

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GLEN HAVEN MANOR CORPORATION**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2330**

**Term of the Agreement:  
November 1, 2014 to October 31, 2020**







## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE & PURPOSE .....	1
1.00 Preamble .....	1
1.01 Purpose .....	1
ARTICLE 2 - UNION RECOGNITION .....	1
2.00 Bargaining Agent .....	1
2.01 Bargaining Unit .....	1
2.02 Union Representation .....	2
2.03 List of Officers and Representatives .....	2
2.04 New Employees .....	2
2.05 Acquaint New Employees .....	2
2.06 Designated Bulletin Boards .....	2
2.07 No Agreements Required .....	3
2.08 Mailing Addresses .....	3
ARTICLE 3 - MANAGEMENT RIGHTS .....	4
3.00 Rights of the Employer .....	4
4.00 No Discrimination .....	4
ARTICLE 5 - DEFINITIONS .....	5
5.00 "Gender" .....	5
5.01 "Full-Time Employee" .....	5
5.02 "Regular Part-Time Employee" .....	5
5.03 "Casual Employee" .....	5
5.04 "Probationary Period" .....	5
5.05 (a) "Temporary Vacancy" .....	5
(b) "Short Term Vacancy" .....	5
5.06 "Day" or "Holiday" .....	5
5.07 "Business Day" .....	6
5.08 "Union" .....	6
5.09 "Employer" .....	6
5.10 "Mutually Agreed" .....	6
5.11 "Mutually Agreed between the Parties" .....	6
5.12 "Spouse" .....	6
5.13 "Regular Hourly Rate" .....	6
5.14 "Date of Hire" .....	6
5.15 "Date of Employment" .....	6
5.16 "Increment Advancement Date" .....	6
5.17 "Employment Status" .....	7
5.18 "Regular Hours Paid" .....	7
ARTICLE 6 - UNION REPRESENTATION & UNION LEAVES .....	7
6.00 Right to Union Representation .....	7
6.01 Permission to Leave Work .....	7
6.02 Discharge, Suspension and Discipline .....	7
6.03 Leave of Absence for Union Business .....	7
6.04 Pay Continuation & Reimbursement .....	8
ARTICLE 7 - UNION DUES & CHECK OFF .....	8
7.00 Deduction of Dues .....	8
7.01 Submission of Dues .....	8
7.02 Annual Statement .....	8
7.03 Employer Indemnity .....	8
ARTICLE 8 - SENIORITY .....	9
8.00 Seniority Defined .....	9
8.01 Seniority Roster .....	9
ARTICLE 9 - GRIEVANCE & ARBITRATION .....	9
9.00 Grievance Defined .....	9
9.01 Grievance Procedure .....	10
9.02 Accelerated Steps .....	10
9.03 Grievance by the Employer .....	11
9.04 Time Limits .....	11

9.05	Grievance Settlements .....	11
9.06	Selection of Arbitrator .....	11
9.07	Selection of the Arbitration Board .....	11
9.08	Rendering Arbitration Decision .....	12
9.09	Decision of the Board .....	12
9.10	Arbitration Fees .....	12
ARTICLE 10 - LAYOFF & RECALL .....		12
10.00	Definition of Layoff .....	12
10.01	Affected Employees .....	13
10.02	Displacement .....	13
10.03	Rights of Recall .....	13
10.04	Maximum Recall Period .....	13
10.05	Order of Recall .....	13
10.06	Current Address .....	13
10.07	Recall Notification .....	14
10.08	Recall to Less Hours .....	14
10.09	Casual Work after Recall .....	14
10.10	Working During Recall Period .....	14
10.11	Grievance on Layoffs and Recall .....	14
ARTICLE 11 - HOURS OF WORK .....		14
11.00	Regular Hours of Work for Full-Time Employees .....	14
11.01	Rest Breaks .....	15
11.02	Meal Breaks .....	15
11.03	Work Week .....	15
11.04	Scheduling Hours of Work .....	15
11.05	Overtime Defined .....	15
11.06	Meal During Overtime .....	16
11.07	Call Back Reporting .....	16
11.08	Changes to Daylight Savings Time .....	16
11.09	Mandatory Professional Development and General Assemblies .....	16
11.10	Attendance at Committee Meetings .....	17
ARTICLE 12 - POSTING VACANCIES .....		17
12.00	Posting Vacancies .....	17
12.01	No Outside Advertising .....	17
12.02	Notice of Posting .....	17
12.03	Union Notification .....	17
12.04	Role of Seniority .....	17
12.05	Reverting to Former Position .....	18
12.06	Trial Period .....	18
12.07	Appointments to Vacancies .....	18
ARTICLE 13 – PROBATIONARY PERIOD .....		19
13.00	Probationary Period .....	19
ARTICLE 14 – LOSS OF SENIORITY & EMPLOYMENT .....		19
14.00	Loss of Seniority and Employment .....	19
ARTICLE 15 – VACATIONS .....		20
15.00	Vacation Entitlements for Full Time and Regular Part Time Employees .....	20
15.01	Vacation Pay for Casual Employees .....	21
15.02	Vacation Scheduling .....	22
15.03	Annual Vacation Cut-Off Date .....	22
15.04	Vacation Accumulation .....	23
15.05	Unpaid Vacation .....	23
15.06	Illness Prior or During Vacation .....	23
15.07	Vacation Pay Advance .....	23
ARTICLE 16 - HOLIDAYS .....		23
16.00	Holidays .....	23
16.01	Holiday Entitlements .....	24
16.02	Holidays Falling on Scheduled Days Off .....	24
16.03	Scheduling Holiday .....	24
ARTICLE 17 – SICK LEAVE .....		25

17.00	Sick Leave Defined.....	25
17.01	Annual Paid Sick Leave .....	25
17.02	Regular Attendance at Work .....	26
17.03	Statement of Sick Leave Credits .....	26
17.04	(a) Illness in the Family .....	26
(b)	Preventative Medical Leave .....	26
ARTICLE 18	- BEREAVEMENT LEAVE .....	26
18.00	Day of Death in Immediate Family .....	26
18.01	Immediate Family .....	26
18.02	Other Bereavement Leave Entitlements .....	27
ARTICLE 19	- COMPASSIONATE CARE LEAVE .....	27
19.00	Compassionate Care Leave Defined .....	27
19.01	Duration of Compassionate Care Leave .....	28
ARTICLE 20	- PREGNANCY AND PARENTAL LEAVE .....	29
20.00	Pregnancy Leave.....	29
20.01	Group Benefit Plan Continuation.....	29
20.02	Parental Leave .....	29
20.03	Adoption Leave.....	30
ARTICLE 21	- COURT LEAVE.....	30
21.00	Court Leave of Absence .....	30
21.01	Deductions of Court Fees.....	30
ARTICLE 22	- OTHER LEAVES OF ABSENCE .....	30
22.00	Leave of Absence Without Pay .....	30
22.01	Leave for Storm or Hazardous Conditions .....	30
22.02	Required Education .....	31
22.03	Citizenship Leave .....	32
ARTICLE 23	- HEALTH & WELFARE .....	32
23.00	Establishment of Committee .....	32
23.01	Composition of Committee .....	32
23.02	Pay Provision.....	32
23.03	Right to Refuse.....	33
23.04	Injured on the Job.....	33
23.05	Transportation .....	33
23.06	First Aid Kits .....	33
23.07	All Legislation Applicable.....	33
23.08	Health and Safety Award.....	33
23.09	Workers' Compensation .....	33
ARTICLE 24	- COMMITTEES .....	36
24.00	Committees .....	36
ARTICLE 25	- UNION MANAGEMENT COMMITTEE .....	36
25.00	Representation on the Committee.....	36
25.01	Frequency of Meetings.....	36
25.02	Notice of Meetings.....	36
25.03	Purpose of the Committee.....	36
ARTICLE 26	- PERSONNEL FILES.....	37
26.00	Review of Personnel File.....	37
26.01	Purging Personnel File .....	37
ARTICLE 27	- GENERAL PROVISIONS .....	37
27.00	Damaged Personal Effects.....	37
27.01	Work Attire.....	38
27.02	Retirement.....	38
27.03	Rights or Privileges.....	38
27.04	Corporation Rules and Regulations .....	38
ARTICLE 28	- NO STRIKE.....	38
28.00	No Strike, Work Stoppage, or Slowdown .....	38
ARTICLE 29	- NO CONTRACTING OUT.....	38
29.00	Restrictions on Contracting Out .....	38
ARTICLE 30	- GROUP BENEFITS AND PENSION .....	39
30.00	Pension Plan .....	39



30.01	Extended Health Benefits .....	39
30.02	Health and Safety Practices .....	39
30.03	Dental Plan .....	39
30.04	EI Rebate .....	40
30.05	Legal Representation for Scope of Duties .....	40
ARTICLE 31	– CLASSIFICATION & WAGES .....	40
31.00	Wages .....	40
31.01	Assignment to a Lower Classification .....	40
31.02	Assignment to a Higher Classification .....	40
31.03	Pay Days .....	40
31.04	Existing Classifications .....	41
31.05	Shift Premiums .....	41
31.06	Weekend Premiums .....	41
ARTICLE 32	– RETROACTIVE PAY .....	41
32.00	Retroactivity .....	41
ARTICLE 33	- DURATION & TERMS .....	42
33.00	Notices in Accordance with the Agreement .....	42
33.01	Notification to Management .....	42
33.02	Agreement Shall be Binding .....	42
ARTICLE 34	– AGREEMENT PRINTING COSTS .....	42
34.00	Shared Printing Costs .....	42
MEMORANDUM OF AGREEMENT	.....	48
12 Hour Shifts	.....	48
Nutrition	.....	48
Environmental	.....	48
Quality & Resident Care	.....	48
MEMORANDUM OF AGREEMENT	.....	50
Job Sharing	.....	50
MEMORANDUM OF AGREEMENT	.....	52
Calculating Years of Continuous Service	.....	52
MEMORANDUM OF AGREEMENT	.....	55
Orderly Rate of Pay	.....	55
MEMORANDUM OF UNDERSTANDING	.....	56
Maintenance Assistant	.....	56
MEMORANDUM OF UNDERSTANDING	.....	58
CCA Lead Position	.....	58
MEMORANDUM OF UNDERSTANDING	.....	59
Uniforms	.....	59



## **ARTICLE 1 - PREAMBLE & PURPOSE**

### **1.00 Preamble**

Recognizing common dependence and interest of the Employer and Employees in the welfare of the Institution and recognizing further their relationship of goodwill and mutual respect between the Employer and the Employees can contribute greatly to the maintenance, increasing the efficiency of that welfare, the parties to this contract have joined together in the following agreement.

### **1.01 Purpose**

The declared purpose of both Parties to this Agreement is for the purpose: To promote and maintain harmonious relationships between the Employer and Employees. To define more clearly wages and conditions of employment with an amicable method of settling grievances or differences which may from time to time arise. To promote the mutual interests of Employer and Employees; and, to provide for the carrying on of the aims and objectives of the Institution under methods which will further to the fullest extent the safety and welfare of Employees, together with efficiency and economy of operations and services to the residents. It is recognized to be the duty of both parties to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.00 Bargaining Agent**

The Employer recognizes the Canadian Union of Public Employees, Local 2330, as the sole Collective Bargaining Agent of the Employees and agrees to meet with representatives from the Canadian Union of Public Employees, Local 2330, for the purpose of carrying out the terms of this Agreement.

