full-Time and Regular Part-Time Employees shall only qualify for their above holiday pay if they have worked on their regular scheduled working day immediately preceding and immediately following the holiday. For the purposes of this Article, Employees who are on paid jury duty, paid bereavement, paid union leave or paid vacation will be entitled to the holiday. Employees who are on paid and unpaid sick leave and Worker's Compensation do not qualify for holiday pay pursuant to this Article.

19.03 (a) Full-Time Employees will receive eight (8) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 19.02.

(b) Regular Part-Time Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 19.02. The calculation for prorating will be based on their hours worked in the previous thirty (30) days.

19.04 (a) When a Full-Time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay and grant them eight (8) hours off with pay subject to paragraph (c) of this Article 19.04. Subject to operational requirements, the time off must be mutually agreed upon between the Company and the Employee by the end of the fiscal year or be used to provide paid time off for Christmas or New Year's as per Article 19.06;

(b) When a Regular Part-Time or Part-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay. Based on the pro rata formula in Article 19.03 a Regular Part-Time Employee shall also be granted time off with pay at a time mutually agreed upon between the Employer and the Employee prior to the end of the fiscal year where operational requirements permit or used to provide paid time off for Christmas or New Year's as per Article 19.06; and

(c) If mutual agreement on time off with pay cannot be reached within the fiscal year in which the holiday is earned, an Employee shall be paid out holiday pay for the holiday.

(d) This Article is not applicable to Full-time employees who are on a smoothing rotation. A Full-time Employee on a smoothing rotation will use all holiday time first to smooth their schedule.

19.05 All the provisions of Article 19 do not apply to an Employee during the probationary period except that a Probationary Employee who works on a calendar date of the holidays listed in the Article will be compensated at the rate of time and a half (1.5 x) the Employee's regular hourly rate for hours worked on the calendar date of the holiday.

19.06 An employee wishing to use a Holiday(s) shall apply in writing to the Employer at least two (2) weeks in advance of the date(s) requested. The Employer shall respond in writing, to approve or deny the request, at least one (1) week in advance of the date(s) requested.

19.07 Christmas and New Year Period

All Full-Time and Regular Part-Time Employees shall be granted either Christmas Day and Boxing Day or New Years' Day off on an alternating basis. The master time schedule shall be waived during the period December 15 to January 10. Adequate staffing must be maintained at all times. Subject to operational requirements of the facility, the Employer will provide five (5) consecutive days off for Christmas or New Years' (The Employer will endeavour to schedule Christmas Eve or New Years Eve as part of the five (5) consecutive days, where possible) for Full-Time Employees and three (3) days off for Regular Part-Time Employees. Such practice shall not be unreasonably withheld.

19.08 Alternative Day of Observance

Employees who are entitled to Holiday time for Christmas and New Years may request to take the Holiday time on days that permits the Employee to observe a day of the Employee's own faith. The Employee shall advise the Employer in writing of the Employee's desire to take such day(s) off as Holiday time in lieu as soon as possible but before January 1st in each year or upon hire and the Employer will endeavor to grant the request where operational requirements permit.

ARTICLE 20 – WAGES

20.01 Employees shall be paid the rate of pay set out in the salary scale attached to this Agreement as Appendix "A".

20.02 (a) Payment of wages will be on a bi-weekly basis and is on a direct deposit system. The pay period is two weeks.

(b) Any omissions in an Employee's wages greater than four (4) hours shall be adjusted no later than three (3) business days.

20.03 When an Employee is promoted permanently into a higher paid position, they will be paid the rate for the new position.

20.04 Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than their own, they shall be paid their classification rate. If an Employee is assigned to perform work in a higher classification, they shall receive the rate for the higher classification. This Sub-Article does not apply to Employees who chose to work in a classification with a lower rate of pay.

