

COLLECTIVE AGREEMENT

BETWEEN

THE RIVERVIEW HOME CORPORATION

- and -

LOCAL UNION 2330

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Term of the Expired Agreement:

April 1, 2015 to March 31, 2021

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PREAMBLE

Recognizing the common dependence and interest of the Employer and employees in the welfare of the corporation and recognizing further the relationship of goodwill and mutual respect between the Employer and the employees to contribute to the enhancement of services, to the efficiency of operations and to the welfare of clients, the parties to this contract have joined together in the following Agreement:

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01* Intentions of the Parties

It is the intentions of both parties to this Agreement:

- (a) To improve relations between the Employer and the Union; and
- (b) To provide clear conditions of employment and safe working conditions; and
- (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions and employment of its employees; and,
- (d) To encourage the efficiency and the economy of operations and services; and,
- (e) To carry on the aims and objectives of the corporation, with due consideration to the interest of the employees, the clients and the Employer; and
- (f) To promote the morale, well-being and security of all employees.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01* Right to Manage

Subject to the terms of this Collective Agreement, the Employer reserves and retains all rights to manage the operations and direct the work force except to the extent that such rights are expressly abridged by the specific articles of this Collective Agreement.

2.02* No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, marital status, nor by reason of his membership in a labour Union.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01* Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2330 as the sole and exclusive collective bargaining agent for all its employees save and except the CEO, CFO, Director of Resident Services, Clerical Staff, RNs, RN Supervisors, Unit Co-ordinators, Environmental Services Manager, Food Services Manager, Support and Planning Supervisor, Facilities Manager, HR/Education Coordinator, Group Home Supervisors, Recreation Supervisors, Directors, Quality Control Coordinator, Clinical Services Manager, Social Enterprises Coordinator and excluding those persons excluded by paragraphs (a) and (b) of subsection 2 of section 2 of the Trade Union Act and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02* Definition of "Employee"

The term "employee" as used in this Agreement shall include all eligible full-time, part-time and casual employees of the corporation in accordance with the provisions of the Trade Union Act of Nova Scotia and the terms of certification issued by the Labour Relations Board (NS) to the Union.

3.03* Gender Application

When the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

3.04* No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract. This is not intended to prevent the Employer and the employee from making time-to-time mutually advantageous temporary agreements or arrangements which do not adversely affect other employees in the unit.

3.05* Right of Fair Representation

The employees shall have the right to have the assistance of advisors or representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Subject to the prior approved permission of the Administrator, such representative(s) or advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.06* List of Bargaining Unit

In March of each year, the Employer shall provide an electronic list of Bargaining Unit members. The list will include the member's name, employment status, last known address and telephone number, if listed.

ARTICLE 4 - SENIORITY

4.01 Seniority Defined

The seniority of a full-time or part-time employee shall be established after the probationary period has elapsed and shall be retroactive to the date of hire. Seniority shall be on a bargaining unit-wide basis.

4.02 Two or More Persons Hired Same Day

When two or more full-time or part-time employees are hired on the same day, seniority shall be determined by lottery draw. When this occurs, the Union will be notified in writing, within 30 days of the establishment of their seniority, as to their order of seniority.

4.03 Seniority and Qualifications

Where skills, abilities and qualification are equal, seniority shall be the determining factor in filling vacancies or promotions to higher classifications.

4.04 Transfers

Subject to the mutual agreement of the Employer and the full-time or part-time employee, permanent transfers from one unit to another or from one department to another can be requested and due consideration shall be given to the seniority of the full-time or part-time employee making application for transfer.

4.05 Seniority Rosters

Two (2) seniority rosters shall be posted in a place accessible to all employees. One list for the seniority of full-time and part-time employees as provided in Article 4.01 and a second list for casual employees stating their accumulated hours worked. These rosters shall contain the names and dates of employment of employees covered by this Agreement and shall be revised and posted in April of each year.