### **2.01 Bargaining Unit**

- (a) The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local 2330, as the bargaining agent for a bargaining unit consisting of Employees of the Employer, excluding CEO, Registered Nurses and Graduate Non-Registered Nurses, Foremen, and those equivalent to the rank of Foreman and above, Office Employees, and those excluded by Paragraphs (a) and (b) of Sub-section (2) of Section (1) of the Trade Union Act, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement that may arise between them.

- (b) Persons excluded from the bargaining unit shall not perform any jobs which are included in the bargaining unit except in cases mutually agreed upon by both parties.
- (c) The Union agrees that the Employer may hire up to two individuals from the Summer Street Industries program and that individuals hired through this program shall not be considered Employees for the purposes of this Collective Agreement and therefore shall not be members of the Bargaining Unit. The Employer agrees that Employees will not be laid off as a result of the hiring of individuals from the Summer Street Industries program.

## **2.02 Union Representation**

The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievance and all other dealing 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.

## **2.03 List of Officers and Representatives**

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

## **2.04 New Employees**

All new Employees shall become members of the Union after the completion of the probationary period.

## **2.05 Acquaint New Employees**

- (a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-Off and will introduce the Employee to the Site Representatives.
- (b) An officer of the Union shall be given an opportunity to interview each new Employee within regular hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

## **2.06 Designated Bulletin Boards**

The Union will be permitted to post notices of meetings and other meetings of interest to the members on a bulletin board provided for that purpose in an appropriate place on the Employer's property, provided that all such notices are signed by a Union Official.

## **2.07 No Agreements Required**

No Employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer, which may conflict with the terms of this contract.

## **2.08 Mailing Addresses**

The Employer will provide full mailing addresses once per year if the payroll system allows it.

## **2.09 Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

## **2.10 Work Site Access**

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

## **2.11 Information Related to Legislative Disclosure**

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing with ten (10) working days of the Union requesting any such information.

## **2.12 Disclosure and Leave with Pay for Dues Collection and Authorizations**

In the event legislation is enacted that alters the current dues deduction or remittance language as set out in this Collective agreement or existing legislation, the Employer will provide:

- (a) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, work site, gross earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within ten (10) days of each pay period.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.00 Rights of the Employer**

- (a) The Union agrees 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:
- i) maintain order, discipline and efficiency;
  - ii) to operate and manage its business and direct the workforce in accordance with its commitments and responsibilities;
  - iii) to determine the work to be performed and establish standards, methods, procedures and schedules of operations;
  - iv) to determine the qualifications, select, hire, transfer, promote, demote, layoff, suspend and discharge or otherwise discipline an Employee for just cause and to increase and decrease working forces;
  - v) to maintain reasonable rules and regulations to be observed by all Employees;
  - vi) all matters concerning the operation of the Employer's business not specifically dealt with herein, shall be reserved to be the Management's sole responsibility;
  - vii) 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.
- (b) The Employer agrees that Management's rights referred to in this Article shall be exercised in a manner fairly and reasonably and consistent with the terms of this Agreement.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.00 No Discrimination**

The Employer and the Union agree that all Employees will be protected against discrimination respecting their Human Rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional business or trade association, Employer's organization, or Employee's organization, physical appearance, residence or an association with others similarly protected or any other prohibition of the Human Rights Act of Nova Scotia.

## ARTICLE 5 – DEFINITIONS

### 5.00 "Gender"

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

### 5.01 "Full-Time Employee"

means an Employee who, having completed the probationary period of four hundred and forty (440) worked hours and works on a Full-Time schedule basis. For the purpose of this definition, Full-Time Employees:

- (a) are Employees who are regularly scheduled to work eighty (80) hours every two weeks; or
- (b) if employed as Continuing Care Assistants (CCAs), are regularly scheduled to work either the four (4) on two (2) off, eight (8) hour shift schedule or as otherwise approved subject to Article 11.

### 5.02 "Regular Part-Time Employee"

means an Employee who has completed the probationary period of four hundred and forty (440) worked hours and who is regularly scheduled to work the normal eight (8) or subject to Article 11.00 (b), twelve (12) hours per day on a basis less than the normal work week of a Full-Time Employee.

### 5.03 "Casual Employee"

means an Employee who has completed the probationary period of four hundred and forty (440) worked hours, and who works on a day-to-day basis as required. A casual Employee shall pay union dues in accordance with Article 7.00. After completion of the probationary period, casual Employees shall have the right to apply for positions in accordance with Article 12.

### 5.04 "Probationary Period"

means the first four hundred and forty (440) Hours worked.

### 5.05 (a) "Temporary Vacancy "

is a vacant position for a designated period in excess of four (4) months.

### (b) "Short Term Vacancy"

is a vacant position for a period not expected to exceed four (4) months.

### 5.06 "Day" or "Holiday"

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

**5.07 “Business Day”**

means Monday to Friday excluding Holidays.

**5.08 “Union”**

means the Canadian Union of Public Employees, Local 2330.

**5.09 “Employer”**

means Glen Haven Manor Corporation and includes any agents or representatives it may appoint.

**5.10 “Mutually Agreed”**

means a Temporary Agreement between an Employee and the Employer.

**5.11 “Mutually Agreed between the Parties”**

means a Written Agreement between the Employer and the Union.

**5.12 “Spouse”**

means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex spouse for the purposes of this Agreement.

**5.13 “Regular Hourly Rate”**

means the annual salary rate divided by two thousand and eighty (2080) in accordance with Appendix A.

**5.14 “Date of Hire”**

means the date on which an Employee becomes a member of the Bargaining Unit. In the event that an Employee becomes a member of the bargaining unit contiguous with the probationary period, then the Employee’s date of hire will be set from the beginning of the probationary period.

**5.15 “Date of Employment”**

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

**5.16 “Increment Advancement Date”**

Employees shall progress on a year-to-year basis along the increment scale by moving the Employee to the next increment step, where applicable, on the Employee’s date of employment. This shall be the Employee’s increment date.

### **5.17 "Employment Status"**

means an Employee's job defined as a percentage of Full-Time hours as set out in the appointment letter.

### **5.18 "Regular Hours Paid"**

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

## **ARTICLE 6 - UNION REPRESENTATION & UNION LEAVES**

### **6.00 Right to Union Representation**

The Union will appoint, and the Employer will recognize a Grievance Committee consisting of three (3) members representing all Employees within the scope of this Agreement to deal with complaints and grievances.

### **6.01 Permission to Leave Work**

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.

### **6.02 Discharge, Suspension and Discipline**

- (a) An Employee shall be advised of their right to have a shop steward present at a meeting called for disciplinary purposes, and in those cases when Employees refuse representation, the Union shall be advised of the results of any such meeting.
- (b) In the event the Employer initiates a disciplinary action against an Employee who has completed his/her probationary period and which may result in the discipline, suspension or discharge of that Employee, such Employee shall, within five (5) working days of the event given rise to disciplinary action being taken, be notified in writing of the action, provided that the Supervisor or CEO are not away on annual vacation or leave of absence.

### **6.03 Leave of Absence for Union Business**

- (a) Upon the request of the Executive Committee and subject to reasonable advance written notice being given, up to three (3) Employees may receive leave of absence without pay to attend to legitimate local union business, subject however to the requirements of the Employer. Not more than one



(1) of these Employees will be from a particular department or nursing unit. Such request shall not be unreasonably withheld.

- (b) Upon the request of the Executive Committee and subject to reasonable advance written notice being given, up to three (3) Employees authorized to represent Local 2330 at any three (3) labour conventions in any one (1) year, may receive leave of absence without pay, subject however to the requirements of the Employer. Not more than one (1) of these Employees will be from a particular department or nursing unit. Such request shall not be unreasonably withheld. Each leave of absence will be for a maximum of one (1) work week, unless mutually agreed between the Parties.

#### **6.04 Pay Continuation & Reimbursement**

It is agreed between the Employer and the Union that the Employer will pay an Employee's lost wages and benefits when said Employee is off work on Employer approved Union leave with an approved Union Activities Request Form. The Employer will forward an invoice to the Secretary-Treasurer of Local 2330. The Union agrees to reimburse the Employer within thirty (30) days of invoice being supplied, of all costs relating to the wages and benefits for the time off.

### **ARTICLE 7 - UNION DUES & CHECK OFF**

#### **7.00 Deduction of Dues**

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

#### **7.01 Submission of Dues**

Union dues deductions shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the month following, accompanied by a list of the names and job title/classification of the Employees from whose earnings the deductions were made as well as the Employees' appointment status (including if on leave of WCB), last known mailing address, listed telephone numbers (landline and cell) and personal email address.

#### **7.02 Annual Statement**

On the Income Tax (T4) slips of each Employee, or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future, the Employer shall indicate the amount of union dues paid in the previous year.

#### **7.03 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.

## ARTICLE 8 – SENIORITY

### 8.00 Seniority Defined

- (a) Seniority shall be established on the basis of the date of hire. Seniority shall operate on a bargaining unit wide basis.
- (b) When two or more persons are engaged on the same day, seniority will be established in the order in which they were engaged. In the event more than one Employee is engaged on the same day, seniority will be established according to the order in which they commenced their first shift. In the event more than one Employee is engaged on the same day and they also commence their first shift at the same time, seniority will be established according to the alphabetical order of the Employees' last names.

### 8.01 Seniority Roster

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

## ARTICLE 9 - GRIEVANCE & ARBITRATION

### 9.00 Grievance Defined

- (a) A grievance is any dispute or difference arising out of the interpretation, application or administration of this Agreement or any allegation that this Agreement has been violated, or any question as to whether a matter is arbitrable.
- (b) The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees to seek adjustment with the Employer in the manner provided in the Grievance Procedure.
- (c) If the Union or Employer alleges a breach or violation of this Agreement, the respect or respects in which it is alleged the Agreement has been violated shall be indicated promptly one to the other in writing.

- (d) After a grievance has been initiated by the Union, the Employer or their representative shall not enter into discussion, negotiations with respect to the grievance either directly or indirectly with the aggrieved Employee, without consent of and witnessed by the Union.

## **9.01 Grievance Procedure**

The procedure for processing any grievance shall be as follows:

- Step 1: Both parties recognize the benefit of solving differences or disputes as quickly as possible and therefore encourage Employees to discuss such issues with their immediate supervisor within five (5) business days of the event giving rise to the difference or dispute. If this discussion does not resolve this issue, it may be referred to Step 2, within five (5) days of the discussion.
- Step 2: Failing the resolution of the matter at the discussion stage in Step 1, the grievance shall be submitted to the Senior Leader in writing on a grievance form giving details of the alleged violation, the article(s) violated, and the redress sought. Within five (5) business days of receipt of the grievance, the Site Representative, Grievor and Shop Steward shall meet with the Senior Leader to discuss the grievance. The Senior Leader shall reply in writing within five (5) business days following the meeting.
- Step 3: If the reply at Step 2 is not satisfactory, the grievance may be forwarded within a further five (5) days to the CEO. The CEO shall have a meeting with the Grievor and representatives of the Union within five (5) business days of receiving the grievance and shall render a written decision within five (5) business days of the meeting. If the reply is not satisfactory, the Union may, within twenty (20) additional business days, give written notice of its intention to refer the grievance to arbitration as provided for elsewhere in this Agreement.

## **9.02 Accelerated Steps**

The following types of grievances may commence directly at Step 3:

- (a) grievances related to suspensions and/or discharge;
- (b) grievances where a dispute involves a question of general application or interpretation of the Collective Agreement;
- (c) policy grievances involving a group of Employees or the Union;
- (d) grievances concerning layoffs and recalls.