20.05 Error in Payment of Wages

If the Employee receives an overpayment in wages or error in deductions of more than eight (8) hours' pay, the Employer shall permit the Employee to pay back the amount in reasonable increments. For amounts less than eight (8) hours' pay, the Employee will repay the amount in one instalment.

20.06 Shift Premium

All Employees shall receive a shift premium of $2.35 per hour for all regular hours worked between 1900 hours and 0700 hours.

The shift premium rate shall increase to four dollars per hour, effective date of ratification and shall be applicable to all hours worked, including overtime hours worked.

20.07 Weekend Premium

All Employees shall receive a weekend premium of $2.35 per hour for all regular hours worked between midnight Friday and midnight Sunday.

The weekend premium rate shall increase to four dollars per hour, effective date of ratification and shall be applicable for all hours worked, including overtime hours worked.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. A copy of the above-mentioned job descriptions shall be forwarded to the Recording Secretary of the Local Union by March 1st of each year.

21.02 Elimination of Existing Classifications

Existing classifications shall not be eliminated without prior notification of at least sixty (60) calendar days and discussion with the Union.

21.03 Rates of Pay and Job Classification

The Employer shall prepare a new job description whenever a job is created. When a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new job, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

ARTICLE 22 – SUPPLEMENTAL BENEFITS

22.01 Pension

All eligible employees shall participate in the Nova Scotia Health Employees' Pension Plan (NSHEPP). Levels of contribution by the Employer and Employee shall be governed by the Plan.

22.02 Group Insurance

(a) The Employer shall provide group insurance coverage (health care and life insurance), and dental coverage or comparable insurance coverage during the life of this collective agreement for participation by all Full-Time and Regular Part-Time Employees subject to eligibility requirements.

Cost Sharing

(b) The Employer shall pay fifty percent (50%) of the cost of the premiums for the extended health and drug plan in 22.01 excluding life and ADD which are one hundred percent (100%) paid for by the Employer. The Employer shall pay fifty percent (50%) of the cost of the premiums for the dental plan.

22.03 Mandatory Participation

Participation in the group insurance plan and dental plan is mandatory for any Full-time or Regular Part-time Employee who has completed their probationary period and is otherwise eligible to participate under the terms of the plan, unless the Employee establishes to the Employer that they have health care under a spouse's or common-law spouse's plan.

Full-Time Employees and Regular Part-Time Employees are eligible to participate in the group insurance plan provided that they have completed their probationary period and have been regularly scheduled to work the minimum hours required by the insurance carrier.

The Employee must arrange a time to meet with the representative of the Employer upon completion of the probationary period to complete the necessary enrollment forms or to establish coverage under a spousal or common law spousal plan. Failure to do so within 30 days shall result in the Employee being enrolled in a plan as a single participant.

ARTICLE 23 – EMPLOYEE HEALTH AND SAFETY

23.01 The Employer, the Employees and the Union will comply with and abide by the provisions of the Occupational Health and Safety Act of Nova Scotia.

23.02 An Occupational Health and Safety Committee shall be established pursuant to the provisions of the Occupational Health and Safety Act. The Committee shall be composed of equal numbers of the Employer and Employee Representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by the said Act.

23.03 The Employer shall make reasonable provisions in respect of the health and safety of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards shall be provided by the Employer and Employees shall be required to use them. The Employees and the Employer shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Employees through the Occupational Health and Safety Committee.

23.04 The parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate action to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 24 – PERSONNEL FILE

24.01 A personnel file shall be maintained for all Employees and is accessible to Employees. References and appraisals from outside the Employer's workplace shall not be shown to the Employee. Any disagreement as to the inclusion of letters of reprimand or any adverse reports contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

24.02 The Employer will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of the Employee the existence of which the Employee was not made aware of at or before the time of the filing.

24.03 The record of an Employee shall not be used against them at any time after twenty-four (24) months, excluding proven client abuse, following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

ARTICLE 25 – NON-INTERRUPTION OF WORK

25.01 During the term of this agreement there will be no lock-out by the Employer or any strike, slowdown, work stoppage, suspension of work, either complete or partial by the Union or Employees.