4.06 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of absence approved by the Employer notwithstanding Article 4.08. An employee shall lose seniority and employment in the event:

- (a) The Employee resigns and does not withdraw the resignation within two (2) days.
- (b) The Employee is discharged and not reinstated.
- (c) The Employee is laid off for a period of more than one (1) year.
- (d) The Employee is absent from work for more than five (5) consecutive working days without securing leave of absence from the Employer.
- (e) The Employee fails to return to work within ten (10) working days after recall notice is given personally or by registered mail or FAX to his last address on file with the Employer. It shall be a condition of possible future recall from lay-off that all employees keep their Employer informed of their current mailing address and telephone number.

(f) The Employee retires.

4.07 Transfer and Seniority Outside Bargaining Unit

No full-time or part-time employee shall be transferred to a temporary position outside the bargaining unit without their consent. If a full-time or part-time employee accepts a temporary position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such assignment period shall not exceed one (1) year unless mutually agreed between the employer and the union. When a full-time or part-time employee returns to the bargaining unit, the full-time or part-time employee shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of a full-time or part-time employee holding greater seniority.

ARTICLE 5 - ACQUAINT NEW EMPLOYEES

5.01* Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment.

5.02* Interviewing Opportunity

On commencing employment, the Supervisor shall notify the new employee to their Union Steward or Representative. An officer of the Union shall be given an opportunity to interview each new employee after regular working hours. A meeting room shall be made available to the Union Officer by Management for an interview.

ARTICLE 6 - DEFINITIONS

6.01 Full-Time Employee

means an employee awarded a full-time position who has successfully completed the probationary period and who works the regular hours of work set out in Article 15.01(a).

6.02 Part-Time Employee

means an employee awarded a part-time position who has successfully completed the probationary period and who works part-time hours. Benefits under this agreement for Part-Time employees shall be prorated on the basis of Regular Hours Paid to Full-Time hours.

6.03* Casual Employee

- (a) The term "Casual Employee" means a casual employee registered on the call in list, and who works on a day to day basis as required to fill in positions temporarily deprived of their incumbents; or to meet temporary work overload; or to reduce overtime commitments; or to perform work of a limited duration; or to perform special project work; or for any other reason agreed upon locally between the Employer and the Union.
- (b) The terms, provisions and benefits set out in this agreement does not accrue or apply to casuals unless expressly indicated otherwise.
- (c) Casual employees shall pay union dues in accordance with this Collective Agreement.

6.04* Call In List

The call in list is used to fill in positions by casual employees and those part-time employees who have indicated a willingness to be called for extra shifts.

6.05* Probationary Period

is that period for newly hired workers up to fifty-five (55) shifts worked in the position. Probationary employees may be dismissed at any time without recourse to the grievance or arbitration procedures. The probationary period may be extended by mutual agreement between the Employer and the Union.

6.06 Employment Status

means an employee's regular position awarded by the Employer and defined as a percentage of full-time hours. Casual employees shall have no Employment Status.

6.07 Temporary Vacancy

is a vacant position for a designated period in excess of six (6) weeks. The Employer may require an Employee to fill at least six (6) weeks of the temporary vacancy before such an Employee is eligible to apply for another temporary vacancy.

6.08 Regular Hours Paid

includes hours paid by the Employer including paid vacations, paid holidays paid sick leaves, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours premium hours (and any overtime hours which exceed 2080 hours per year), and hours paid by a third party (WCB, EI, etc...).

6.09 Pension Plan

Pension Plan means the Nova Scotia Health Employees' Pension Plan (NSH EPP) or successor defined benefits pension plan.

6.10 "Holiday

means the twenty-four (24) hour period commencing at 0001 on a day designated as a holiday in this Agreement.

6.11 Extended Leave

means a leave period in excess of six (6) weeks.

6.12 Common Law Partner

means another individual who has cohabitated with the individual in a conjugal relationship for a period of at least one year.

6.13 Accumulated Time

Employees accrue time for the following items:

1. Attendance at staff or unit meetings at straight time when such meetings occur while the employee is not scheduled to work;
2. Attendance at mandatory training/education at straight time when such education occurs while the employee is not scheduled to work. The

Employer, in its sole discretion, shall identify training/education that it deems mandatory for its employees.