### **9.03 Grievance by the Employer**

Any grievance of the Employer shall be referred in writing to the Union's Grievance Committee within five (5) business days of the occurrence of the circumstances giving rise to the grievance and the Grievance Committee shall meet within five (5) business days thereafter with the CEO 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 Grievance Committee within five (5) business days thereafter.

### **9.04 Time Limits**

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 mutually agreed between the parties to be extended, the grievance shall be deemed abandoned and all rights to the grievance procedure shall expire. If the time limits have not been waived by mutual agreement, the Employer may refuse to process or adjust any grievance which has not progressed within the time limits required by this Article.

### **9.05 Grievance Settlements**

Any settlement of a grievance under this procedure shall be final and binding upon the Employer, and the Union if signed by the Grievor at the time of settlement.

### **9.06 Selection of Arbitrator**

- (a) 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.
- (b) A single 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, shall appoint an Arbitrator.

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

## **9.08 Rendering Arbitration Decision**

After an Arbitrator or Board of Arbitration is chosen, the Arbitrator or Chairman shall convene a meeting to hear evidence from both parties with respect to the matter in dispute. Within fifteen (15) days of the hearing, a decision shall be rendered which shall be final and binding on the parties.

## **9.09 Decision of the Board**

- (a) The decision of the Arbitrator or the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- (b) The decision of the Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed.
- (c) The Arbitrator or Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make decisions contrary to the provisions of this Agreement.
- (d) Whenever the incident causing the grievance includes a loss of earnings or loss of benefits, the arbitrator or arbitration board, as the case may be, is empowered to order that such loss or part of such loss shall be reimbursed or restored to the Employee(s).
- (e) In cases involving alleged offenses under the Criminal Code, whereby the offense has placed the Home or residents at risk, and where a decision is rendered by the Court, that decision shall not be altered by virtue of an arbitration hearing. If the Employee is found guilty under the Criminal Code, then the Board or Arbitrator cannot order reinstatement.

## **9.10 Arbitration Fees**

Each Party shall pay the fees and expenses not paid by the Province, for the Arbitrator it appoints and/or one-half (½) for the Chairman or single Arbitrator.

# **ARTICLE 10 - LAYOFF & RECALL**

## **10.00 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. Employees may be laid off because of shortage of work or funds, the discontinuance of work or the reorganization of work.

### **10.01 Affected Employees**

In the event of a layoff, affected Employees within a classification and area shall be laid off.

### **10.02 Displacement**

- (a) An Employee subject to a layoff who chooses to exercise his or her seniority rights must displace the least senior Employee in his or her current classification. If the laid off Employee is the least senior Employee in their classification, he or she may exercise his or her seniority rights to displace the least senior Employee in any other classification in the bargaining unit, provided the laid off Employee is otherwise qualified for that classification. A laid off Employee cannot displace an Employee with a greater number of regular hours, however they can displace an Employee with the same or less regular hours.
- (b) Any Employee laid off due to a senior laid off Employee exercising his or her displacement rights shall then be entitled to the lay-off procedure.
- (c) It is understood that the least senior Employee in a classification will be interpreted to mean the least senior Employee who has the same FTE status as the laid off Employee.

### **10.03 Rights of Recall**

During the recall period, and subject to Article 12.00, 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.

### **10.04 Maximum Recall Period**

The maximum recall period shall be twelve (12) calendar months from the date of the layoff.

### **10.05 Order of Recall**

Laid off Employees shall be recalled in order of seniority.

### **10.06 Current Address**

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

## **10.07 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 receipt of the recall notice, 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.

## **10.08 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 twelve (12) month recall period.

## **10.09 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.

## **10.10 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. Subject to the seniority of non laid off Full Time, Part time and Casual Employees, if a laid off Employee is interested in the assignment of casual shifts during the period of recall, the Employer shall assign such shifts to the laid off Employee.

## **10.11 Grievance on Layoffs and Recall**

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

# **ARTICLE 11 - HOURS OF WORK**

## **11.00 Regular Hours of Work for Full-Time Employees**

- (a) During the time this Agreement remains in effect, all Employees covered by this Agreement shall be required to work not more than eight (8) hours per day and not more than eighty (80) hours per two (2) week period.
- (b) With Union approval, the Employer may institute shift lengths that deviates from the normal eight (8) hour shifts.



### **11.01 Rest Breaks**

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

### **11.02 Meal Breaks**

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

### **11.03 Work Week**

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

### **11.04 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 and covering the Christmas season which shall normally be posted in accordance with the Vacation Scheduling Article.
- (c) All Employees shall receive at least one (1) weekend off per month if requested.

### **11.05 Overtime Defined**

- (a) All work performed by an Employee in excess of eight (8) hours per day (or in accordance with Article 11.00 (b) authorized work in excess of a regularly scheduled shift that is longer than 8 hours) or eighty (80) regular hours paid per two (2) week period, shall be considered as overtime and shall be paid at the rate of time and one-half (1 ½) the regular hourly rate. When a Full-Time CCA is called in to work on his/her scheduled day off, then that Employee will be paid at the rate of time and one-half (1 ½) for that day worked. All overtime must be authorized in advance by the Employer.
- (b) The Employer shall not offer overtime shifts to Employees who have been absent from work due to illness or injury within the 24 hours from the end of the scheduled shift which was missed.
- (c) **In the event that an Employee works more than four (4) hours of overtime, contiguous to their regular shift or overtime shift, he/she shall be paid at two times (2x) his/her regular hourly rate for said hours.**

- (d) Overtime shall be offered, based on bargaining unit wide seniority, to the most senior available qualified employee in the building, who indicates that they will accept overtime.
- (e) When the auto text system is in use, employees shall be texted and awarded overtime by order of seniority provided that they reply within the ten (10) minute call back window.

#### **11.06 Meal During Overtime**

The Employer agrees to provide a meal at no cost to an Employee who has to work a double shift, or at least four (4) hours beyond their assigned shift.

#### **11.07 Call Back Reporting**

- (a) When an Employee is required to report back to work following the completion of their last shift and prior to the commencement of their 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) Paragraph (a) shall not apply to a Part-Time and Casual Employee who agrees to work additional shifts unless the time worked in a two (2) week period is in excess of eighty (80) hours in a bi-weekly pay period.
- (c) In the event an Employee is scheduled in error to work a shift and the Employee reports to work, he/she shall be paid for a minimum of four (4) hours. In order to qualify for the above, the Employee is obliged to work for four (4) hours in their scheduled classification if directed by the Employer.

#### **11.08 Changes to Daylight Savings Time**

- (a) The changing of daylight saving time to standard time, or vice versa, shall result in Employees being paid for the actual hours worked.
- (b) Where an Employee is short an hour as a result of the changing of daylight saving time to standard time, or vice versa, the Employee can draw the hour from accumulated banked overtime, holiday time or vacation.
- (c) Nothing in this Article shall result in overtime pay entitlements.

#### **11.09 Mandatory Professional Development and General Assemblies**

Unless prevented from doing so by their shift schedule or operational requirements, all Employees are required to attend mandatory professional development sessions and General Assemblies during one of their scheduled shifts. In exceptional circumstances, when approved in advance by a Manager or Senior Leader, Employees may attend the mandatory session or General Assembly outside of their scheduled working hours. In such instances, Employees

will receive payment or time off in lieu, at the discretion of the Employee, calculated at the rate of time and one-half (1 ½) based on the amount of time spent at the session or Assembly.

#### **11.10 Attendance at Committee Meetings**

Employees who attend Employer approved Committee meetings during their scheduled time off will receive time off in lieu, calculated at straight time rates. Time spent at such meetings does not constitute time worked.

### **ARTICLE 12 - POSTING VACANCIES**

#### **12.00 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;
- (b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.
- (c) Interested parties must make written application within the period specified in the notice.

#### **12.01 No Outside Advertising**

No outside advertising for any vacancy shall be placed until the applications of present union members have been fully considered

#### **12.02 Notice of Posting**

The notice of posting shall indicate the classification and status of the position and the qualifications required. Such qualifications shall not be established in an arbitrary or discriminatory manner.

#### **12.03 Union Notification**

The Employer shall notify the Union of staffing changes as a result of this section.

#### **12.04 Role of Seniority**

- (a) Seniority shall be the determining factor in filling vacancies, and new positions, and in making all staff changes, transfers, demotions, layoffs and recalls, provided however, that the Employee has the ability to perform the work required.

- (b) In the case of promotions to positions outside the bargaining unit, **primary consideration shall be given to skill, ability and qualifications to perform the required duties. If skill, ability and qualification are relatively equal, seniority shall prevail.**
- (c) Transfers shall be on a voluntary basis and due consideration shall be given to the seniority of the Employee making application for transfer.

#### **12.05 Reverting to Former Position**

- (a) Any Employee filling a temporary vacancy must complete at least **four hundred, eighty (480) hours** of the time posted before being eligible for any other, excepting permanent posted vacancies or temporary vacancies of greater length.
- (b) Regular Employees who are selected for temporary vacancies shall revert to their former position and status upon completion of the temporary work.

#### **12.06 Trial Period**

The successful applicant shall be placed on trial for three hundred and twenty (320) Hours Worked during which time the Employee will receive the necessary training for the position. The placement shall be conditional on satisfactory job performance. In the event the Employer determines that the successful applicant proves to be unsatisfactory in the performance of the duties of the new position or the Employee chooses to return to their former position during this period, then the Employee shall be returned to their 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.

#### **12.07 Appointments to Vacancies**

- (a) Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.
- (b) When the Employer decides a short-term vacancy exists as a result of a leave of absence (i.e. WCB, Sick Leave, etc.) of four (4) months or less, it may be assigned to the most senior Casual or Part-Time Employee within the Department from which the vacancy occurs.
- (c) **The Employer will make effort to fill vacancies, up to and including the use of overtime.**

## ARTICLE 13 – PROBATIONARY PERIOD

### 13.00 Probationary Period

- (a) Upon employment, all newly hired workers shall be required to serve the Probationary Period.
- (b) Until a worker successfully completes the probationary period, the worker shall have no seniority and are not entitled to Union protection and shall have no access to the grievance procedures.
- (c) After the successful completion of the Probationary Period, seniority shall be established on date of hire.

## ARTICLE 14 – LOSS OF SENIORITY & EMPLOYMENT

### 14.00 Loss of Seniority and Employment

An Employee shall not lose seniority if absent from work because of bonafide sickness, disability, accident, layoff or leave approved by the Employer. An Employee shall cease to be an Employee and thus forfeit seniority rights and employment in the event that such Employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns in writing and does not withdraw the resignation within two (2) days;
- (c) is absent from work in excess of five (5) business days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible;
- (d) fails to return to work within eight (8) calendar days following a layoff and after being notified by Registered Mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address. An Employee recalled for casual work or employment of one (1) month or less at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work.
- (e) is laid off for a period longer than twelve (12) months.
- (f) fails to return from an authorized leave of absence or takes other employment fraudulently while on an authorized leave of absence.
- (g) retires from employment.