ARTICLE 26 – PRESENT CONDITIONS AND BENEFITS

26.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of the Agreement. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights privileges and obligations to the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

ARTICLE 27 – BENEFIT AND BINDING

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

ARTICLE 28 – TERM OF AGREEMENT

28.01 This Agreement shall be in effect from the date of signing to October 31st, 2029. Wages shall be retroactive to October 9, 2025. The Agreement 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.

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

28.03 Retroactive Pay for Terminated Employees

An Employee who has resigned their employment between October 9, 2025, and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages provided the Employee requests the retroactivity of any increase in wages, in writing, within 30 days of the date of signing the Collective Agreement.

DATED at Dartmouth, Nova Scotia this 9th day of October, 2026.

FOR THE UNION:

Beth Vandenborgee

FOR THE EMPLOYER:

APPENDIX "A" – WAGES

				Facility Certification		% increase:	2.0%	% Increase:	2.0%	Wage Adjustment		% Increase:	1.5%	Wage Adjustment		% Increase:	1.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Oct.09-25 Hourly Rate	Oct.09-25 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
Dietary Aide	Probationary Rate	$16.6116	$34,552	$18.0723	$37,590	$18.4337	$38,342	$18.8024	$39,109	$20.8024	$43,269	$21.1144	$43,918	$21.3148	$44,335	$21.6345	$45,000
Environmental Services	Regular Rate	$16.8775	$35,105	$18.3586	$38,186	$18.7257	$38,950	$19.1003	$39,729	$21.1003	$43,889	$21.4168	$44,547	$21.6172	$44,964	$21.9415	$45,638
Laundry Aide	After 2080 hours	$17.7124	$36,842	$19.2579	$40,056	$19.6431	$40,858	$20.0359	$41,675	$22.0359	$45,835	$22.3665	$46,522	$22.5669	$46,939	$22.9054	$47,643
	After 4161 hours	$18.2426	$37,945	$19.8289	$41,244	$20.2255	$42,069	$20.6300	$42,910	$22.6300	$47,070	$22.9694	$47,776	$23.1698	$48,193	$23.5173	$48,916
	After 6243 hours	$18.7729	$39,048	$20.4000	$42,432	$20.8080	$43,281	$21.2242	$44,146	$23.2242	$48,306	$23.5725	$49,031	$23.7729	$49,448	$24.1295	$50,189

				Facility Certification		Additional Step to Scale	2.5%	% Increase:	2.0%	% Increase:	2.0%	% Increase:	1.5%	Wage Adjustment		% Increase:	1.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Oct.09-25 Hourly Rate	Oct.09-25 Approx. Annual Rate	Oct.31-25 Hourly Rate	Oct.31-25 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
Uncertified CCA	Start	$18.7288	$38,956	$20.1684	$41,950												
	After 2080 hours	$19.1059	$39,740	$20.5743	$42,795												
	After 4161 hours	$19.4824	$40,523	$20.9797	$43,638												
	After 6243 hours	$19.8459	$41,280	$21.3716	$44,453	$21.3716	$44,453	$21.7991	$45,342	$22.2350	$46,249	$22.5686	$46,943	$24.2196	$50,377	$24.5829	$51,132
	After 8323 hours	$20.2231	$42,064	$21.7775	$45,297	$21.7775	$45,297	$22.2131	$46,203	$22.6573	$47,127	$22.9972	$47,834	$24.6482	$51,268	$25.0179	$52,037
	After 10,403 hours					$22.3219	$46,430	$22.7684	$47,358	$23.2237	$48,305	$23.5721	$49,030	$25.2231	$52,464	$25.6014	$53,251

Effective October 31, 2025, the three lowest steps of the Uncertified CCA will be removed. Any Uncertified CCA, who was on those steps, will be moved to the former step four (now start).