3. Attendance at Committee meetings at straight time when such meetings occur while the employee is not scheduled to work;
4. Attendance at ISPs at straight time when such planning occurs while the employee is not scheduled to work;
5. Overtime at time and a half if the employee prefers not to be paid out when working overtime.

The maximum accrual allowed is forty (40) hours and any time not taken will be paid out of the end of the fiscal year.

ARTICLE 7 - CORRESPONDENCE

7.01* Correspondence between the Parties

- (a) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer to the Site Representative or designate of this corporation.
- (b) A copy of any correspondence between the Employer, or designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement, shall be forwarded to the Site Representative of the Union for this corporation.

ARTICLE 8 - UNION SECURITY AND CHECK-OFF

8.01* All Employees to be Members

All employees, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union after probationary period. Union dues shall not be deducted until a satisfactory probationary period is completed.

8.02* Check-Off Payments

The Employer shall deduct from every employee any dues or assessments levied, in accordance with the Union Constitution and By-Laws, but not including initiation fees.

8.03* Deductions

Biweekly deductions of dues shall be made from each employee and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of names, addresses and classifications of employees from who the deductions have been made.

8.04* Dues Receipts

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

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.01* Establishment of Committee

A Labour-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. Only one (1) employee per department.

9.02* Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms so that better relations shall exist between the Employer and employees;
- (b) Improving services in general;
- (c) Promoting safety and operational practices;
- (d) Reviewing suggestions from both parties;
- (e) Correcting conditions causing grievances and misunderstandings.

9.03* Meetings of Committee

The Committee shall meet at least two (2) times a year at a mutually agreeable time and place or at the call of either party. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

9.04* Pay Provision

Employees shall not suffer any loss of pay for time spent with this Committee.

9.05* Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.06* Recommendations from Meetings

The committee shall have the power to make recommendations to the Union and to the Employer.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01* Recognition of Union Stewards, Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents in preparing and presenting the employee's grievance in accordance with the grievance procedure.

10.02* Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

- (a) The Union will appoint and the Employer will recognize Committees of three (3) members, but not more than one (1) employee per department, representing all eligible employees to deal with complaints and grievances. This committee will be known as the Grievance Committee.

The Union will inform the Employer of the changes therein during the terms of this agreement.

- (b) The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes as provided in this Article.

10.03* Permission to Leave Work

Union Stewards shall be selected in accordance with the constitution of the Union. Stewards will not leave their work during working hours except to perform required duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of the Supervisor, which permission shall not be unreasonably withheld. The Employer agrees that where prior permission has been granted to Stewards to leave their employment temporarily in order to deal with grievances, they shall suffer no loss of pay for the time so spent.

10.04* Right to Have Steward Present

An employee shall have the right to have the Steward present at any discussion with Supervisory Personnel which might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee in advance regarding the purpose of the interview in order that the employee may contact the Steward to be present at the interview. A Steward or local Union officer shall have the right to consult with a CUPE representative and to have that representative present at any discussion with Supervisory Personnel which might be the basis of disciplinary action.

10.05* Definition of Grievance/Settling of Grievances

Should a dispute arise between the Employer, an employee or the Union regarding the interpretation, meaning, operation, or application of this agreement, including any allegation made that this agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to his Steward within five (5) days from the date of the occurrence giving rise to the grievance. The complaint will be discussed with the employee's

immediate Supervisor. The supervisor shall respond within five (5) working days of the discussion.

Step 2

Failing settlement under Step 1, a written statement of the particulars of the grievance, the violation of the specific Articles of the Collective Agreement being alleged and the redress sought will be submitted to the Director within five (5) working days. The Director shall render a written decision within five (5) working days.

Step 3

Failing settlement of the matter with the Director, the grievance may be submitted in writing to the Administrator with a copy to the Board Chair within five (5) working days of receiving the Step 2 response.

Step 4

Failing satisfactory settlement being reached in Step 3, the union may refer the dispute to arbitration within ten (10) working days.

10.06* General Application Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by passed.