## ARTICLE 15 – VACATIONS

### 15.00 Vacation Entitlements for Full Time and Regular Part Time Employees

- a) Vacation entitlement for Full Time and Regular Part Time Employees is calculated on the following basis:
- i) Employees who attained Full Time or Regular Part Time status prior to April 1, 2014 will have vacation entitlement based on his/her continuous service since the last date of hire;
  - ii) Employees who were immediately hired into a Full Time or Regular Part Time position after April 1, 2014 will have vacation entitlement based on his/her continuous services since the last date of hire; and
  - iii) Employees who were either Casual on April 1, 2014 or who commence their employment as a Casual Employee following April 1, 2014 and then subsequently become a Full Time or Regular Part Time Employee will have their vacation entitlement based on a combination of their casual service history (in accordance with Article 15.01(c)) and their continuous service as a Full Time or Regular Part Time Employee.
- (b) Full Time and Regular Part Time Employees will earn but not be able to access vacation entitlement until April 1<sup>st</sup> of the following vacation year. In exceptional circumstances, Employees may apply to access vacation time in advance, which may be granted by the Employer subject to operational requirements.
- (c) Subject to (d) and (e) below, all Full Time and Regular Part Time Employees will be eligible to receive vacation according to the following schedules:
- i) Those who have less than one (1) year of service shall be entitled to a maximum of **eighty (80) hours** vacation, to be prorated on the basis of regular hours paid in that vacation year;
  - ii) Those who have more than one (1) year but less than four (4) years of service shall be entitled to receive **eighty (80) hours** vacation;
  - iii) Those who have more than four (4) years but less than eight (8) years of service shall be entitled to receive **one hundred twenty (120) hours** vacation;
  - iv) Those who have more than eight (8) years but less than fifteen (15) years of service shall be entitled to receive **one hundred sixty (160) hours** vacation;
  - v) Those who have fifteen (15) years but less than twenty-five (25) years of service or more shall be entitled to receive **two hundred (200) hours** vacation;

- vi) Those who have twenty-five (25) years of service or more shall get **8 hours** per year to a maximum of **240 hours** i.e. 25 years:: **200 hours** / 26 years:: **216 hours**/ 27 years:: **224 hours** / 28 years:: **232 hours**/ 29+ years:: **240 hours**.
- (d) If a Full Time Employee has a total of **eighty (80)** or more **hours** of unpaid leave in any vacation year, her/his vacation entitlement for that vacation year will be calculated on a proportionate basis to that of a Full Time Employee (2080 hours for non CCA classifications and 1944 for CCAs).
- (e) The vacation entitlement of Regular Part Time Employees will be prorated according to the percentage of regular hours paid to that Employee during the previous vacation year as compared to a full-time equivalency (2080 hours).
- (f) The Employer shall post the vacation entitlement of all Full Time and Regular Part Time Employees on or before April 15<sup>th</sup> of each year.

**15.01 Vacation Pay for Casual Employees**

- (a) Vacation entitlement for Casual Employees is based on the total number of regular hours paid since the last date of hire.
- (b) Vacation pay for Casual Employees is based on their gross earnings (minus shift, weekend and overtime premiums) on the % basis set out below.

<u>Regular Hours Paid</u>	<u>% of Gross Earnings</u>
Between 1 and 8,319 hours	4%
Between 8,320 and 16,639 hours	6%
Between 16,640 and 31,199 hours	8%
31,200 hours and greater	10%

- (c) A Casual Employee who becomes a Full Time or Regular Part Time Employee following April 1, 2014, shall be given credit for their regular hours paid with the Employer since the last date of hire. They shall be assigned "casual service history" on the following basis:
  - i) Regular hours paid to the Casual Employee (from their last date of hire to the date of acceptance of a Full Time or Regular Part Time position) shall be converted to "casual service history" on the basis of 2,080 hours equaling one (1) year of service, rounded to two decimal points (ie. 17,500 regular hours paid = 8.41 years of service).
  - ii) Upon accepting the Full Time or Regular Part Time position, the Casual service history shall be added to their continuous service as a Full Time or Regular Part Time Employee for the purpose of vacation rate of accrual.

(See also attached Memorandum of Agreement on "Calculating Years of Continuous Service".)



- (d) The Employer shall post the percentage (%) of gross earnings to which all Casual Employees are entitled as well as their total number of regular hours paid on or before April 15<sup>th</sup> of each year.
- (e) Effective April 1, 2014, a Full Time or Regular Part Time Employee who has at least twenty-five (25) years of continuous service with the Employer and who becomes a Casual Employee shall have their years of service converted to regular hours paid on the basis of 2,080 hours per each year of service for the purpose of calculating their vacation entitlement as a Casual Employee.
- (f) Effective April 1, 2014, a Full Time or Regular Part Time Employee who has less than twenty-five (25) years of continuous service with the Employer and who becomes a Casual Employee shall have their continuous service calculation converted to an accumulation of Regular Hours paid. CCAs will be credited with 107% of their Regular Hours Paid.

### **15.02 Vacation Scheduling**

- (a) Employees may request their preference for summer vacation time off provided such requests are made no later than May 1<sup>st</sup> of each year. Where a conflict arises between the requested vacation period of two or more Employees made prior to May 1<sup>st</sup> of each year, the conflict will be resolved on the basis of seniority.
- (b) For scheduling vacation time off other than summer vacation time off, the Employer shall make a reasonable effort to accommodate the request for vacation leave subject to operational requirements. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of first come first served.
- (c) Generally, no vacations will be scheduled between December 15<sup>th</sup> and January 15<sup>th</sup> unless in extenuating circumstances approved by the Employer, keeping in mind the proper operation of the facility.
- (d) The Employer will post a summer vacation schedule no later than May 15<sup>th</sup> of each year. Once posted, no changes shall be made unless by mutual consent.
- (e) No more than three (3) consecutive weeks of vacation time shall be taken by an Employee between June 15<sup>th</sup> and September 15<sup>th</sup>, unless operational requirements can be met.
- (f) **Vacation shall be taken in a minimum of one (1) day increments.**

### **15.03 Annual Vacation Cut-Off Date**

The cut-off date for using accumulated vacation credits shall be at the end of the last pay period in March of each year.

#### **15.04 Vacation Accumulation**

The Vacation Year shall be April 1<sup>st</sup> to March 31<sup>st</sup>. Employees shall accumulate vacation credits in accordance with Article 15.00 and Article 15.01 in one Vacation Year and utilize those vacation credits in the next Vacation Year.

#### **15.05 Unpaid Vacation**

On request and approval, an Employee shall qualify for an extra **one hundred sixty (160) hours** unpaid vacation after every five (5) years of employment.

#### **15.06 Illness Prior or During Vacation**

In instances where it can be established by the Employee that he/she suffered a serious illness or accident resulting in hospitalization prior to going on scheduled vacation or ongoing hospital medical treatment or was receiving WCB benefits, the vacation time or banked lieu time originally scheduled will be rescheduled. Where serious illness takes place during vacation and the Employee concerned required hospitalization or ongoing hospital medical treatment, the Employer may reinstate the balance of vacation and debit sick leave credit or banked lieu time. The Employer shall be presented with a medical certificate verifying the illness/accident.

#### **15.07 Vacation Pay Advance**

Vacation pay to be payable on start of vacation period if requested.

**15.08 Any employee denied vacation for operational reasons, and who is not able to reschedule, shall have the right to carry over up to forty (40) vacation hours to the next calendar year.**

### **ARTICLE 16 - HOLIDAYS**

#### **16.00 Holidays**

The following **twelve (12)** calendar dates shall be recognized as Holidays:

- |  |                            |
|--|----------------------------|
| 1. New Year's Day                                    | 7. Civic Holiday in August |
| 2. Heritage Day (3 <sup>rd</sup> Monday in February) | 8. Labour Day              |
| 3. Good Friday                                       | 9. Thanksgiving Day        |
| 4. Easter Monday                                     | 10. Remembrance Day        |
| 5. Victoria Day                                      | 11. Christmas Day          |
| 6. July 1 <sup>st</sup>                              | 12. Boxing Day             |

## **16.01 Holiday Entitlements**

- (a) An Employee working on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Employee's regular rate of pay.
- (b) In addition, a Full-Time Employee required to work on the recognized holidays shall be granted another eight (8) hour day off with pay at a time mutually agreed upon by the Employer and the Employee.
- (c) Part-Time Employees shall receive holiday compensation of eight (8) hours for every **one hundred and seventy-three point three-three (173.33)** regular hours paid.
- (d) Casual Employees shall receive holiday compensation of eight (8) hours for every **one hundred and seventy-three point three-three (173.33)** hours worked.
- (e) All Employees may be permitted to carry an accumulation of up to forty (40) accrued Holiday hours into the next fiscal year.

## **16.02 Holidays Falling on Scheduled Days Off**

- (a) In the event any of the above recognized holidays fall upon an Employee's ordinary day off, such Employee shall receive an additional day off, at a day to be selected at the discretion of the Employer, but in any event not to be later than twelve (12) months following such day.
- (b) The Employer shall have the right to pay such Employee an extra day's pay at ordinary rates in lieu of giving a subsequent day off.
- (c) In order to qualify for holiday pay on a scheduled day off, an Employee must have worked his/her last scheduled working day prior to the holiday, and first scheduled working day following the holiday, or have been on a paid leave on either or both of these scheduled days.

Notwithstanding the above, if an Employee is off on paid Sick Leave on either the last scheduled working day prior to the holiday and/or the first scheduled working day following the holiday, the holiday pay will only be paid if the Employee can produce a medical certificate from a physician that is dated on or before the day in question.

## **16.03 Scheduling Holiday**

- (a) Accumulated paid holiday leave credits shall be scheduled as paid hours off at a time mutually agreed with the Employer.
- (b) An Employee shall have Christmas Day or New Year's Day off unless otherwise mutually agreed. Employees who have Christmas Day or New

Year's Day scheduled off shall also have December 24<sup>th</sup> or December 31<sup>st</sup> respectively scheduled off.

- (c) **The Employer may, if necessary, top up an Employee's pay to eighty (80) hours by using one (1) stat day from an employee's bank during the Christmas/New Year Holiday scheduling period.**

## **ARTICLE 17 – SICK LEAVE**

### **17.00 Sick Leave Defined**

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **17.01 Annual Paid Sick Leave**

- (a) **Full Time Employee will be credited with paid sick leave at a rate of sixteen (16) hours for each 176 hours worked, with a maximum entitlement of 1200 hours of paid sick leave.**
- (b) **Casual Employees and Regular Part-Time Employees shall earn sick leave on a pro-rata basis to Full-Time Employees.**
- (c) **The Employee shall advise the supervisor prior to scheduled shift if the Employee is unable to attend work.**
- (d) **Abuse of sick leave may be grounds for disciplinary action up to and including discharge.**
- (e) **The Employer may require Employees to provide a medical certificate for illness which will extend from two (2) or more working days. In cases of suspected abuse, the Employer reserves the right to request a medical certificate for any period of illness. If an Employee is off in excess of thirty (30) days, the Employee must provide a medical certificate attesting to his/her ability to return to his/her normal job. If there is a cost involved regarding the issue of the medical certificate, the cost shall be borne by the Employer to a maximum of twenty-five dollars (\$25.00).**
- (f) **An Employee, subject to the Employee's established sick leave credits, shall receive the Employee's nominal income for all days lost during the first three (3) illnesses during a fiscal year, and for all subsequent illnesses during the fiscal year, the first working day of the Employee's sick leave will not be paid. This fiscal year shall mean April 1 to March 31 each year.**

- (g) The Employer shall compile figures showing use of sick leave both before and after the implementation of the first day of any sickness without pay.

#### **17.02 Regular Attendance at Work**

The Union agrees to cooperate fully in the promotion of punctuality and elimination of tardiness.

#### **17.03 Statement of Sick Leave Credits**

The Employer shall provide the Employee with a statement of the Employee's sick leave credits upon request.

#### **17.04 (a) Illness in the Family**

Where no one other than the Employee can provide for the needs during the illness of a spouse, children residing with the Employee, or mother or father, the Employee shall be entitled after notifying the Employer, to use a maximum of sixteen (16) accumulated sick leave hours for this purpose, in any one (1) year period between April 1<sup>st</sup> – March 31<sup>st</sup>.