				Facility Certification		Additional Step to Scale	2.5%	% Increase:	2.0%	% Increase:	2.0%	% Increase:	1.5%	Wage Adjustment		% Increase:	1.5%
Classification		**Expired Hourly Rate**	**Expired Approx. Annual Rate**	**Oct.09-25 Hourly Rate**	**Oct.09-25 Approx. Annual Rate**	**Oct.31-25 Hourly Rate**	**Oct.31-25 Approx. Annual Rate**	**Nov.01-25 Hourly Rate**	**Nov.01-25 Approx. Annual Rate**	**Nov.01-26 Hourly Rate**	**Nov.01-26 Approx. Annual Rate**	**Nov.01-27 Hourly Rate**	**Nov.01-27 Approx. Annual Rate**	**Nov.01-27 Hourly Rate**	**Nov.01-27 Approx. Annual Rate**	**Nov.01-28 Hourly Rate**	**Nov.01-28 Approx. Annual Rate**
Continuing Care Assistant (with course)	Start	$22.2259	$46,230	$23.9344	$49,783	$23.9344	$49,783	$24.4130	$50,779	$24.9013	$51,795	$25.2748	$52,572	$26.2843	$54,671	$26.6786	$55,491
	After 2080 hours	$22.6797	$47,174	$24.4231	$50,800	$24.4231	$50,800	$24.9116	$51,816	$25.4098	$52,852	$25.7909	$53,645	$26.8004	$55,745	$27.2024	$56,581
	After 4161 hours	$23.1426	$48,137	$24.9217	$51,837	$24.9217	$51,837	$25.4201	$52,874	$25.9285	$53,931	$26.3174	$54,740	$27.3269	$56,840	$27.7368	$57,693
	After 6243 hours	$23.6149	$49,119	$25.4301	$52,895	$25.4301	$52,895	$25.9387	$53,952	$26.4574	$55,031	$26.8543	$55,857	$27.8638	$57,957	$28.2818	$58,826
	After 8323 hours	$24.0966	$50,121	$25.9488	$53,974	$25.9488	$53,974	$26.4678	$55,053	$26.9972	$56,154	$27.4021	$56,996	$28.4116	$59,096	$28.8378	$59,983
	After 10,403 hours					$26.5975	$55,323	$27.1295	$56,429	$27.6721	$57,558	$28.0871	$58,421	$29.0966	$60,521	$29.5330	$61,429