10.07 Step 2 Grievances

Grievances related to layoffs, recalls, discipline and/or discharge will commence at Step 2.

10.08* Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

10.09* Breach or Violation

if the Union or the Employer alleges a breach or violation of this Agreement, the alleging party shall promptly notify the other in writing of the alleged breach or violation.

10.10* Grievance Committee

The Union will appoint and the Employer will recognize committees of three (3) members representing all eligible employees within the scope of this agreement to deal with complaints and grievances. This committee will be known as the Grievance Committee. The Union will inform the Employer of the names of the members of the committees and any changes therein during the term of this agreement.

ARTICLE 11 – ARBITRATION

11.01* Composition of Board of Arbitration

An Arbitration Board of three (3) members, one appointed by the Union; one by the Employer; and a third, a Chairperson, mutually agreed upon by the other two appointed members of the Arbitration Board. Should the two appointed members fail to agree upon a third member, they shall be appointed by the Minister of Labour of the Province of Nova Scotia but shall not be a civil servant.

11.02* Power of the Board

The Arbitration Board shall have the power to add, modify, set aside any penalty imposed by the Employer, relating to disciplinary measures before them, but shall not have the power to add, subtract or modify any terms of this Agreement. Agreement reached in any stages of the foregoing shall be final and binding upon both parties.

11.03* Appointing of the Board

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an impartial chairperson.

11.04* Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within ten (10) days of their

appointment, the appointment shall be made by the Minister of Labour in accordance with the terms of Article 11.01 upon request of either party.

11.05* Procedure of the Board

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference of allegation and render a decision as soon as possible from the time the chairperson is appointed.

11.06* The Decision of the Board

The decision of 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. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed except by mutual agreement of the parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.07* Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do as soon as possible.

11.08* Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One-half (1/2) of the fees and expenses of the Chairperson.

11.09* Policy of the Board

At any stage of the grievance or arbitration procedure the parties shall have the assistance of any employee(s) concerned as witnesses, and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, providing the Board of Arbitration advises the Administrator of the day they require to visit the premises.

11.10* Time Limits

The time limits in both the grievance and arbitration procedures are established by the parties to this agreement and for the purpose of Article 10 and Article 11 working days excludes Saturdays, Sundays and statutory holidays. 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.

11.11* Equal Opportunity

An arbitrator shall give the parties an opportunity to properly present their case in order to determine the real matter in dispute, subject to the time limits set out in Article 10 - Grievance Procedure.

11.12* Single Arbitrator

A single arbitrator may be used if mutually agreed within four (4) days. Arbitrator's costs will be shared on an equal basis or a one-third (1/3) cost-shared basis.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01* Personnel Records

- (a) An employee shall have the right to have access to and review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware, at the time of filing. An employee shall have the right to make copies of any material in their personnel record. Any reports that become part of the employee's personal record will be copied and forwarded to the employee by registered mail.
- (b) No information of detrimental effect shall remain in an employee's file after a period of eighteen (18) months have elapsed on any discipline or discipline-related matter, provided that information regarding related disciplinary matters of the same nature or kind have not been filed during this eighteen (18) month period. However, any record of discipline relating to client abuse or criminal activity shall remain in the

Employee's file for thirty-six (36) months and will only be removed if no further disciplinary matters of the same nature or kind have been filed during the thirty-six (36) month period. Further, where a written reprimand is the subject of arbitration or court action, the decision of the arbitrator or court regarding the existence of the evidence shall govern.

12.02 Just Cause

The Employer agrees that an employee can only be disciplined, suspended or discharged for just cause.

ARTICLE 13 - SENIORITY

13.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction of the regular hours of work for a full-time or part-time employee.

13.02 Order of Layoff

Both parties recognize the principle that job security shall normally increase in proportion to length of service. Therefore, in the event of a reduction of employees in a classification, the employee notified to be laid off shall be the least senior in that classification.