#### **(b) Preventative Medical Leave**

After notifying the Employer of the need to do so, Employees shall be allowed to use up to eight (8) hours of credited sick leave per year for the purpose of engaging in and facilitating the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.

- (c) These days shall not be used in the calculation of the facility average and no Employee shall be counseled for appropriately accessing these days.

### **ARTICLE 18 - BEREAVEMENT LEAVE**

#### **18.00 Day of Death in Immediate Family**

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

#### **18.01 Immediate Family**

- (a) If a death occurs in the immediate family of a Employee, the Employee shall be granted five (5) consecutive days bereavement leave without loss of regular pay commencing on the calendar day following the day of the death of the family member.

- (b) For the purpose of ascertaining bereavement leave with pay, the members of an Employee's immediate family shall consist of: parent or step-parent, child, brother, sister, husband, wife or common-law spouse, mother-in-law, father-in-law, grandchild or grandparent.

#### **18.02 Other Bereavement Leave Entitlements**

- (a) Two (2) consecutive days bereavement leave of absence, one of which must be the day of the funeral, will be granted to an Employee if the death of a sister-in-law or brother-in-law occurs. Employees will be paid the same as Article 18.01.
- (b) One (1) day bereavement leave of absence shall be granted to an Employee on the date of the funeral of the Employee's deceased niece, nephew, aunt or uncle. Employees will be paid the same as Article 18.01.
- (c) When burial occurs outside of Nova Scotia, the bereavement leave for immediate family (Article 18.01) may be extended for up to two (2) days. The Employee will be paid if he/she was scheduled to work those two (2) days.
- (d) It is the intent of the parties hereto that bereavement leave days with pay, as defined in this section, shall be granted solely for the purpose of attending the funeral of the deceased and other duties thereto. Employees must inform the Employer if and when a common-law relationship exists.
- (e) When it is the wish of the deceased Employee's family to have members from the Union serve as a pallbearer, the Employer, on request, may grant two (2) Employees the necessary time away from work, with pay, to perform such service.
- (f) A relative living in the same residence of an Employee, Employee will be allowed one (1) day bereavement leave if the day of the funeral falls on Employee's scheduled work day.
- (g) If death occurs for which bereavement leave is provided under this article (immediate family) and the Employee has scheduled vacation day(s) during the bereavement leave period, bereavement leave may be substituted for the scheduled vacation day(s).

### **ARTICLE 19 - COMPASSIONATE CARE LEAVE**

#### **19.00 Compassionate Care Leave Defined**

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- (a) the spouse of the Employee,

- (b) a child of the Employee or a child of the Employee's spouse,
- (c) a parent of the Employee,
- (d) the spouse of a parent of the Employee, or
- (e) any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code,

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate.

#### **19.01 Duration of Compassionate Care Leave**

- (a) The Employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:
  - i) the recipient of the care or support dies, or
  - ii) the expiration of the twenty-six (26) week period.
- (b) An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.



## ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE

### 20.00 Pregnancy Leave

- a) The Employer will provide maternity leave according to current EI regulations and Labour Standards Regulations for the Province of Nova Scotia.
- b) The Employer may require medical verification of the Employee's condition prior to such leave of absence and also may require further medical verification at the conclusion of the period of the leave of absence that the Employee is physically able to resume normal duties upon return.
- c) Notwithstanding the above, the Employer may require a pregnant Employee, who has been employed by the Employer for at least one (1) year, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected.
- d) Employees are to notify their respective supervisor immediately on the fourth (4<sup>th</sup>) month of pregnancy as to when leave of absence will commence.
- e) 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.
- f) 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.
- g) Notwithstanding the above, and subject to the eligibility requirements of the Pension Plan, if an Employee chooses to continue to participate in the Pension Plan, the Employer will continue to make contributions for the weeks of Pregnancy Leave.

### 20.01 Group Benefit Plan Continuation

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

### 20.02 Parental Leave

The Employer will grant Parental Leave as per the Employment Insurance (EI) and Labour Standards legislation.

### **20.03 Adoption Leave**

The Employer will grant Adoption Leave as per the Employment Insurance (EI) and Labour Standards legislation.

## **ARTICLE 21 - COURT LEAVE**

### **21.00 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.

### **21.01 Deductions of Court Fees**

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

## **ARTICLE 22 - OTHER LEAVES OF ABSENCE**

### **22.00 Leave of Absence Without Pay**

Leave of absence without pay may be granted by the Employer for any other reason as mutually agreed.

### **22.01 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.
- (d) An Employee must indicate the option chosen, in writing (by letter, fax or email) within 24 hours of the verbal request, unless such notification was not reasonably possible.

## **22.02 Required Education**

- (a) The Employer agrees that it is to the mutual benefit of the Employer and the Employees to improve the educational standards in the workplace. Therefore, the Employer agrees to pay the Employee leave of absence at his/her regular rate of pay while attending work-related and approved by the Employer, a course or workshops in geriatric care or diseases or care or diseases of people who may be placed in Homes for Special Care plus one-half (1/2) verified expenses and registration. Employees may attend such education courses once per year. Employees will be granted leave on the first-to-apply-for basis; exception to this will be if no other Employee applies that has attended previously, then Employee may attend more than once per year. If two (2) Employees have previously been granted leave, then seniority shall prevail in selection.
- (b) Notwithstanding Article 22.02 (a), the Employer shall provide and fund any Employer required training/education for an Employee.
- (c) 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.
- (d) If the Employer permits, an Employee may bank the hours earned in paragraph (c). Any banked hours shall be taken at a mutually agreed time.
- (e) 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.
- (f) Should the Department of Health establish minimum qualifications for PCWs in all Nursing Homes in Nova Scotia during the term of this Agreement, any PCW who is unable to meet the qualifications shall be "grandparented" (ie. retain employment at equivalent salary), provided he/she has been employed at least half-time for a minimum of one (1) year.
- (g) An Employee may be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications, providing he/she reaches concurrence of the Employer. Such permission shall not be unreasonably withheld.

- (h) The Employer agrees that Employees who wish to further his/her education, may be permitted up to one (1) year of education leave without pay. Any benefits based on service and seniority shall be retained but not accumulated. The Employee shall be placed in a position equivalent to that which he/she held prior to the education leave.

### **22.03 Citizenship Leave**

An Employee may be entitled to temporarily leave his/her work with pay, up to a maximum of one (1) day to process his/her Canadian Citizenship application. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

## **ARTICLE 23 - HEALTH & WELFARE**

### **23.00 Establishment of Committee**

- (a) The Union and the Employer, in accordance with the Nova Scotia Occupational Health and Safety Act, shall cooperate in establishing rules and practices which promote a safe and healthy workplace.
- (b) The respective Union and Employer caucuses will approach members of their caucus who have missed three (3) consecutive meetings without acceptable written reason and will either replace or remind the member of their responsibility.

### **23.01 Composition of Committee**

- (a) A Health and Safety Committee (known as the Joint Safety, Health and Environmental Affairs Committee – Joint SHEA) shall be established composed of an equal number of representatives from the Union and the Employer. The Joint SHEA shall hold meetings monthly, or as otherwise agreed by the Committee, for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices and to make recommendations to improve existing health and safety conditions and practices.
- (b) Minutes shall be taken of all meetings and copies shall be posted in the workplace.

### **23.02 Pay Provision**

Time spent by members of the Committee in the course of their duties shall be considered as time worked. Members may choose to receive this payment as time in lieu.

### **23.03 Right to Refuse**

No Employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace while that Employee is following the process established under the Occupational Health and Safety Act.

### **23.04 Injured on the Job**

An Employee who is injured and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the Employee is fit for further work on that shift.

### **23.05 Transportation**

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.

### **23.06 First Aid Kits**

A first aid kit shall be supplied to each unit of Employees in appropriate locations by the Employer.

### **23.07 All Legislation Applicable**

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved upon by agreement of Union-Employer Health and Safety Committee or negotiations with the Union.

### **23.08 Health and Safety Award**

- (a) The Health and Safety Committee shall present annually on Injured Worker Day a health and safety award provided by the Employer.
- (b) The Local Union shall publicize such award presentation as an example of joint labour-management cooperation in health and safety.

### **23.09 Workers' Compensation**

- (a) 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 circumstances shall an Employee receive an increase in his/her 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 Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65%/35% and Group Life 50%/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) 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.
- (e) An Employee who participates in an ease back or return to work program following a period of Workers' Compensation benefits shall be paid his/her regular hourly rate for all time spent at the workplace unless the Employee continues to receive Workers' Compensation benefits for the time period.
- (f) An Employee shall not accrue any other benefits while on Workers' Compensation.
- (g) **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.

(h) Waiting Period

1. 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.
2. 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 two (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.
3. 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.
4. 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 his/her bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
5. 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 his or her sick leave bank and the total hours or dollars of sick time used to provide top up during his or her absence on WCB.

## **ARTICLE 24 - COMMITTEES**

### **24.00 Committees**

When the Employer sanctions the formation of various committees, i.e. Labour-Management, Health and Safety, Social, Employees appointed to such committees may temporarily leave their work to attend scheduled committee meetings without loss of pay. Approval to leave work must first be obtained from the Employee's immediate supervisor.

## **ARTICLE 25 - UNION MANAGEMENT COMMITTEE**

### **25.00 Representation on the Committee**

A Labour Management Committee is to be established consisting of not less than two (2) nor more than four (4) representatives of both the Employer and of the Union. The parties shall inform each other in writing of the names of the persons appointed to the Committee.

### **25.01 Frequency of Meetings**

This Committee will meet at least quarterly, providing notice is given by one of the parties, requesting such meeting and setting out in an agenda the matters to be considered at the meeting.

### **25.02 Notice of Meetings**

Such notice to be given one (1) week prior to a mutually agreeable meeting time and date. The meeting will last no more than one (1) hour duration, unless the time is extended through mutual agreement of both parties.

### **25.03 Purpose of the Committee**

- (a) The purpose of this Committee is to meet and discuss problems and concerns of both parties so that better relations shall exist between the Employer and the Employees.
- (b) The Committee may discuss all questions involving working conditions and improved service to the public and the residents, but such meeting will not be subject to discussion of matters properly falling under the Grievance Procedure.
- (c) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Each member of the Committee and the CUPE representative shall receive signed copies of the minutes, and minutes to be posted on the staff bulletin board.



## ARTICLE 26 - PERSONNEL FILES

### 26.00 Review of Personnel File

- (a) Upon request, an Employee shall be permitted to view the Employee's personnel file, during normal working hours and in the presence of someone appointed by the Employer.
- (b) The Employee shall also have the right to Union representation when viewing the Employee's personnel file.
- (c) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.
- (d) No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware of at the time of filing.
- (e) An Employee shall have the right to make copies of any material contained in his/her personnel record.
- (f) An Employee shall have the right to respond in writing to any document contained in the Employee's personnel file.

### 26.01 Purging Personnel File

No information of a detrimental effect shall remain in an Employee's file after a period of twenty-four (24) months following a suspension or disciplinary action and twelve (12) months for a letter of reprimand or adverse report provided that information regarding matters of a related nature has not been filed within this twenty-four (24) or twelve (12) month period. Further, where a reprimand or suspension is subject of an arbitration or court action, the decision of the Arbitrator or Court regarding the existence of the evidence shall govern.