				Facility Certification		Additional Step to Scale	2.5%	% Increase:	2.0%	% Increase:	2.0%	% Increase:	1.5%	% Increase:	1.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Oct.09-25 Hourly Rate	Oct.09-25 Approx. Annual Rate	Oct.31-25 Hourly Rate	Oct.31-25 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate	Nov.01-28 Hourly Rate	Nov.01-28 Approx. Annual Rate
Activity Aide (with diploma)	Probationary Rate	$20.9392	$43,554	$23.6905	$49,276	$23.6905	$49,276	$24.1643	$50,262	$24.6476	$51,267	$25.0173	$52,036	$25.3925	$52,816
	Regular Rate	$21.2955	$44,295	$24.0935	$50,115	$24.0935	$50,115	$24.5754	$51,117	$25.0669	$52,139	$25.4429	$52,921	$25.8246	$53,715
Activity Aide (with degree)	After 2080 hours	$21.9525	$45,661	$24.8365	$51,660	$24.8365	$51,660	$25.3333	$52,693	$25.8399	$53,747	$26.2275	$54,553	$26.6209	$55,372
	After 4161 hours	$22.6723	$47,158	$25.6508	$53,354	$25.6508	$53,354	$26.1638	$54,421	$26.6871	$55,509	$27.0874	$56,342	$27.4937	$57,187
	After 6243 hours	$23.3920	$48,655	$26.4651	$55,047	$26.4651	$55,047	$26.9944	$56,148	$27.5343	$57,271	$27.9473	$58,130	$28.3665	$59,002
	After 8323 hours	$24.1117	$50,152	$27.2793	$56,741	$27.2793	$56,741	$27.8249	$57,876	$28.3814	$59,033	$28.8071	$59,919	$29.2393	$60,818
	After 10,403 hours			$27.9614	$58,160	$27.9614	$58,160	$28.5206	$59,323	$29.0910	$60,509	$29.5274	$61,417	$29.9703	$62,338
	After 12,483 hours					$28.6604	$59,614	$29.2336	$60,806	$29.8183	$62,022	$30.2656	$62,952	$30.7196	$63,897
Physiotherapy Assistant (with diploma)	Probationary Rate	$21.1563	$44,005	$23.9358	$49,786	$23.9358	$49,786	$24.4145	$50,782	$24.9028	$51,798	$25.2763	$52,575	$25.6555	$53,363
	Regular Rate	$21.5157	$44,753	$24.3426	$50,633	$24.3426	$50,633	$24.8295	$51,645	$25.3261	$52,678	$25.7060	$53,468	$26.0916	$54,270
Physiotherapy Assistant (with degree)	After 2080 hours	$22.1413	$46,054	$25.0503	$52,105	$25.0503	$52,105	$25.5513	$53,147	$26.0623	$54,210	$26.4533	$55,023	$26.8501	$55,848
	After 4161 hours	$22.8102	$47,445	$25.8069	$53,678	$25.8069	$53,678	$26.3231	$54,752	$26.8495	$55,847	$27.2523	$56,685	$27.6610	$57,535
	After 6243 hours	$23.5927	$49,073	$26.6924	$55,520	$26.6924	$55,520	$27.2263	$56,631	$27.7708	$57,763	$28.1874	$58,630	$28.6102	$59,509
	After 8323 hours	$24.3190	$50,583	$27.5138	$57,229	$27.5138	$57,229	$28.0641	$58,373	$28.6253	$59,541	$29.0547	$60,434	$29.4905	$61,340
	After 10,403 hours			$28.2016	$58,659	$28.2016	$58,659	$28.7656	$59,833	$29.3409	$61,029	$29.7811	$61,945	$30.2278	$62,874
	After 12,483 hours					$28.9066	$60,126	$29.4848	$61,328	$30.0745	$62,555	$30.5256	$63,493	$30.9835	$64,446

General Economic Increases

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) with the Health Authority during the period between November 1, 2025 – October 31, 2029, CUPE Local 5594 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternative general % economic increase.

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 5594 shall have thirty (30) days from the date of ratification of the other agreement to accept the classification adjustment.

APPENDIX "B"

LETTER OF UNDERSTANDING

Re: Duty to Accommodate

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of their positions due to a protected ground as defined by the Human Rights Act and where accommodation requires modification to the terms and conditions of employment the parties agree to work together to consider how the Employee can be best accommodated pursuant to applicable legislation.

APPENDIX "C"

MEMORANDUM OF AGREEMENT

Re: Smoothing / Smooth weeks

Smoothing means a process whereby employees may work a variation on a traditional 40 hours per week but resulting in an equalization of hours worked over a defined period of time. During the smooth week(s) when employees work less hours, provided that the Employee had sufficient Holiday hours, the Employee shall first use eight Holiday hours and then four vacation hours needed to continue their regular bi-weekly wages. If the employee does not have sufficient Holiday hours, vacation hours may be used.

In the event that a full-time employee is on a scheduled day off during their short week and works, the employee will be paid overtime for the hours worked.

*It is understood that Holiday hours used to continue biweekly wages during the smooth week will first come from those Holiday hours banked.

APPENDIX "D"

MEMORANDUM OF AGREEMENT

Re: Supplemental Benefit Plan

If requested by the Union, the parties agree to meet prior to tendering to review the current supplemental benefit plan and also to discuss concerns and issues. The Employer will notify the Union at least three (3) months prior to the tendering of the plan. It is acknowledged by the parties that the supplemental plans do include participants other than members of this CUPE local and accordingly the parties are willing to meet with other interested parties.

