HIGHCREST
PLACE
NATIONALLY ACCREDITED CARE

CUPE·SCFP | Canadian Union of Public Employees
Syndicat canadien de la fonction publique

COLLECTIVE AGREEMENT

BETWEEN

HIGHCREST PLACE
New Glasgow, Nova Scotia

-and-

Local 2330 of the
CANADIAN UNION OF PUBLIC EMPLOYEES

Term of the Agreement:
November 1, 2023
to
October 31, 2029

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ARTICLE 1 - PREAMBLE

1.01 Preamble

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

(a) To maintain the existing harmonious relations and settle conditions of employment between the Employer and the Union;

(b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;

(c) To encourage efficiency in operation;

(d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

2.01 "Employee"

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

2.02 "Full-Time Employee"

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

2.03 "Regular Part-Time Employee"

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

2.04 "Probationary Period"

means the first five hundred and sixty (560) Hours Worked. When an employee proves unsuitable for the position, the employee's employment may be terminated at any time during the probationary period without the test of just cause.

2.05 "Casual Employee"

means a person employed by the Employer with registered availability on the call in list for day to day work or for shift assignments including to fill in positions temporarily deprived of their incumbents; to meet temporary work overload; to reduce overtime commitments; to perform work of a limited duration; or to perform special project work. The terms and benefits of this collective agreement do not apply to casual employees except as specifically provided in Appendix "C" or unless specifically referenced in a specific Article of the Collective Agreement. Casual employees shall pay union dues in accordance with this Collective Agreement.

2.06 "Temporary Vacancy "

is a vacant position for a designated period in excess of two (2) months. The Employer may require an Employee to fill at least two (2) months of the temporary vacancy before such an employee is eligible to apply for another temporary vacancy, unless the other vacancy has more hours.

2.07 "Hours Worked"

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

2.08 "Regular Hours Paid "

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

2.09 "Day"or "Holiday"

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

2.10 "Business Day"

means Monday to Friday excluding Holidays.

2.11 "Union"

means Local 2330 of the Canadian Union of Public Employees.

2.12 "Employer"

means Highcrest Place Ltd.

2.13 "Mutually Agreed" or "Mutual Agreement"

means a Temporary Agreement between an employee and the Employer.

2.14 "Mutually Agreed between the Parties"

means a Written Agreement between the Employer and the Union.

2.15 "Spouse"

means a legal marriage partner or a common law partner who has been identified to the Employer in writing as the spouse, and who has cohabited with the individual in a conjugal relationship for a period of at least one year. This includes a same-sex spouse for the purposes of this Agreement.

2.16 "Regular Hourly Rate"

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

2.17 "Date of Hire"

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

2.18 "Date of Employment"

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

2.19 "Call In List"

The call in list records the registered availability of employees, and is used to schedule casual employees with registered availability and those part-time employees who have registered availability to work extra shifts.

ARTICLE 3 - UNION RECOGNITION

3.01 Recognition of CUPE

The Employer recognizes the Canadian Union of Public Employees and its Local 2330 as the collective bargaining agent for all full time, regular part time employees and casual employees of Highcrest Place Limited carrying on business at 222 Provost Street, New Glasgow, Nova Scotia excluding the Administrator, Director of Care, Dietary Co-ordinator, Environmental Co-ordinator and Director of Recreation and Maintenance Co- ordinator, and all persons excluded by paragraphs (a) and (b) of subsection 2 of the Trade Union Act.

3.02 No Agreements Required

No Employee shall be required to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to this Collective Agreement.

3.03 Right to Representative of CUPE

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

3.04 List of Officers and Representatives

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

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

3.05 Designated Bulletin Boards

The Employer shall continue to provide a designated bulletin board for the use of the Union for Union purposes. Bulletins and notices (other than notices of the time and place of Union meetings) shall be submitted for the approval of Management before posting, which approval shall not be unreasonably withheld.

ARTICLE 4 - NO DISCRIMINATION

4.01 Human Rights Act

The Parties agree that there shall be no discrimination as established by the Nova Scotia Human Rights Act. This article shall apply to Casual Employees.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Application of the Collective Agreement

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

5.02 Rights of the Employer

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

(a) Maintain order, discipline and efficiency;

(b) To operate and manage its business and direct the work force in accordance with its responsibilities;

(c) To determine the work to be performed and establish standards, methods, procedures and schedules of operations;

(d) To determine the requirements, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge an employee including a Casual Employee.

(e) To increase or decrease the work force;

(f) To maintain work place rules and regulations to be observed by employees including Casual Employees;

g) All matters concerning the operation of the Employer's business not specifically dealt with in this Collective Agreement shall be reserved to be the Management's sole responsibility;

(h) The exercise of the foregoing rights shall not supersede the other specific provisions of the Agreement, and this clause shall not prevent the processing of grievances.

ARTICLE 6 - UNION SECURITY

6.01 New Employees

All new employees including Casual Employees shall become members of the Union after the completion of the probationary period as defined in **Article 2.04.**

6.02 Acquaint New Employees

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

6.03 Copy of Agreement

New employees including Casual Employees shall be presented with a copy of the Collective Agreement, on commencement of the employment. The Employer agrees to pay 50% of the costs, in the printing of copies of the Collective Agreement to a maximum of $200.00.