## ARTICLE 27 - GENERAL PROVISIONS

### 27.00 Damaged Personal Effects

- (a) Subject to clauses (b) and (c), where an Employee in the performance of his/her duty, suffer any personal loss, and where such loss was not due to the Employee's negligence, the Employer will compensate the Employee for any loss suffered.
- (b) All incidents of loss suffered by an Employee shall be reported in writing within two (2) days of the incident to the CEO or his/her designated representative.
- (c) This provision shall only apply in respect of personal effects which the Employee would reasonably have in his/her possession during the performance of his/her duty.

- (d) Proof of loss and proof of replacement shall be presented to the CEO within two (2) weeks of the incident.
- (e) Such loss shall be of a nature and kind not covered as an act of nature.

#### **27.01 Work Attire**

The Employees will maintain maximum neatness and cleanliness at all times when on duty in accordance with the type of work performed.

#### **27.02 Retirement**

The parties acknowledge that Employees may retire for age, mental or physical disability in accordance with CPP or when benefits are accessed in accordance with the NSHEPP.

#### **27.03 Rights or Privileges**

Any rights or privileges presently enjoyed by and all responsibility now performed by the Employees but not specifically referred to in this Agreement shall continue in effect.

#### **27.04 Corporation Rules and Regulations**

An Employee shall be governed by Corporation rules and regulations except where such rules and regulations conflict with the provisions of this Agreement, in which case the provision of this Agreement shall apply.

### **ARTICLE 28 – NO STRIKE**

#### **28.00 No Strike, Work Stoppage, or Slowdown**

The Employer agrees that there shall be no lockout of Employees and the Union agrees there shall be no strike, slowdown or other collective action, which will stop, curtail or interfere with the operation of the Employer during the term of this Agreement.

### **ARTICLE 29 – NO CONTRACTING OUT**

#### **29.00 Restrictions on Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union Employee during the life of this Agreement.

## ARTICLE 30 - GROUP BENEFITS AND PENSION

### 30.00 Pension Plan

The Employer agrees, subject to the Eligibility Requirement of the Plan, to enroll CUPE Local 2330 members in the NSHEPP Pension Plan. The Employer and the Employee shall each make contributions according to the provisions of the existing Pension Plan.

### 30.01 Extended Health Benefits

- (a) The Employer agrees, subject to the eligibility requirement of the Plan, to enroll their Employees in the NSAHO Extended Health Plan. The premium costs for the Plan will be cost-shared 65% by the Employer and 35% by the Employee.
- (b) Employees who had pension funds invested in the Glen Haven Manor RRSP Plan and who chose not to buy back service in the NSHEPP Pension Plan, may only withdraw these monies from the old Group RRSP Plan in the event of:
  - i) employment termination, or
  - ii) retirement, or
  - iii) to buy back service in the NSHEPP Pension Plan.

### 30.02 Health and Safety Practices

The Employer and the Union shall co-operate in continuing and perfecting the safety and health measures now in effect. The Employer shall follow and work closely with the new Provincial Occupational Health and Safety Act and this will serve as our guidelines for safety practices within the Home.

### 30.03 Dental Plan

**Dental benefits will be made available to all Full-Time and Regular Part-Time Employees in the Bargaining Unit, in accordance with the following:**

- (a) **Dental benefits will be made available to permanent employees in the Bargaining Unit effective January 1, 2014.**
- (b) **Subject to the eligibility requirements of the Plan selected by the Employer, participation in the Plan will be mandatory for all Employees, except where satisfactory proof of coverage under a spousal plan is provided. The Employer will receive input through the Labour Management Committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of a dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.**
- (c) **Upon commencement, premium costs for the Plan will be shared on the basis of fifty percent (50%) Employer and fifty percent (50%) Employee.**

### **30.04 EI Rebate**

Within sixty (60) days of the signing of this Agreement, the Employer agrees to apply for the CUPE/GHM EI Rebate. Provided that there are sufficient funds, the monies will be used to finance a joint EAP program. In the event that there are insufficient funds or if there is a surplus beyond that needed to finance an EAP program, the parties will mutually agree on how the monies will be utilized.

### **30.05 Legal Representation for Scope of Duties**

It is recognized that from time to time Orderlies and PCW's may be required to deliver to patients in oral fashion medication and drugs specified by RN's and LPN's. In such situations, Glen Haven Manor Corporation shall provide each Employee with legal counsel in any case of court action brought against such Employees as a result of the Employee performing such duties and while acting within the scope of those duties. Furthermore, Glen Haven Manor Corporation shall indemnify such Employee for all monetary damages resulting from such performance and/or any court action as aforescribed. However, an Employee shall not be protected by this clause and shall not be considered acting within the scope of his/her duties if the actions of the Employee are unlawful or grossly negligent, but an Employee shall not be considered to be acting outside the scope of his/her duties solely because of a mere error in judgement made in good faith.

## **ARTICLE 31 – CLASSIFICATION & WAGES**

### **31.00 Wages**

The scale of wage rates for the Employees, shall be as set out in Schedule "A" hereto and forming part of this Agreement.

### **31.01 Assignment to a Lower Classification**

Any Employee temporarily assigned to a lower-paid classification than that in which the Employee is regularly employed, shall suffer no reduction in pay during this temporary assignment.

### **31.02 Assignment to a Higher Classification**

Any Employee temporarily assigned to a higher-paid classification for one (1) full shift shall receive the prevailing rate for the higher classification for the full period so worked. This assignment must be done by the Employer and the Employee must be informed of the classification change.

### **31.03 Pay Days**

- a) Time and method of payment of wages by the Employer shall be as previously agreed or may be changed by mutual agreement.
- b) Pay stubs are provided biweekly and all Employees are required to pick up their pay stubs within thirty (30) days.

### **31.04 Existing Classifications**

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

### **31.05 Shift Premiums**

Employees shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:

- (a) Increase of fifteen cents (\$0.15) effective the date of ratification of this Agreement;
- (b) Increase of fifteen cents (\$0.15) effective August 1, 2019;
- (c) Increase of twenty cents (\$0.20) effective October 31, 2020.

### **31.06 Weekend Premiums**

Employees shall continue to receive the hourly week-end premium rate they received prior to the effective date of this Agreement, subject to the following increases:

- (a) Increase of fifteen cents (\$0.15) effective the date of ratification of this Agreement;
- (b) Increase of fifteen cents (\$0.15) effective August 1, 2019;
- (c) Increase of twenty cents (\$0.20) effective October 31, 2020.

## **ARTICLE 32 – RETROACTIVE PAY**

### **32.00 Retroactivity**

- a) Retroactivity of pay shall only apply to Employees for the salary adjustments on the dates set out in Appendix "A", annexed hereto. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer written notice within 30 days of the date of signing of this agreement. Retroactive payments will be issued on a separate cheque.
- (b) All other provisions of this Collective Agreement shall only become effective on the date of signing of this Collective Agreement.
- (c) Retroactivity shall be paid to Employees on the first pay immediately following receipt of retroactivity payment from the Department of Health.

## **ARTICLE 33 - DURATION & TERMS**

### **33.00 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 mail or electronic mail to the Vice-President or the Secretary of the Union.
- b) If given by the Union, it must be served either by personal, mail or electronic mail to the Employer.

### **33.01 Notification to Management**

The Employees shall notify the Management of change of name, next of kin, telephone, marital status or number of dependents.

### **33.02 Agreement Shall be Binding**

This Agreement shall remain in full force for a period of **seventy-two (72)** months from November 1, 2014 to October 31, 2020, and shall automatically be renewed from year to year thereafter unless either party to this Collective Agreement, within the period of two (2) months prior to the termination of the Agreement, gives notice in writing requiring the other party to commence collective bargaining. The Union and the Employer shall, without delay, but in any case within twenty (20) clear days after the notice was given or such further time as the parties may agree, meet and commence to bargain collectively with one another and shall make every effort to conclude and sign a collective agreement.

## **ARTICLE 34 – AGREEMENT PRINTING COSTS**

### **34.00 Shared Printing Costs**

Upon being provided with a receipt, the Employer agrees to pay up to fifty percent (50%) to a maximum of three hundred dollars (\$300.00) of the cost of printing of this Collective Agreement.

Signed this 30<sup>th</sup> day of January, 2020.

FOR THE UNION:

Rose Best

C. Bernas

Nurj

dIm/cope491

FOR THE EMPLOYER:

C. Smith

Pauline Monk

James Jordan





**APPENDIX "A"**  
**GLEN HAVEN MANOR CORPORATION**  
**AND CUPE LOCAL 2330**

**Note: All hourly rates are based on 2080 hours.**

<u>Classification</u>			Oct 31/14 (expired rate)	Nov 1/16 (1%)	Nov 1/17 (1.50%)	Oct 31/18 (0.50%)	Nov 1/18 (1.50%)	Oct 31/18 (0.50%)	Nov 1/19 (1.50%)	Oct 31/20 (0.50%)
Dietary Worker (trained) / Environmental Services Worker (trained)	Probationary Rate	A	\$31,847	\$32,165	\$32,648	\$32,811	\$33,303	\$33,470	\$33,972	\$34,142
		H	\$15.31	\$15.4642	\$15.6961	\$15.7746	\$16.0112	\$16.0913	\$16.3327	\$16.4143
	Regular Rate	A	\$32,388	\$32,712	\$33,203	\$33,369	\$33,869	\$34,038	\$34,549	\$34,722
		H	\$15.57	\$15.7269	\$15.9628	\$16.0426	\$16.2832	\$16.3646	\$16.6101	\$16.6932
Cook / Cook's Helper	Probationary Rate	A	\$40,198	\$40,600	\$41,209	\$41,415	\$42,036	\$42,246	\$42,880	\$43,095
		H	\$19.33	\$19.5192	\$19.8120	\$19.9111	\$20.2097	\$20.3108	\$20.6154	\$20.7185
	Regular Rate	A	\$40,881	\$41,290	\$41,909	\$42,119	\$42,750	\$42,964	\$43,609	\$43,827
		H	\$19.65	\$19.8509	\$20.1486	\$20.2494	\$20.5531	\$20.6559	\$20.9657	\$21.0705
Journeyman Cook	Probationary Rate	A	\$43,929	\$44,368	\$45,034	\$45,259	\$45,938	\$46,168	\$46,860	\$47,094
		H	\$21.12	\$21.3309	\$21.6509	\$21.7591	\$22.0855	\$22.1959	\$22.5289	\$22.6415
	Regular Rate	A	\$44,676	\$45,123	\$45,800	\$46,029	\$46,719	\$46,953	\$47,657	\$47,895
		H	\$21.48	\$21.6936	\$22.0190	\$22.1291	\$22.4611	\$22.5734	\$22.9120	\$23.0265
Maintenance I	Probationary Rate	A	\$41,332	\$41,745	\$42,371	\$42,583	\$43,222	\$43,438	\$44,090	\$44,310
		H	\$19.87	\$20.0699	\$20.3709	\$20.4728	\$20.7799	\$20.8838	\$21.1970	\$21.3030
	Regular Rate	A	\$42,035	\$42,455	\$43,092	\$43,308	\$43,957	\$44,177	\$44,840	\$45,064
		H	\$20.21	\$20.4112	\$20.7174	\$20.8210	\$21.1333	\$21.2390	\$21.5575	\$21.6653