APPENDIX "E"

LETTER OF UNDERSTANDING

Re: Joint Provincial Committee - WCB

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

Top Up Supplement on Benefits

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (TERB) received by WCB to the net pre accident earning.

2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.

3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

Waiting Period

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.

5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2 day period.

6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two-day waiting period.

7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.

8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in their sick leave bank and the total hours or dollars of sick time used to provide top up during their absence on WCB.

APPENDIX "F"

MEMORANDUM OF AGREEMENT

Re: Break Scheduling Trial

The parties agree that within ninety (90) days of the signing of this Collective Agreement the parties will develop a scheduling trial for meals / breaks that would reflect one (1) thirty (30) minute paid break, one (1) forty-five (45) minute paid break, and one (1) fifteen (15) minute paid break. The trial may involve a subset of the bargaining unit (e.g. a neighbourhood or floor). The parties will meet to discuss the operational impact of the break schedule. If mutually agreed in accordance with Article 16.04, the parties may agree to this scheduling model for paid breaks.

APPENDIX "G"

MEMORANDUM OF AGREEMENT

Re: Summer Vacation

Notwithstanding Article 16.14 (a), Casual and Regular Part-Time Employees will provide availability for the summer period by February 1st. no shifts granted in accordance with this MOA can be displaced as a result of availability after the February 1st date.

APPENDIX "H"

MEMORANDUM OF AGREEMENT

Re: 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 the CUPE LTC Lead 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 leave 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.

APPENDIX "I"

MEMORANDUM OF AGREEMENT

Re: Recognition for Placement

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.

APPENDIX "J"

MEMORANDUM OF AGREEMENT

Re: CCA Student Mentorship

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

a) "Student Mentor" shall mean a CCA who is assigned to supervise, educate, and evaluate Students in a recognized CCA program in a formal relationship for a pre-determined length of time. A CCA acting as a Student Mentor has an assigned responsibility and accountability for the activities and overall learning of the Student.

b) CCA 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 CCAs mentoring the Student.

d) A CCA 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 CCA who is not currently a Student Mentor may be assigned Mentorship duties when required.

e) A CCA accepted by the Employer as a Student Mentor may be removed by the Employer if the CCA is not capable of performing mentorship duties. The Employer may permit a CCA 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 CCAs who will be acting as Student Mentors. Training will be scheduled subject to operational requirements and without loss of pay to the CCA. Those CCAs accepted to act as a Student Mentor shall be given first consideration for such training if needed.

g) A CCA designated as a Student Mentor will be paid a premium of $1.50 for each hour worked with a Student as a Student Mentor.

APPENDIX "K"

MEMORANDUM OF AGREEMENT

Re: Automatic Wage Adjustment ("Me too") Unmatched Classifications

For the purposes of general economic increase automatic adjustments ("me too") the parties are agreed that every classification in long term care will be deemed to be in one of the NSH bargaining units. In the event the parties determine that the equivalent classification is not in the bargaining unit, the parties will meet to review the classifications to determine the most appropriate placement.

Similarly for the purposes of classification adjustment automatic adjustments ("me too"), if the equivalent unionized classification does not exist at the NSH, the parties will meet to review the classification and determine the closest comparator. The unmatched classification will then be entitled to the classification adjustment for the closest comparator.

If the parties are unable to determine the appropriate bargaining unit or the appropriate comparator for an unmatched classification, the matter can be referred to an Arbitrator for determination. The parties may agree to mediation to assist in resolution. The cost of the arbitration will be shared equally between the parties.

Whereas the parties recognize that LTCAs are unique to long term care, the parties agree that for the purposes of general economic increases the classification will be considered to be in the Support bargaining unit and for the purposes of classification adjustments the adjustments would be based on the Health Care Aide.