13.03 Displacement Procedure

Layoffs for full-time or part-time employees will be in the reverse order of seniority of specific classifications. Laid off full-time or part-time employees shall have the right to displace the least senior full-time or part-time employee in another classification provided that the Employer is satisfied that the displaced full-time or part-time employee(s) possesses the required skills, ability and qualifications and provided that they have greater seniority than the person being displaced. This shall not apply for displacements into positions with a greater status (i.e. part-time cannot bump to a greater number of guaranteed hours or to full-time).

13.04 Notice of Layoff

Four (4) weeks' written notice of layoff shall be given to employees except layoffs as a result of labour disputes or circumstances beyond the control of the Employer, in which case as much notice as possible shall be given.

13.05 Order of Recall

Employees shall be recalled up to their prior status (i.e. part-time cannot be recalled to a greater number of guaranteed hours or to full-time) in order of their bargaining unit wide seniority provided that they are immediately able to fully and competently perform the work with orientation.

13.06 Recall Procedure

- (a) An employee shall be notified of the opportunity for recall in the most expeditious manner possible.
- (b) The employee shall then indicate to the Employer within five (5) calendar days of receipt of the recall notice, the intention to either accept or decline the recall. Failure to notify the Employer shall be a resignation. If the employee accepts the recall, the employee must be available to return to work within fourteen (14) calendar days of the notice of recall. If the employee rejects the opportunity for recall, the employee shall be continued on the layoff/recall list.
- (c) Three (3) successive refusals of recall opportunities may result in the employee being removed from the layoff/recall list and shall result in the forfeiture by the employee of all recall rights in this Agreement. If an employee refuses to work a casual shift, such refusal shall not be deemed to be a recall refusal.
- (d) Employees are responsible for leaving their current address and phone number with the Employer.

13.07 Casual and Temporary Shifts during Layoff

- (a) At the employee's discretion an employee on layoff may be assigned to work shifts on a casual or temporary basis whereby the employee's status as a laid off Regular employee shall not change. The total of the days worked by a bargaining unit employee on layoff in a casual or temporary position for a period of less than six (6) months shall extend the recall period as set out in Article 13.06 by that total number of days worked.

- (b) An employee recalled to a temporary position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

13.08 New Employee Hiring

No new employees shall be hired to fill a Regular position until those employees laid off, have been given an opportunity for recall provided that they are immediately able to fully and competently perform the work with orientation.

13.09 Grievances Concerning Displacement

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

13.10 Notice of Layoff to the Union

The Employer shall notify the Union of a pending layoff in advance as soon as is reasonably possible.

ARTICLE 14 - PROMOTIONS AND STAFF TRANSFERS

14.01 Job Posting

When the Employer determines that:

- (a) there is a temporary vacancy in a bargaining unit position; or,
- (b) a permanent vacancy exists; or,
- (c) creates a new position, the Employer shall post notice of the position for a minimum of one (1) week.

14.02 Information in Posting

The notice of posting shall indicate the position classification, the employment status of the position and the qualification requirements of the position. Such qualifications may not be established in a discriminatory manner.

14.03 No Outside Advertising

No outside advertisements for any vacancy shall be placed until the applications of present Union members have been fully processed to determine if current members meet the job requirements.

14.04 Role of Seniority in Filling Vacancies

Both parties recognize:

- (a) The principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

In filling a vacancy in an existing or new position in the bargaining unit as defined in Article 3.01, the Employer shall award the job to the senior applicant based on bargaining unit seniority for full-time and part-time employees as defined in Article 4.01, where skills, abilities and qualification are equal. Based on operational requirements, appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job will be filled within one (1) week of appointment.

14.05* Trial Period

The successful applicant shall be given a trial period of fifty-five (55) days worked. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of fifty-five (55) days worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to their former position, wages rate, without any loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage rate, without any loss of seniority.

14.06 Notification to Employee and Union

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

- (b) The Site Representative will be notified of any formal written disciplinary measures, promotions, transfers, job postings, resignations, retirements, new hires or death within the bargaining unit.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 Hours of Work

- (a) All full-time employees covered by this agreement shall be required to work, eighty (80) hours per two (2) week period or works an average of eighty (80) hours bi-weekly.
- (b) All full-time employees shall receive weekends off as per their rotation schedule or shall receive at least one (1) weekend off per month, if requested.
- (c) Employees working at least an eight-hour shift will receive one 30-minute meal break and two 20-minute rest breaks.
- (d) Employees working a 12-hour shift shall receive an additional 30-minute meal break.