6.04 Orientation Period

Newly hired employees including Casual Employees shall be subject to an orientation period.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Deduction of Dues

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

7.02 Submission of Dues

Dues deductions shall be forwarded to the Secretary-Treasurer of Local 2330 no later than the 15th day of the month following, accompanied by a list of the names of the employees including Casual Employees from whose earnings the deductions were made.

7.03 Annual Statement

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

7.04 Employer Indemnity

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

7.05 Limitation of Deduction

Union dues shall be deducted once the employee including Casual Employees has completed the probationary period.

7.06 Personal Information

(a) Employees shall be required to provide up to date personal information to the Employer including current name, address, telephone number, E-mail addresses and shall indicate in writing to the Employer their consent for the Employer to disclose the information.

(b) There is an implied consent of employees that the employer shall provide the Union upon request with the current name of each bargaining unit member, mailing address, phone number, E-mail addresses, classification and appointment status. Where an employee withdraws consent, they shall advise the employer in writing.

(c) Employees shall be required to provide up to date vulnerable sector criminal background checks every five (5) years unless provincial standards dictate otherwise. Within 30 days of its occurrence, employees shall be required to disclose to the Employer any criminal convictions incurred during the term of their employment.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Right of the Employer to Discipline

(a) The Union recognizes the Employer's right to discipline, suspend or discharge an employee where necessary. Except as provided in Appendix "C" regarding Casual Employees, no employee who has completed the probationary period shall be disciplined, suspended or discharged except for just cause. Discharge of a Casual Employee due to their proper removal from the Call In List in accordance with the Appendix "C" sections 3.01(d) or 3.02 *(APPENDIX "C" - CASUAL EMPLOYEES)*, shall be considered to be "just cause" for the purposes of this article.

(b) When an employee including Casual Employees is disciplined, suspended or discharged, the employee shall be notified that they have the right to have a steward present at the meeting where the discipline is being invoked. Both the employee being disciplined, and the Union Shop Steward shall be provided with the letter of discipline, at the meeting.

8.02 Dismissal of Probationary Employee

Employees including Casual Employees who have not completed their probationary period are excluded from the bargaining unit and may be terminated at any time during the probationary period without recourse to any union representation or grievance processes.

8.03 Right to Union Representation

An employee, including Casual Employees, has the right to have a Steward present at any discussion or meeting with the Employer which is of a disciplinary nature. The Employer shall notify the employee, including Casual Employees, in advance, that disciplinary action is being considered in order that the employee can notify a Steward.

8.04 Warning Letters

When a warning, disciplinary or discharge letter, is given to a member of the union including Casual Employees, a copy of the letter will also be sent to the union.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Grievance Defined

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

9.02 Grievance Procedure

The procedure for processing any grievance shall be as follows:

Step 1

When an employee, including Casual Employees, has a grievance, the Employee, including the Casual Employees shall, within five (5) business days of the discovery or occurrence of the incident giving rise to the grievance, discuss the grievance with the Director or designated Coordinator, who shall provide the Employee, including the Casual Employees, with an answer within five (5) business days.

Step 2

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

Step 3

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

9.03 Union Grievance

(a) The Union shall have the right to originate a grievance on behalf of an employee or group of employees in the manner provided in the Grievance Procedure.

(b) A grievance related to a group of employees or related to policy, suspension, discharge, layoff or recall filed within five (5) business days of the discovery or occurrence of the incident giving rise to the grievance may by-pass Step 1 and may be submitted at Step 2 of the grievance process.

9.04 Grievance by the Employer

Any grievance of the Employer shall be referred in writing to the Union within five (5) business days of the occurrence of the circumstances giving rise to the grievance and the Union shall meet within two (2) business days thereafter with the Administrator to consider the grievance. If final settlement of the grievance is not completed within five (5) business days of such meeting, the Employer may submit the grievance to arbitration by giving notice to the Union within five (5) business days thereafter.

9.05 Right to Union Representation

(a) An employee, including Casual Employees, has a right to have a Union Representative present at any time a grievance or disciplinary matter relating to the Employees is discussed.

(b) After a grievance has been filed at Step 2, the Employer shall not negotiate the grievance with the aggrieved employee including Casual Employees without consent of the Union.

9.06 Time Limits Arbitrary

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

9.07 No Arbitration except through Procedure

(a) All grievances shall be indicated promptly to the other in writing.

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

9.08 Duties of Union Stewards

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

ARTICLE 10 - ARBITRATION

10.01 Single Arbitrator unless Agreement for Board

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

10.02 Selection of the Arbitration Board

The Arbitration Board shall be selected as follows:

(a) within ten (10) days of the receipt of the notice of arbitration, the Employer and the Union shall each appoint a member of the Arbitration Board and shall advise the other party of the appointee.

(b) the two appointees shall, within ten (10) business days agree on the third member for the Board and that person shall be the chairperson.

(c) If the Employer or the Union failed to appoint a nominee, or if the two nominees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either Party.

10.03 Selection of a Single Arbitrator

If the Employer and the Union agree that the grievance is to be heard by a single Arbitrator, the Arbitrator shall be selected within ten (10) business days of the receipt of the notice of arbitration. In the event of failure to agree, the Minister of Labour of the Province of Nova Scotia may, upon the application of either Party, appoint an Arbitrator.