<u>Classification</u>			Oct 31/14 (expired rate)	Nov 1/16 (1%)	Nov 1/17 (1.50%)	Oct 31/18 (0.50%)	Nov 1/18 (1.50%)	Oct 31/18 (0.50%)	Nov 1/19 (1.50%)	Oct 31/20 (0.50%)	
Special Programmer (without PCW Course)	Start	A	\$35,762	\$36,120	\$36,661	\$36,845	\$37,397	\$37,584	\$38,148	\$38,339	
		H	\$17.19	\$17.3652	\$17.6257	\$17.7138	\$17.9795	\$18.0694	\$18.3405	\$18.4322	
	After 1 Year	A	\$36,494	\$36,859	\$37,412	\$37,599	\$38,163	\$38,354	\$38,929	\$39,124	
		H	\$17.55	\$17.7206	\$17.9865	\$18.0764	\$18.3475	\$18.4393	\$18.7159	\$18.8094	
	After 2 Years	A	\$37,238	\$37,610	\$38,175	\$38,365	\$38,941	\$39,136	\$39,723	\$39,921	
		H	\$17.90	\$18.0819	\$18.3531	\$18.4449	\$18.7216	\$18.8152	\$19.0974	\$19.1929	
	After 3 Years	A	\$37,997	\$38,377	\$38,953	\$39,147	\$39,735	\$39,933	\$40,532	\$40,735	
		H	\$18.27	\$18.4505	\$18.7272	\$18.8209	\$19.1032	\$19.1987	\$19.4867	\$19.5841	
	After 4 Years	A	\$38,772	\$39,160	\$39,747	\$39,946	\$40,545	\$40,748	\$41,359	\$41,566	
		H	\$18.64	\$18.8268	\$19.1092	\$19.2047	\$19.4928	\$19.5903	\$19.8841	\$19.9835	
	Activity Worker (With PCW Course)	Probationary Rate	A	\$35,172	\$35,524	\$36,057	\$36,237	\$36,780	\$36,964	\$37,519	\$37,706
			H	\$16.91	\$17.0787	\$17.3349	\$17.4216	\$17.6829	\$17.7713	\$18.0379	\$18.1281
		Start	A	\$35,770	\$36,128	\$36,670	\$36,853	\$37,406	\$37,593	\$38,157	\$38,347
			H	\$17.20	\$17.3691	\$17.6296	\$17.7178	\$17.9835	\$18.0735	\$18.3446	\$18.4363
After 1 Year		A	\$36,502	\$36,867	\$37,420	\$37,607	\$38,171	\$38,362	\$38,938	\$39,132	
		H	\$17.55	\$17.7245	\$17.9904	\$18.0803	\$18.3516	\$18.4433	\$18.7200	\$18.8136	
After 2 Years		A	\$37,246	\$37,618	\$38,183	\$38,374	\$38,949	\$39,144	\$39,731	\$39,930	
		H	\$17.91	\$18.0858	\$18.3571	\$18.4489	\$18.7256	\$18.8192	\$19.1015	\$19.1970	
After 3 Years		A	\$38,006	\$38,386	\$38,962	\$39,157	\$39,744	\$39,943	\$40,542	\$40,745	
		H	\$18.27	\$18.4548	\$18.7317	\$18.8253	\$19.1077	\$19.2032	\$19.4913	\$19.5887	
After 4 Years		A	\$38,781	\$39,169	\$39,756	\$39,955	\$40,554	\$40,757	\$41,369	\$41,575	
		H	\$18.64	\$18.8312	\$19.1136	\$19.2092	\$19.4973	\$19.5948	\$19.8887	\$19.9882	
Activity Worker Community College Diploma Or University Degree related to Recreation		Probationary	A	\$43,134	\$43,565	\$44,219	\$44,440	\$45,107	\$45,332	\$46,012	\$46,242
			H	\$20.74	\$20.9449	\$21.2590	\$21.3653	\$21.6858	\$21.7943	\$22.1212	\$22.2318
	Regular Rate	A	\$43,867	\$44,306	\$44,970	\$45,195	\$45,873	\$46,102	\$46,794	\$47,028	
		H	\$21.09	\$21.3008	\$21.6203	\$21.7284	\$22.0543	\$22.1646	\$22.4971	\$22.6096	

<u>Classification</u>			Oct 31/14 (expired rate)	Nov 1/16 (1%)	Nov 1/17 (1.50%)	Oct 31/18 (0.50%)	Nov 1/18 (1.50%)	Oct 31/18 (0.50%)	Nov 1/19 (1.50%)	Oct 31/20 (0.50%)	
Physiotherapy Assistant (with or without PCW course)	Probationary Rate	A	\$35,477	\$35,832	\$36,369	\$36,551	\$37,099	\$37,285	\$37,844	\$38,033	
		H	\$17.06	\$17.2268	\$17.4852	\$17.5726	\$17.8362	\$17.9254	\$18.1943	\$18.2853	
	Start	A	\$36,080	\$36,441	\$36,987	\$37,172	\$37,730	\$37,919	\$38,487	\$38,680	
		H	\$17.35	\$17.5196	\$17.7824	\$17.8713	\$18.1394	\$18.2301	\$18.5035	\$18.5961	
	After 1 Year	A	\$36,817	\$37,185	\$37,743	\$37,932	\$38,501	\$38,693	\$39,274	\$39,470	
		H	\$17.70	\$17.8775	\$18.1456	\$18.2364	\$18.5099	\$18.6025	\$18.8815	\$18.9759	
	After 2 Years	A	\$37,567	\$37,943	\$38,512	\$38,704	\$39,285	\$39,481	\$40,074	\$40,274	
		H	\$18.06	\$18.2417	\$18.5153	\$18.6079	\$18.8870	\$18.9814	\$19.2661	\$19.3625	
	After 3 Years	A	\$38,333	\$38,716	\$39,297	\$39,494	\$40,086	\$40,286	\$40,891	\$41,095	
		H	\$18.43	\$18.6136	\$18.8928	\$18.9873	\$19.2721	\$19.3685	\$19.6590	\$19.7573	
	After 4 Years	A	\$39,115	\$39,506	\$40,099	\$40,299	\$40,904	\$41,108	\$41,725	\$41,933	
		H	\$18.81	\$18.9933	\$19.2782	\$19.3746	\$19.6653	\$19.7636	\$20.0600	\$20.1603	
	PCW I (without certificate)	Start	A	\$33,414	\$33,748	\$34,254	\$34,426	\$34,942	\$35,117	\$35,643	\$35,822
			H	\$16.06	\$16.2251	\$16.4684	\$16.5508	\$16.7990	\$16.8830	\$17.1363	\$17.2220
After 1 Year		A	\$34,099	\$34,440	\$34,957	\$35,131	\$35,658	\$35,837	\$36,374	\$36,556	
		H	\$16.39	\$16.5577	\$16.8061	\$16.8901	\$17.1434	\$17.2292	\$17.4876	\$17.5750	
After 2 Years		A	\$34,760	\$35,108	\$35,634	\$35,812	\$36,350	\$36,531	\$37,079	\$37,265	
		H	\$16.71	\$16.8787	\$17.1318	\$17.2175	\$17.4758	\$17.5631	\$17.8266	\$17.9157	
After 3 Years		A	\$35,420	\$35,774	\$36,311	\$36,492	\$37,040	\$37,225	\$37,783	\$37,972	
		H	\$17.03	\$17.1991	\$17.4571	\$17.5444	\$17.8076	\$17.8966	\$18.1651	\$18.2559	
After 4 Years		A	\$36,082	\$36,443	\$36,989	\$37,174	\$37,732	\$37,921	\$38,489	\$38,682	
		H	\$17.35	\$17.5206	\$17.7834	\$17.8723	\$18.1404	\$18.2311	\$18.5046	\$18.5971	

Glen Haven

<u>Classification</u>			Oct	Nov 1/16	Nov 1/17	Oct	Nov 1/18	Oct	Nov 1/19	Oct
			31/14 (expired rate)	(1%)	(1.50%)	31/18 (0.50%)	(1.50%)	31/18 (0.50%)	(1.50%)	31/20 (0.50%)
PCW II (with certificate)	Start	A	\$34,074	\$34,415	\$34,931	\$35,106	\$35,632	\$35,810	\$36,348	\$36,529
		H	\$16.38	\$16.5455	\$16.7937	\$16.8777	\$17.1309	\$17.2165	\$17.4748	\$17.5621
	After 1 Year	A	\$34,760	\$35,108	\$35,634	\$35,812	\$36,350	\$36,531	\$37,079	\$37,265
		H	\$16.71	\$16.8787	\$17.1318	\$17.2175	\$17.4758	\$17.5631	\$17.8266	\$17.9157
	After 2 Years	A	\$35,445	\$35,799	\$36,336	\$36,518	\$37,066	\$37,251	\$37,810	\$37,999
		H	\$17.04	\$17.2113	\$17.4694	\$17.5568	\$17.8201	\$17.9092	\$18.1779	\$18.2688
	After 3 Years	A	\$36,106	\$36,467	\$37,014	\$37,199	\$37,757	\$37,946	\$38,515	\$38,708
		H	\$17.36	\$17.5322	\$17.7952	\$17.8842	\$18.1525	\$18.2432	\$18.5169	\$18.6095
	After 4 Years	A	\$36,792	\$37,160	\$37,717	\$37,906	\$38,474	\$38,667	\$39,247	\$39,443
		H	\$17.69	\$17.8653	\$18.1333	\$18.2240	\$18.4974	\$18.5898	\$18.8687	\$18.9630

**MEMORANDUM OF AGREEMENT**

**12 Hour Shifts  
Nutrition  
Environmental  
Quality & Resident Care**

**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")

---

**THE PARTIES agree:**

- 1. In accordance with Article 11.00(b), CUPE Local 2330 has given approval for a 12-hour rotation for the above-mentioned departments.**
- 2. To amend the Collective Agreement as follows:**
  - (a) Any references in the Collective Agreement to an eight (8) hour day will be applied as if the references were to a twelve (12) hour day. Overtime will be paid for all hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week period.**
  - (b) The parties further agree that all employees who work a twelve (12) hour shift will receive time and one-half (1½) for all hours worked on the holidays outlined in Article 16.01, however will only bank eight (8) hours in lieu of the holiday. Similarly, in the event that an employee is not scheduled to work on the holiday, they will receive eight (8) hours of pay to be used in accordance with Articles 16.02 and 16.03.**
- 3. In the event that either Party decides to end the 12-Hour Shift Rotation MOA, in any of the above listed Departments, either party may serve notice to terminate this agreement with no less than sixty (60) days' notice.**
- 4. In Accordance with Articles 11.01 and 11.02, Employees shall be entitled to one (1), fifteen (15) minute rest period for each four (4) hours worked and one (1) meal break calculated on the basis of fifteen (15) minutes for each four hours worked.**

**Such rest periods and meal breaks will be taken during the twelve (12) hours shift as;**

  - (a) two (2) separate thirty (30) minute meal breaks;**
  - (b) two (2) separate fifteen (15) minute rest periods.**
- 5. Unless amended herein, all other articles of the Collective Agreement continue to apply.**

SIGNED at New Glasgow, Nova Scotia, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

Rose Best

Cherise

Nery

FOR THE UNION

Smith

Paul Marks

James Ford

## MEMORANDUM OF AGREEMENT

### Job Sharing

**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")

---

**THE PARTIES** to this agreement, agree to a job sharing arrangement with the following terms and conditions:

1. Staff may be permitted to enter a job sharing arrangement whereby job share partners combine regular hours of work to fulfill the requirements of the position.
2. Job Share opportunities are limited to arrangements whereby positions are split no less than 50/50. In exceptional circumstances Job Shares outside of this range may be considered with the approval of the Union.
3. Two staff interested in such arrangement will submit a proposal, dated and signed by both staff members to the Senior Leader detailing:
  - a. Duration (temporary or continuing)
  - b. Work schedule, and allocation (e.g. 50/50)
  - c. Any other relevant items such as shifts worked
4. The Senior Leader will review the proposal considering operational requirements, the needs of the staff and the request will not be unreasonable denied.
5. Staff in job share will be classed as Part-Time for the purposes of pay and benefits.
6. Where one staff is not available for shifts due to illness, time off or leave, the shifts shall be offered according to seniority as per the Collective Agreement.
7. With thirty (30) days written notice, the Employer or staff may discontinue a job share. The staff will return to their regular or former positions or status.
8. If either job share partner resigns or takes another positions, or the normal relief for the Full-Time position resigns or takes another position all staff in the job share will return to their original positions.
9. No staff will be required to enter into a job share arrangement.
10. Casual staff are not eligible to participate in job share arrangements.