15.02 Overtime

- (a) If a full-time employee is called in on their scheduled day off or who are scheduled to work in excess of eight (8) or twelve (12) hours per day, as determined by their regular schedule, the full-time employee shall be paid overtime hours at 1.5X their regular rate of pay.
- (b) If a part-time employee has worked in excess of eight (8) or twelve (12) hours per day, as determined by their schedule, or eighty (80) hours in a bi-weekly pay period, the part-time employee shall be paid the overtime hours at 1.5x their regular rate of pay. A change from an 8-hours shift to a 12-hour shift, prior to 24 hours of the shift commencing, will not constitute overtime unless it exceeds 80 hours in a bi-weekly pay period. Shift changes of less than 24 hours notice before the commencement of the shift, will constitute overtime at 1.5x their regular rate of pay.
- (c) If a casual worker has worked in excess of eighty-eight (88) hours in a bi-weekly pay period, the casual worker shall be paid the overtime hours at 1.5X their regular rate of pay.

15.03 Call Out

- (a) If a full-time or part-time employee is called out to work and no work is available, they shall receive four (4) hours of pay at normal or overtime rates, whatever would apply.
- (b) Where a full-time or part-time employee's scheduled shift has been cancelled or scheduled in error, and the full-time or part-time employee has not been notified of the change prior to the full-time or part-time employee reporting to work in error, the full-time or part-time employee shall be permitted to work the full shift as scheduled.

15.04 Sharing of Overtime

Overtime and call-back shall be assigned equitably among full-time or part-time employees who are willing and qualified to perform the available work.

15.05* Supply Meals

The Employer agrees to provide a meal if the employee works a double shift. The Employer agrees to post such notice.

15.06 Hours Between Shifts

- (a) Whenever possible there will be twelve (12) hours between scheduled shifts for part-time employees.
- (b) Employees shall not be required to work greater than three (3) consecutive twelve (12) hours shifts without a twenty-four (24) hour rest period.

15.07 Posting Schedules

Schedules will be for a four (4) week period and will be posted two (2) weeks in advance.

15.08 Available Shifts

- (a) Part-Time Employees with registered availability shall have priority for available shifts assigned prior to the posting of the schedule.

- (b) After the schedule is posted, available shifts will be offered equitably to Part-Time and Casual Employees with registered availability.

15.09 Trading Shifts

An Employee may exchange shifts with another Employee provided that the Employee making the request obtain prior approval in writing from their Supervisor at least two (2) working days in advance of the start time of the shift to be exchanged. There can be no additional cost to the Employer. Employees are only permitted to exchange shifts of equal length and both shifts must fall within the same pay period and be for the same classification. Once approved the shift must be completed by the Employee in accordance with the Employer's processes.

ARTICLE 16 - PAID HOLIDAYS

16.01 Paid Holidays

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

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

- (b) Also, one (1) additional holiday to be granted as proclaimed by Federal, Provincial Government.
- (c) Full-time employees actively at work shall be granted the above paid holidays. Each holiday is 8-hours long and the maximum accrual is 96 hours.
- (d) Paid holiday leave credits shall be earned by part-time employees on the basis of Regular Hours Paid. A part-time employee shall accumulate entitlement on the basis of one (1) hour of holiday credit for each 21.67 Regular Hours Paid to a maximum accrual of 96 hours of holiday credits in a one year period.

16.02 Compensation for Holidays on Scheduled Day Off

- (a) When any of the above-noted Holidays fall on a full-time employee's scheduled day off the full-time employee shall receive their holiday as set out in Article 16.01 at a mutually agreed time between the full-time employee and the Employer.
- (b) An employee who works on a designated holiday shall be paid at the rate of time and one-half (1.5 x) the regular rate for all hours worked on the holiday between 00:01 and 24:00, and will be granted their holiday as set out in Article 16.01 at a mutually agreed time between the employee and the Employer.
- (c) An employee who works overtime hours in excess of scheduled hours on a designated holiday, shall be paid at the rate of two times (2x) their regular rate of pay for the overtime hours worked.