10.04 Rendering Arbitration Decision

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

10.05 Powers of Arbitrator or Board of Arbitration

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

10.06 Arbitration Fees

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

ARTICLE 11 - HOURS OF WORK

11.01 Regular Hours of Work for Full-Time Employees

The regular hours of work for Full-Time employees shall consist of a combination of defined shifts that averages eighty (80) hours bi-weekly.

11.02 Rest Breaks

(a) Each four (4) hours worked shall include one (1) fifteen (15) minute rest period.

(b) In recognition of the Nursing staff being required to attend work ten (10) minutes prior to the start of their shift they shall be entitled to twenty (20) minute rest breaks.

11.03 Meal Breaks

Employees working at least an eight hour shift shall also be provided with at least one (1) meal break calculated on the basis of fifteen (15) minutes for each (4) hours worked.

11.04 Work Week

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

11.05 Consecutive Work Days

No employee will be required to work more than six (6) regularly scheduled consecutive days or more than forty-eight (48) hours without a rest period of at least one (1) day unless mutually agreed. Based on operational requirements, the Employer will make a reasonable effort to schedule consecutive days off.

11.06 Scheduling Hours of Work

(a) The Hours of work shall be posted four (4) weeks in advance of the schedule to be worked.

(b) The schedule will cover a period of not less than two (2) weeks nor more than four (4) weeks with the exception of the schedule covering summer season which shall normally be posted by May 31 and with the exception of the schedule covering the Christmas season which shall normally be posted by November 15.

(c) At least two weeks before the schedule is due to be posted, an employee may request in writing specific days off and the request shall be granted where operationally possible.

(d) It shall be permissible for two Employees to exchange their shifts or days off with the written consent of the Employer.

(e) The Employer shall not be penalized or be required to incur additional costs or risk overtime liabilities by the arrangements set out in 11.06 (c) and (d) above.

11.07 Off Hours between Shifts

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

11.08 Emergency Double Shifts

When an employee has to work a double shift in an emergency, that employee may have the next adjacent scheduled day off, provided the Employer has adequate staff to accommodate the request.

11.09 Changes to Daylight Savings Time

When Standard Time changes to Daylight Saving Time or vice-versa, Employees will be paid for the hours actually worked and such time shall not constitute overtime.

11.10 Standard Shifts

(a) Standard shifts for full-time employees shall not normally be less than eight (8) hours and not more than twelve (12) hours.

(b) Standard shifts for regular part-time employees shall not normally be less than four (4) hours.

(c) There shall no split shifts except where mutually agreed between the parties.

11.11 Scheduling Available Shifts

Regular part-time employees with registered availability to work additional shifts shall have priority consideration for available shifts.

11.12 Christmas Scheduling

Based on operational considerations, for employees normally scheduled twelve (12) hour shifts, the Employer shall endeavour to maintain the practice of scheduling eight (8) hour shifts for the shifts beginning on December 24th, 25th, 26th.

11.13 Leave for Storm or Hazardous Conditions

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

(a) take the absent time as unpaid; or

(b) deduct the absent time from accumulated overtime, holiday time or vacation; or

(c) when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

ARTICLE 12 - OVERTIME AND CALL-OUT

12.01 Overtime Defined

(a) An employee is entitled to be compensated for overtime worked at the rate of (1.5X) time and one half of the regular hourly rate where the Employer requires that:

i) a full-time employee works in excess of the Regular Hours of Work set out in Article 11.01; or

ii) a full-time employee works in excess of the full-time employee's scheduled shift for that day; or

iii) a part-time employee works in excess of the part-time employee's scheduled shift for that day where that scheduled shift is at least an eight (8) hour shift..

(b) Notwithstanding paragraph (a), overtime shall not be claimed or paid for less than fifteen (15) minutes at the end of a shift, but if overtime exceeds fifteen (15) minutes, the overtime rates shall apply for the total overtime worked.

(c) Except in extenuating circumstances all overtime must be authorized by the Employer.

12.02 Payment of Overtime

Overtime shall be paid on the pay period of its occurrence.

12.03 Call Back Guarantee

(a) When an Employee is required to report back to work on the same day after leaving the premises of the Employer following completion of a shift, but before the commencement of the Employee's next shift, the Employee shall be paid a minimum of four (4) hours at straight time rates for the extra time worked or time and one-half for all overtime worked, whichever is greater.

(b) **Article 12.03 (a)** shall not apply to a part-time employee who agrees to work additional shifts unless the time worked in a two (2) week period is in excess of Regular Hours of Work set out in **Article 11.01.**

ARTICLE 13 - HOLIDAYS

13.01 Holidays for Full-Time Employees

The Employer recognizes the following as holidays:

New Year's Day	Christmas Day
Boxing Day	Heritage Day
Good Friday	Victoria Day
July 1st	August Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Truth & Reconciliation Day

13.02 Holiday Pay

(a) Paid holiday leave credits shall be earned by an employee on the basis of regular hours paid.

(b) An employee shall accumulate entitlement on the basis of one (1) hour of holiday credit for each 21.67 regular hours paid to a maximum accrual of ninety- six (96) hours of holiday credits in a fiscal year period.

(c) Employees required to work on any of the foregoing recognized holidays, may request to be scheduled a banked holiday on an alternate day mutually agreed.

13.03 Hours Worked during Holidays

(a) Employees required to work on the foregoing recognized holidays shall be paid at the rate of time and one-half (1.5 x).

(b) Employees required to work on any of the foregoing recognized holidays, shall be scheduled the holiday with pay provided in **Article 13.02** on an alternate day mutually agreed.

(c) Employees required to work overtime in excess of their regularly scheduled shift on a holiday shall receive overtime compensation at the rate of double times (2X) their normal hourly rate of pay.

13.04 Christmas and New Years Day

Where operationally possible, an Employee shall have either Christmas or New Year's Day off unless otherwise mutually agreed.

13.05 Accumulation of Holidays

Employees shall be allowed to accumulate a maximum of six (6) holidays *(48 hours)* for use at a later time, such time to be scheduled by mutual agreement between the Employer and the employee.

ARTICLE 14 - VACATIONS

14.01 Vacation Accrual

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

(a) Effective the date of employment:

i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each twenty-five (25) regular hours paid.

ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule two (2) weeks of uninterrupted vacation time off.

(b) After five (5) years of service:

i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 16.666 regular hours paid.

ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule three (3) weeks of uninterrupted vacation time off.

(c) After fifteen (15) years of service:

i) vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 12.5 regular hours paid.

ii) with sufficient vacation pay credits, the Employee shall be entitled to schedule four (4) weeks of uninterrupted vacation time off.

14.02 Vacation Scheduling

(a) The vacation year will be from May 1 to April 30 the following year.

(b) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed.

(c) No vacations will be scheduled between December 20th and January 5th unless the Employer can allow an employee to be away, keeping in mind the proper operation of the Facility.

(d) No vacation of longer than two (2) weeks shall be taken between June 15 and September 15, unless there is vacation time remaining in that period and operational requirements can be met and staff is available.

(e) Employees shall submit the vacations requested by March 31st of each year.

(f) The vacation schedule shall be posted by May 31st of each year.

(g) Vacations will be distributed as equitably as possible among Employees. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of seniority.

(h) After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered to Employees on a first-come, first-served basis.

14.03 Vacation Carry Over

Vacation should be taken in the year in which it becomes owing to the Employee and shall not be carried over from one year to another unless permitted by the Employer due to extenuating circumstances, i.e. such as serious illness, approved leave of absence.

14.04 Recall from Vacation

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

14.05 Hospitalization during Vacations

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

ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE

15.01 Pregnancy / Parental / Adoption Leave

(a) Pregnancy, Parental and Adoption Leave shall be in accordance with the Pregnancy Leave and Parental Leave section (Section 59) of the Labour Standards Act of Nova Scotia (Chapter 246 of the Revised Statutes 1989).

(b) Service and Seniority Continuation

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

ii) Notwithstanding the above, for the purpose of benefit calculations, the weeks on Pregnancy Leave shall be considered time worked. Benefits include vacations, holidays and sick leave accumulations. For the sake of clarity, time spent on parental or adoption leave shall not be considered time worked and employees shall not accrue benefits during those leaves.

(c) Group Benefit Plan Continuation

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

ii) Notwithstanding the above, if an employee chooses to continue to participate in the Pension Plan, the Employer and the employee will make contributions as required by the Plan during the weeks of Pregnancy Leave.

15.02 No Termination

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

15.03 Pregnancy/Parental Leave Deferral

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

15.04 Return to Work

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

15.05 Day of Birth or Adoption

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

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined

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

(b) Sick leave with pay is an indemnity benefit and not an acquired right. Regular attendance is an integral part of an Employee's responsibilities. Absenteeism on the part of any Employee may therefore be reviewed in terms of its effects and/or in terms of its cause. Absences determined to be culpable including but not limited to established patterns of absences or absences on denied days off will be subject to discipline up to and including dismissal.

(c) An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.

16.02 Annual Paid Sick Leave

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

16.03 Maximum Accumulation of Sick Leave

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

16.04 Proof of Illness

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

16.05 Sick Leave Records

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

16.06 Personal Preventative Days

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

16.07 Report of Injury on Duty

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

16.08 Regular Attendance at Work

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

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Immediate Family Defined

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

17.02 Day of Death in Immediate Family

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

17.03 Immediate Family

If a death occurs in the immediate family of an employee, the Employee shall be granted five (5) consecutive days bereavement leave without loss of regular pay commencing on the calendar day following the day of the death of the family member. The Employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.

17.04 Bereavement Leave during Leave of Absence

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

17.05 Bereavement Leave during Sick Leave

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

17.06 Bereavement Leave during Vacation

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

17.07 Funeral of a Relative

One day of bereavement leave without loss of regular pay on the calendar date of the funeral shall be granted in the event of a death of a brother-in-law, sister-in-law, aunt or uncle of an employee.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Application for Leaves of Absences

Employees shall apply in writing for all leaves of absence and the Employer shall respond in writing to the employee.

18.02 Leave of Absence for Union Business

(a) Upon the request of the Union and subject to reasonable advance written notice being given and subject to the requirements of the Employer, up to two (2) employees may receive leave of absence without pay to attend to legitimate local union business, and up to two (2) employees may receive leave of absence without pay to attend collective bargaining. Such request shall not be unreasonably withheld.

(b) If requested in writing, the Employer will continue to pay the Employee's wages and benefits and bill the costs of this to the Union for reimbursement.

18.03 Personal Leave of Absence Without Pay

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

18.04 Leave of Absence for Education

(a) The Employer may grant an Educational Leave without pay to a maximum of one (1) year to employees who have been employed for a minimum of (1) one year.