SIGNED at New Glasgow, Nova Scotia, this 30<sup>th</sup> day of January, 2020.

**FOR THE EMPLOYER**

*[Signature]*

*Paula Marks*

*Jane Jordan*

**FOR THE UNION**

*Rose Best*

*Cherrie*

*Nery*



## MEMORANDUM OF AGREEMENT

### Calculating Years of Continuous Service

**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 that the new vacation provisions (Articles 15.00 and 15.01) negotiated in this round of bargaining will not come into effect until commencement of the next vacation year, on April 1, 2014;

**AND WHEREAS** the Parties agree that in the interim, the Employer will continue with their current practice of calculating vacation entitlement;

**AND WHEREAS** the Parties agree that the purpose of this Memorandum of Agreement is to explain the method by which employees' total years of continuous service will be calculated. The actual vacation entitlements available to individual employees will be calculated (and, in some cases, prorated) pursuant to Article 15 of the Collective Agreement.

**AND WHEREAS** the Parties agree in the event of a conflict between this Memorandum of Agreement and Article 15 of the Collective Agreement, the terms of Article 15 will prevail;

**NOW THEREFORE** the Parties agree as follows:

1. On or before February 15, 2014, the Employer shall post:
  - a. The total years of continuous service since the most recent date of hire of each Full Time and Regular Part Time employee; and
  - b. The cumulative regular hours paid since the most recent date of hire of each Casual Employee.

Employees will have ten (10) business days to challenge his/her calculated years of service or regular hours paid. If no written objection is received by the Employer within that ten (10) day period, the years of service/regular hours paid as calculated on the list shall be used for all purposes going forward. The Employer will provide the Union with copies of any written objections filed.

2. Employees who are already Full Time or Regular Part Time employees as of March 31, 2014 shall have their total years of continuous service since last date of hire calculated as follows:
  - a. Calculate the "percentage (%) of the first vacation year" (rounded to two decimal points) that the employee was employed, according to the following chart:

Month of Hire	% of first vacation year employed
April	1.0
May	.92
June	.83
July	.75
August	.67
September	.58
October	.50
November	.42
December	.33
January	.25
February	.17
March	.08

*[Note: this percentage point only impacted an employee's vacation entitlement in their first year of employment. Thereafter it only demonstrates relative seniority but does not impact vacation entitlement beyond that set out in Article 15.00]*

- b. To determine the employee's years of continuous service effective April 1, 2014 calculate number of years between April 1<sup>st</sup> of the year following their last date of hire and March 31, 2014 (ie. date of hire is July 1, 1977, so the employee's years of continuous service = April 1, 1978 to March 31, 2014 = 36 years).
- c. To determine the employee's "total years of continuous service", add the "percentage (%) of first vacation year" (4a) to the employees "continuous service" (4b).

*Example:*

*An employee was hired on July 1, 1977 (to a Casual or Full Time or Regular Part Time position). On March 31, 2014, their total years of continuous service will be calculated as follows:*

*Percentage of First Vacation Year: 0.75 years*

*Years of Continuous Service  
effective April 1, 2014: 36 years*

*Total Years of Continuous Service: 0.75 years (percentage of first vacation year)  
+ 36 years (2014 years of continuous service)  
36.75 years*

3. Employees who become Full Time or Regular Part Time employees after April 1, 2014 shall have their total years of continuous service since last date of hire calculated on April 1<sup>st</sup> of the next vacation year, as follows:
  - a. Casual service history, if any, shall be calculated as set out in Article 15.01(c)(1);
  - b. Percentage of first vacation year employed as a Full Time or Regular Part Time employee will be determined according to the employee's commencement date as a Full Time or Part Time employee through to March 31 of the current vacation year, rounded to two decimal places.

[Note: This percentage point only impacts an employee's vacation entitlement in their first vacation year that they hold a Full Time or Regular Part Time position. Thereafter it only demonstrates relative seniority but does not impact vacation entitlement beyond that set out in Article 15.00.]

- c. To determine the employee's "total years of continuous service", add the employee's casual service history (if any) to the percentage (%) of first vacation year employed in a Full Time or Regular Part Time position.

Example:

A Casual employee takes a Full Time or Part Time position on July 1, 2014. They have accumulated 3,120 regular hours paid with the Employer to this date.

Casual Service History: 1.50 years (3,120 regular hrs paid / 2,080 hrs)

Percentage of First Vacation Year: .75 years (273 calendar days / 365 days)

Total Years of Continuous Service: 1.50 years (Casual Service History)  
+ 0.75 years (percentage of first vacation year)  
2.25 years

SIGNED at New Glasgow, Nova Scotia, this 30<sup>th</sup> day of January 2020.

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]

FOR THE UNION

[Signature]  
[Signature]  
[Signature]

MEMORANDUM OF AGREEMENT

Orderly Rate of Pay

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 have met to discuss the issue of the Orderly Rate of Pay;

THEREFORE the Parties hereto agree as follows:

- 1. THAT the hourly rate of pay for Orderlies shall be \$0.63 per hour more than the hourly rate of pay for the PCW II Classification for the duration of the collective agreement.

AND WHEREAS the current collective agreement does not clearly identify the required days worked for part-time/casual employees to qualify for additional vacation days after twenty-five (25) years;

THEREFORE the parties hereto agree as follows:

Table with 4 columns: Years of Service (Full-Time Employees), Days Worked Part-Time / Casual Employees, Vacation Entitlement (Full-Time Employees), and Vacation Pay % of Gross Earnings (Part-Time / Casual Employees). Rows show increasing years of service and corresponding vacation entitlement and pay percentages.

The bolded words in the table above indicate a change from existing language in the collective agreement to allow for the continuation of the increasing accrual rate for vacation entitlement.

SIGNED at New Glasgow, Nova Scotia, this 30th day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

[Signature of Employer Representative]

[Signature of Union Representative]

[Signature of Employer Representative]

[Signature of Union Representative]

[Signature of Employer Representative]

[Signature of Union Representative]

# MEMORANDUM OF UNDERSTANDING

## Maintenance Assistant

Between  
Glen Haven Manor Corporation  
Hereinafter referred to as "the Employer"  
And  
Canadian Union of Public Employees Local 2330  
Hereinafter referred to as "Local 2330")

---

**WHEREAS;** the Employer has approached Local 2330 and identified the need for occasional assistance in the Maintenance Department;

**AND WHEREAS;** there are workers at Glen Haven Manor who have the skills and abilities to provide the required assistance;

**AND WHEREAS;** there is no classification for a Maintenance Assistant in the current Collective Agreement;

**AND WHEREAS;** the Maintenance classification will be preserved in its entirety;

**THEREFORE;** the Parties agree as follows:

1. A classification for Maintenance Assistant will be created and filled with current Employees of the Employer under the guide lines of a short-term vacancy. Should the term of the position go beyond a short-term vacancy time frame, it will be posted as per Article 12 of the Collective Agreement.
2. Current Employees who have expressed an interest and/or shown an inclination towards a career in maintenance or associated trades will be given consideration.
3. The Employer's requirements for Maintenance Assistant will be as per the qualifications on the job description and the number of hours assigned to the position may vary.
4. The Employer will assign the work and the number of hours as required, equitably to individuals in this classification.
5. The creation of this classification will not affect any other classification, excepting that Maintenance Assistant(s) may be asked to assist the Maintenance Department in their duties.
6. The Employees working as a Maintenance Assistant will be paid two dollars (\$2.00) less per hour than the probationary rate for Maintenance I while working as a Maintenance Assistant.

7. Employees temporarily employed in the Maintenance Assistant classification will not suffer a loss of wages or access to hours. When not working as a Maintenance Assistant, the Employee will revert back to their former position and rate of pay. The Employer will back-fill any vacancy to the Maintenance Assistant's original classification.
8. The Employer will provide a job description for the Maintenance Department and for the Maintenance Assistant classification to accompany this Memorandum of Understanding.
9. The Union and the Employer will review this Memorandum of Understanding, upon request of the other, within 28 days of such request having been made.
10. Either Party may terminate this Memorandum of Understanding with ninety (90) days' notice being given to the other Party.
11. All Articles of the Collective Agreement not specifically addressed in this Memorandum of Understanding shall prevail.

SIGNED THIS 30<sup>th</sup> DAY OF January 2020

FOR THE EMPLOYER:

[Signature]  
[Signature]  
[Signature]

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]

**MEMORANDUM OF UNDERSTANDING**

**CCA Lead Position**

**Between  
Glen Haven Manor Corporation  
Hereinafter referred to as "the Employer"  
And  
Canadian Union of Public Employees Local 2330  
Hereinafter referred to as "Local 2330"**

---

**WHEREAS** the Parties have agreed to CCA Lead positions which vary from the classifications set out in Appendix A;

**AND WHEREAS;** this Agreement is entered into on a without-prejudice and without-precedent setting basis;

**THEREFORE;** the Parties hereto agree as follows:

1. The Employer may serve notice to terminate this Agreement with no less than sixty (60) days' notice;
2. That the Employer will determine the number of CCA Lead positions required by the organization and shall post CCA Lead vacancies in accordance with the terms of the Collective Agreement;
3. That Employees who work in CCA Lead positions will be paid an additional ten percent (10%) above their current rates of pay, less required statutory deductions and will return to their current rates of pay when they return to the regular CCA Classification;

SIGNED THIS 30<sup>th</sup> DAY OF January 2020

FOR THE EMPLOYER:

FOR THE UNION:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



**MEMORANDUM OF UNDERSTANDING**

**Uniforms**

**Between**  
**Glen Haven Manor Corporation**  
**Hereinafter referred to as "the Employer"**  
**And**  
**Canadian Union of Public Employees Local 2330**  
**Hereinafter referred to as "Local 2330"**




---

Effective December 1, 2019 CUPE Local 2330 and Glen Haven Manor Corporation agree to the following regarding uniforms to be worn in the workplace.

1. The Employer shall provide each Employee with three (3) full sets of uniforms upon implementation of this agreement or upon subsequent date of hire.
2. Laundering of these uniforms shall be the responsibility of the Employee. The Employee shall maintain the uniforms in a clean and presentable fashion.
3. On the first anniversary of this Memorandum, the Employer agrees to provide to each worker two (2) additional sets of uniforms.
4. Although Employees are not obligated to pay for supplied uniforms upon retirement, resignation or termination, Employees shall turn into the Employer all Uniforms previously provided.
5. The Employer may terminate this Memorandum of Understanding upon giving sixty (60) days written notice to the Union. If this Memorandum is terminated, then Employees shall revert to being subject to the terms and conditions of Article 27.01 – Work Attire.

SIGNED THIS 30<sup>th</sup> DAY OF January 2020

FOR THE EMPLOYER:

FOR THE UNION:

