

MEMORANDUM OF AGREEMENT

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BETWEEN: **GLEN HAVEN MANOR CORPORATION**
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2330
(hereinafter referred to as "the Union")

WHEREAS the parties agree to trial this new process for a period of six months, commencing November 7, 2020, subject to extension upon agreement of both parties;

AND WHEREAS the parties agree that the Employer or the Union may terminate this MOA prematurely at any time, in its sole discretion;

AND WHEREAS the parties agree that the Employer has the sole discretion to determine the level of staffing required to meet operational needs for shifts, or portions thereof;

NOW THEREFORE the parties agree as follows:

1. That, in the event the Employer determines they do not have sufficient staff in any classification scheduled to meet operational needs for any shift, or portion thereof, the Employer shall follow the following process:
 - a. First, the Employer shall seek **volunteers** to work additional shifts, or portions thereof; then
 - b. If operational needs are still not met through assignment of volunteers, the Employer shall implement duty to care and duty to provide care guidelines.
2. That the Employer shall maintain the regular schedule and the mandate list.
3. As per Article 11.05 all work performed by an employee in excess of eighty (80) hours in a pay period shall be considered as overtime and shall be paid at the rate of **DOUBLE TIME**, twice the regular hourly rate.
4. That sick calls shall only paid according to the regular scheduled hours eight (8) or twelve (12); For example: When a sick call is received on a sixteen (16) or twelve (12) hour shift that is a regular scheduled twelve (12) or eight (8) hour shift, the sick benefits paid will be for the regular scheduled eight (8) or twelve (12) hour shift only and shall not include the additional four (4) or eight (8) hours assigned.

5. That holiday or vacation requests for the previous scheduled eight hour shift will be approved only the original eight (8) hours.

SIGNED at New Glasgow, Nova Scotia, this 28th day of October 2020.

FOR THE EMPLOYER

FOR THE UNION