(b) During such leave, the employee shall retain their seniority and shall retain their service accrued prior to the leave but shall not accrue further service or be entitled to the other benefits of this agreement during the period of the leave.

(c) Upon return from an Education Leave of absence, the employee shall return to their former or equivalent position.

18.05 Court Leave of Absence

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

(a) to serve on a jury; or

(b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:

(i) in or under the authority of a court; or

(ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

18.06 Deductions of Court Fees

Any Employee given leave of absence without loss of pay to serve pursuant to **Article 18.05** shall redirect to the Employer the amount of the fees the Employee receives for such duty except travel pay and meal allowance.

ARTICLE 19 - SENIORITY

19.01 Seniority Defined

(a) Seniority for employees shall be the date of hire into a bargaining unit position with the Employer.

(b) Seniority shall operate on a bargaining unit basis.

(c) When two or more persons have the same date of hire, seniority will be established in the order in which they were hired.

(d) For the purpose of **Article 19.01 (a)** date of hire into a bargaining unit position shall mean date of employment with the Employer prior to the Union certification date.

19.02 Seniority Roster

A seniority roster of all employees covered by this Agreement showing name, classification and seniority shall be revised and posted in January of each year and shall remain posted with a copy sent to the Union. A thirty (30) day protest period shall follow such posting. Upon presentation or proof of error by an employee, or the Union, or the Employer, the seniority roster shall be corrected. Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

19.03 Loss of Seniority

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

i) The Employee resigns the service of the Employer and does not withdraw their resignation within 48 hours; or

ii) The Employee is discharged and is not reinstated through the grievance and/or arbitration procedure; or

iii) The Employee is laid off for a period of eighteen (18) months if the affected employee notifies the Employer of a desire to return every six (6) months; or

iv) having been laid off, the Employee fails to return to work within fourteen (14) days of being recalled.

v) the employee retires.

19.04 Transfer of Position outside of the Bargaining Unit

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

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

ARTICLE 20 - PROMOTIONS AND STAFF CHANGES

20.01 Posting Vacancies

(a) A notice shall be posted where the Employer determines that:

i) A regular vacancy exists; or

ii) A new position is created; or

iii) A temporary vacancy exists as a result of a leave of absence of two (2) months or more;

(b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.

20.02 Notice of Posting

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

20.03 Outside Applications

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

20.04 Vacancies and Promotions

(a) In the selection of applicants for vacant positions, primary consideration shall be given to skills, ability and qualifications to perform the required duties. If skills, ability and qualifications are reasonably equal, seniority shall prevail. Every effort will be made to fill vacancies or new positions with the existing staff.

(b) The Employer shall have a right to fill a vacant position on an interim basis until the position is filled in accordance with **Article 20.01.**

20.05 Trial Period

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

20.06 Appointment to a Vacant Position

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

20.07 Staff Development

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

20.08 Reverting to Former Position

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

20.09 Diversity

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

(b) Vacancies and positions referred to in Article 20 may be designated as only being eligible to applicants from one or more under-represented groups in the workforce.

(Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression). The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the designated under-represented group will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be re-posted in accordance with Article 20.

ARTICLE 21 - NEW CLASSIFICATIONS

21.01 New Classification

(a) Should a new classification be created within the bargaining unit as set out in Appendix "A', during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein prevents the Employer from filling such position and once the rate is determined the retroactivity shall be paid to the Employee from the initial date of the appointment.

(b) The employer shall provide job descriptions for all positions and classifications, for which the union is the bargaining agent.

ARTICLE 22 - SAFETY, HEALTH AND WELFARE

22.01 Promotion of Health & Safety and Prevention of Accidents

The Employer shall make reasonable provisions for the safety and health of Employees during their hours of employment. The Employer and the Union shall co-operate fully towards the prevention of accidents and the reasonable promotion of safety and health. The Employer shall follow and work closely with the new Occupational Health and Safety Act and will schedule regular Health and Safety meetings. Those Employees from the bargaining unit who attend these meetings shall not suffer any loss of pay or shall be paid in accordance with the Act.

22.02 Representation on the Committee

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

22.03 Frequency of Meetings

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

22.04 Minutes of Meetings

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

22.05 Worker's Compensation

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

(b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35%, Dental 50%/50% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of the WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

(c) The employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

(d) The employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.

(e) The employee shall not accrue any other benefits while on Workers' Compensation.

22.06 Workplace Violence

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

22.07 Domestic Violence

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

ARTICLE 23 - PAYMENT OF WAGES

23.01 Pay Days

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

23.02 Shift Premium

Employees shall receive a shift premium of $4.00 for hours worked between 1900 hours and 0700 hours, including overtime hours worked.

23.03 Weekend Premium

Employees shall receive a weekend premium of $ 4.00 for hours worked between midnight Friday and midnight Sunday, including overtime hours worked.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

24.01 Assignment to a Lower Classification

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

24.02 Assignment to a Higher Classification

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

ARTICLE 25 - CLOTHING

25.01 Damaged Personal Effects

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

ARTICLE 26 - PENSION AND GROUP BENEFITS

26.01 Pension Plan

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

26.02 Group Health and Benefits Plans

(a) The Group Medical now in effect, will continue to be in effect. The Employer shall contribute 65% and the employee shall contribute 35% of the premiums of for the Group Medical Plan.

(b) The Group Life Insurance and AD&D now in effect, will continue to be in effect. The Employer shall also offer a Dental Plan. Participation in the Dental Plan is mandatory for all employees, except where satisfactory proof of coverage under a spouse plan is provided. The Employer shall contribute 50% and the employee shall contribute 50% of the premiums of the Group Life Insurance Plan, the Accidental Death and Dismemberment Plan and the Dental Plan.

(c) In addition to the Group Life Insurance referred to in 26.02 (b) above, and subject to the availability under existing plans, Employees will be allowed to purchase at their cost, standard Term Life Insurance on an optional basis.

(d) While an employee is on extended leave and a temporary vacancy exists as defined in article 2.06, if eligible, the Employer shall permit the Employee to continue participation in the Group Benefit Plans. In such case, the Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining coverage for which the Employee is eligible during the period of leave. Any arrears will result in the immediate cancellation of the employee's participation in the Group Benefit Plan.

26.03 Meal Allowance

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

ARTICLE 27 - JOB SECURITY

27.01 Restrictions on Contracting Out

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

ARTICLE 28 - PERSONNEL RECORDS

28.01 Performance Appraisal Program

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

28.02 Review of Personnel File

Upon request and twenty-four (24) hours (Monday to Friday) notice, an employee shall be permitted to view the Employee's personnel file, with the exception of confidential information from a previous Employer.

28.03 Introduction of Evidence

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

28.04 Copies of Personnel Record

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

28.05 Purging Employee Files

An employee who has been subject to disciplinary action other than suspension may, after twenty (20) months of continuous service 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 (20) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

ARTICLE 29 - RETROACTIVE PAY

29.01 Retroactivity of Pay

Retroactivity of pay shall only apply to employees including casual employees, for the salary adjustments on the dates set out in Appendix "A", annexed hereto. Employees including casual employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer notice within 30 days of the date of signing of this agreement.

29.02 No Retroactivity of Other Provisions

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

ARTICLE 30 - UNION MANAGEMENT COMMITTEE

30.01 Union Management Committee

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

30.02 Frequency of Meetings

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

30.03 Jurisdiction of Committee

(a) Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.

(b) The Union Management Consultation Committee shall meet to discuss matters of concern between the Parties which may include the following:

Staffing	Orientation	Workload
Scheduling	Transfers	Reassignment

Scheduling difficulties created by short and long-term absences
Layoffs

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

(d) Minutes are to be drafted by the person appointed to act as secretary to the committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting. The committee shall be responsible for:

i) defining problems; and

ii) developing viable solutions to such problems; and

iii) recommending the proposed solutions to the appropriate Employer authority.

30.04 No Loss of Pay

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

ARTICLE 31 - NO STRIKE OR LOCKOUT

31.01 No Strike, Work Stoppage, or Slowdown

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

ARTICLE 32 - LAYOFF AND RECALL

32.01 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.

32.02 Advanced Notice of Layoff

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

(b) A copy of the lay off notice shall be sent to the Union.

32.03 Layoff Procedure

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

32.04 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.

32.05 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.

ARTICLE 33 - DURATION AND TERMINATION OF AGREEMENT

33.01 Agreement Shall be Binding

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

33.02 Changes by Mutual Agreement

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

33.03 Notices in Accordance with the Agreement

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

(a) If given by the Employer, it must be served either by personal service or registered mail upon the President of the Union.

(b) If given by the Union, it must be served either by personal service or registered mail upon the Employer.

Signed this 21 day of October, 2026.

FOR THE UNION:

Betty Best

FOR THE EMPLOYER:

Alan Caldwell

Appendix "A"

(Hourly Rate Annual divided by 2080)

Dietary Worker / Environmental Services

		Expired	01-Nov-23	01-Nov-23	01-Apr-24	01-Nov-24	01-Nov-25	01-Nov-26	01-Nov-27	01-Nov-27	01-Nov-27	01-Nov-28
	Rate		3.0%	2.5%	$20.00 Adj.	2.0%	2.0%	2.0%	$2.00 Adj.	1.5%	Adj. to +$5	1.5%
PROBATIONARY	Annual	38,430	39,583	40,572	40,941	41,760	42,595	43,447	47,607	48,321	48,738	49,470
	Hourly	$18.48	$19.03	$19.51	$19.68	$20.08	$20.48	$20.89	$22.89	$23.23	$23.43	$23.78
REGULAR	Annual	39,049	40,220	41,226	41,600	42,432	43,281	44,146	48,306	49,031	49,449	50,190
	Hourly	$18.77	$19.34	$19.82	$20.00	$20.40	$20.81	$21.22	$23.22	$23.57	$23.77	$24.13

Cook / Cook's Helper

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

Journeyman Cook

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

Residential Care Assistant without CCA certificate

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

Appendix "A"

(Hourly Rate Annual divided by 2080)

Residential Care Assistant with CCA certificate

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

LTCA (Long Term Care Assistants)

		Expired	1-Nov-23	1-Nov-23	1-Apr-24	01-Nov-24	01-Nov-25	01-Nov-26	01-Nov-27	01-Nov-27	01-Nov-27	01-Nov-28
	Rate		3.0%	2.5%	$20.00 Adj.	2.0%	2.0%	2.0%	$2.00 Adj.	1.5%	Adj. to +$5	1.5%
PROBATIONARY	Annual	34,933	35,981	36,880	40,893	41,760	42,595	43,447	47,607	48,321	48,738	49,470
	Hourly	$16.79	$17.30	$17.73	$19.66	$20.08	$20.48	$20.89	$22.89	$23.23	$23.43	$23.78
REGULAR	Annual	35,537	36,603	37,518	41,600	42,432	43,281	44,146	48,306	49,031	49,449	50,190
	Hourly	$17.09	$17.60	$18.04	$20.00	$20.40	$20.81	$21.22	$23.22	$23.57	$23.77	$24.13

APPENDIX "B" - COMMON TERMS OF SETTLEMENT

The following issues have previously been agreed to as part of the lead table process and will be applicable to all CUPE collective agreements in the nursing home sector.

ITEM 1: REQUIRED EDUCATION

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

2) 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.

3) If the Employer permits, an employee may bank the hours earned in paragraph 2. Any banked hours shall be taken at a mutually agreed time.

4) 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.

ITEM 2: GUIDELINES FOR WCB SUPPLEMENT FROM SICK LEAVE

A joint provincial committee created according to the expired Collective Agreement developed guidelines for a common application of the top-up while in receipt of WCB benefits under the existing Collective Agreement language. The following are the committee 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 (herein after referred to as "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 entitlement 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. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the 2 days, the Employer will adjust the payment entitlements in accordance with the Collective Agreement.

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 accrual 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 accrued sick leave bank and the total hours or dollars of sick time used to provide top up during the employee's absence on WCB.

ITEM 3: RECOGNITION FOR PLACEMENT ON INCREMENT SCALE

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

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

ITEM 4: AUTOMATIC WAGE ADJUSTMENT MOA ("ME TOO")

In the event that the same unionized classification employed within the Nova Scotia Health Authority receive a greater general % for economic increase negotiated into a collective agreement(s) Health Authority during the period between November 1, 2025 – October 31, 2029, CUPE Local 2330 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternative general % economic increase.

ITEM 5: 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 2330 shall have thirty (30) days from the date of ratification of the other agreement to accept the classification adjustment.

ITEM 6: AUTOMATIC WAGE ADJUSTMENT MOA ("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.

Signed this 21 day of October, 2026.

FOR THE UNION:

Betty Bust

FOR THE EMPLOYER:

Allan Caldwell

APPENDIX "C" - CASUAL EMPLOYEES

THIS MEMORANDUM OF AGREEMENT (hereinafter called the "Appendix "C" - Casual Employees);

BETWEEN: **HIGHCREST PLACE LTD**
(hereinafter referred to as **"the Employer"**)

AND: **Local 2330 of the Canadian Union of Public Employees (CUPE)**
(hereinafter referred to as **"the Union"**)

WHEREAS the Union and the Employer have entered into a Collective Agreement;

AND WHEREAS the Union and the Employer wish to establish distinct provisions for Casual Employees distinguished from the collective agreement provisions which applies to Full-Time and Regular Part-Time employees;

NOW THEREFORE the parties agree as follows:

SECTION 1 - WAGES & BENEFITS

1.01 Rate of Pay
Casual Employees shall be paid the probationary hourly rate of pay for the classification during the probationary period, and then the regular rate for the classification as per Appendix "A".

1.02 Benefits In-Lieu Compensation
In lieu of benefits, Casual Employees shall be compensated with a supplementary payment as follows:

(a) upon hire, an amount equal to eight (8%) percent of their earnings in each bi weekly period. This payment will represent four (4%) percent for vacation and four (4%) percent for all other benefits including holidays; or

(b) after having accrued six thousand accumulated hours of work since their date of hire, an amount equal to ten (10%) percent of their earnings in each bi weekly period. This payment will represent six (6%) percent for vacation and four (4%) percent for all other benefits including holidays.

1.03 Pay Premiums
Casual Employees shall be entitled to Shift, Weekend and Charge Premiums as defined in the Collective Agreement.

1.04 Holidays

Casual Employees that required to work on the Employer recognized holidays shall be paid at the rate of time and one half (1.5 x) their regular rate of pay.

1.05 Workers' Compensation Act

For the purpose of a compensated leave under the Workers' Compensation Act, or for the purpose of a statutory entitlement for other leaves (Pregnancy, Parental or Compassionate Leave), a Casual Employee's entitlements shall be determined in accordance with the statutory requirements.

SECTION 2 - SCHEDULING

2.01 Assignment of Shifts

Subject to this Section, the assignment of Casual Employees for available shifts shall be on the basis of availability and assigned at the Employer's discretion.

2.02 Notice of Assignments

Casual Workers may be assigned to work without advance notice and there shall be no financial penalty on the Employer.

2.03 Cancelled Assignments

Casual Workers may have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual Worker shall be paid or provided with work for the lesser of either the scheduled shift or for (4) hours.

2.04 Client Continuity Factors

In making shift assignments, the employer may consider the following client continuity defined as the continuity of services to residents by striving to assign the entirety of an available assignment to a single employee to enhance client continuity.

2.05 Available Shifts before Schedule is Posted

In the event the Employer is aware of an available shift prior to posting the schedule in accordance with Article 11.06 of the Collective Agreement, the Employer shall assign one or more available employees as required to fill the shift assignment on a rotational basis subject to client continuity factors.

2.06 Available Shifts after Schedule is Posted

In the event the Employer is aware of an available shift after posting the schedule in accordance with Article 11.06 of the Collective Agreement, the employer will either assign one or more available employees as required to fill the shift assignment on a rotational basis subject to client continuity factors or post notifications for all available employees through electronic media measures or internal communication measures and the shift assignment shall be awarded on a 'first come' basis subject to client continuity factors.

SECTION 3 - AVAILABILITY

3.01 Registered Availability

(a) Casual Employees shall confirm to the Employer in writing the extent of their availability for shifts in accordance with Employer policy.

(b) Casual Employees who have indicated an availability to work, may be assigned shifts in accordance with operational or Employer licensing requirements.

(c) Where the availability status of a Casual Employee changes from that previously accepted by the Employer, the Casual Employee must indicate the extent of the change in availability in writing to the Employer. Such change requires the approval of the Employer. Such Approval shall not be unreasonably denied.

(d) Notwithstanding paragraph (a), (b) and (c) above, a casual employee who has refused shifts without justification for three consecutive occasions in a twelve (12) month period shall be removed from the call in list.

3.02 Removal from Call-in List

In the event that a Casual Employee does not work any shifts for a period of six (6) months excluding approved periods of unavailability, such Employee may be removed from the call-in list.

SECTION 4: CASUAL SENIORITY

4.01 Bargaining Unit Seniority

A casual employee shall not accumulate any bargaining unit seniority as defined in Article 19 of the Collective Agreement.

4.02 Casual Seniority

A record as to the hours worked by a Casual Employee shall be maintained by the Employer and shall constitute the Casual Seniority List. The list shall be made available to the Union. When any employee is removed from the call-in list, their seniority on the Casual Seniority list shall be removed.

4.03 Workers' Compensation Act

During a compensated leave under the Workers' Compensation Act, or for the purpose of a Pregnancy or Parental Leave as defined in paragraph 15.01(b)(i) of the Collective Agreement, Casual Seniority shall accrue to a casual employee on a pro-rated basis, calculated based on the ratio of hours worked by the Casual employee in the prior twelve month period to full time hours (2080).

4.04 Posted Vacancies

The Employer shall refer to the Casual Seniority as the paramount factor where two or more Casual Employees are deemed relatively equal in skills, abilities, qualifications for appointments to temporary vacancies or regular vacancies. In such case the Casual Employees with the greater Casual Seniority will be given preference.

4.05 Limited Application of Casual Seniority

Casual Seniority shall only apply to the Casual Employee in accordance with the terms of Section 4.04 of this Appendix "C".

SECTION 5 - COLLECTIVE AGREEMENT APPLICATION

5.01 Restricted Application of the Collective Agreement

The provisions of the Collective Agreement do not apply to the Casual Employees except as specifically provided in the Agreement. Such provisions are noted in the text of the Article.

Signed this 21 day of October, 2026.

FOR THE UNION:

Betty Bust

FOR THE EMPLOYER:

Allan Caldwell

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

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

(a) Within 90 days of the ratification of this Collective Agreement, the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.

(b) The committee will be composed of equal Employer and Union representation of at 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.

Signed this 21 day of October, **2026.**

FOR THE UNION:

Betty Bust

FOR THE EMPLOYER:

Alan Caldwell

MEMORANDUM OF AGREEMENT
Domestic Violence Leave

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

For clarity:

i. Such Employee is entitled to ten (10) days leave to attend to matters directly related to the domestic violence. Five (5) of those days are paid leave and five (5) are unpaid leave. The 10 days may be taken continuously or intermittently.

ii. Such Employee is entitled to a continuous unpaid leave of sixteen (16) weeks to attend to matters directly related to the domestic violence, and shall be returned to their regular position at the end of the leave. The Employee will provide as much notice as reasonably possible of their leave.

iii. The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.

iv. The Employer may require documentation to justify the purpose of the leave.

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

Signed this 21 day of October, **2026.**

FOR THE UNION:

Betty Bust

FOR THE EMPLOYER:

Alan Caldwell

MEMORANDUM OF AGREEMENT
Residential Care Assistant Student Mentorship

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

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

b) Residential Care Assistant Student Mentors will be informed in writing of their responsibilities in relation to these Students and will be provided with appropriate training as determined by the Employer.

c) Any relevant information that is provided to the Employer by the educational institution with respect to skill level of Student will be made available to the Residential Care Assistants mentoring the Student.

d) A Residential Care Assistant who is interested in acting as a Student Mentor will identify their interest to the Employer and may be approved by the Employer. However, depending on need, a Residential Care Assistant who is not currently a Student Mentor may be assigned Mentorship duties when required.

e) A Residential Care Assistant accepted by the Employer as a Student Mentor may be removed by the Employer if the Residential Care Assistant is not capable of performing mentorship duties. The Employer may permit a Residential Care Assistant to opt out of a mentorship assignment if it is determined that the relationship is not beneficial to both parties.

f) The Employer will endeavor to provide Student Mentorship training to interested Residential Care Assistants who will be acting as Student Mentors. Training will be scheduled subject to operational requirements and without loss of pay to the Residential Care Assistant . Those Residential Care Assistants accepted to act as a Student Mentor shall be given first consideration for such training if needed.

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

Signed this 21 day of October, **2026.**

FOR THE UNION:

Betty Bust

FOR THE EMPLOYER:

Alan Caldwell