16.03 Christmas Day or New Year's Day Off

- (a) A full-time or part-time employee shall have Christmas Day or New Year's Day off unless otherwise mutually agreed.
- (b) Subject to operational requirements, employees who upon request have Christmas Day or New Year's Day scheduled off may also have December 24th or December 31st respectively scheduled off.

16.04 To Qualify For Holiday

In order to qualify for Holidays a full-time employee must have worked the last scheduled day before and the first scheduled day after the Holiday unless the full-time employee is on an approved paid leave of absence under the Collective Agreement.

16.05 Accumulation of Holidays

Employees shall be allowed to bank a maximum of forty (40) holiday hours to be scheduled by the Employer at a time mutually agreed.

ARTICLE 17 – VACATIONS

17.01 Vacation Benefit for Full -Time Employees

- (a) The Employer agrees that full-time employees who have completed more than three (3) months' continuous service but less than twelve (12) months' continuous service shall be granted eight (8) hours vacation with pay for each month of service to a maximum of eighty (80) hours.
- (b) Full-time employees having completed one (1) year's continuous service shall be granted eight (80) hours vacation with pay.
- (c) Full-time employees having completed four (4) years' continuous service shall be granted one hundred and twenty (120) hours vacation with pay, the first eighty (80) hours of which shall be consecutive and the remaining forty (40) hours will be given at a time convenient to the Employer during the fiscal year.
- (d) Full-time employees having completed eight (8) years' continuous service shall be granted one hundred and sixty (160) hours vacation with pay. The first eighty (80) hours of which shall be consecutive and the remaining eighty (80) hours will be scheduled by mutual agreement and in keeping with the proper staffing of the Employer.
- (e) Full-time employees having completed fifteen (15) years of continuous service shall be granted two hundred (200) hours vacation with pay. The first eighty (80) hours of which shall be consecutive and the remaining one hundred and twenty (120) hours will be scheduled by mutual agreement and in keeping with operational requirements.
- (f) Full-time employees having completed fifteen (15) years of continuous service would receive an additional eight (8) hours of vacation for each year of continuous service beyond fifteen (15) years to a maximum entitlement of two hundred and forty (240) hours vacation with pay after twenty (20) years. The first eighty (80) hours of which shall be consecutive and the remaining one hundred and sixty (160) hours will be scheduled by mutual agreement and in keeping with operational requirements.

17.02 Vacation Benefit for Part-Time Employees

- (a) Part-time employees shall earn vacation in accordance with Article 17.01 on a pro-rata basis based on the part-time employee's Regular Hours Paid to full-time hours.
- (b) For the purpose of vacation accrual calculation, part-time employees shall have one year of continuous service for every 2080 Regular Hours Paid.

17.03 Vacation Scheduling

- (a) The vacation year will be from April 1 to March 31 of the following year.
- (b) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed.
- (c) No vacation shall be scheduled between December 20 and January 5th.
- (d) No vacation of longer than two (2) weeks shall be taken between June 15 and September 15 unless operationally feasible.
- (e) Vacation requests for the period of March 1st to June 15th must be submitted by February 1st. The vacation schedule for that period will be posted by February 15th.
- (f) Vacation requests for the period of June 16th to October 31st must be submitted by May 1st. The schedule for that period will be posted by May 15th.
- (g) Vacation requests for the period of November 1st to February 28th must be submitted by October 1st. The vacation schedule for that period will be posted by October 15th.
- (h) Vacations will be distributed as equitably as possible among Employees. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of seniority.
- (i) After the vacation schedule is posted, additional vacation leave days shall be scheduled on a first-come, first-served basis.

17.04 Vacation Pay Advance

Where there is a prior request on two weeks notice, vacation pay shall be payable on start of vacation.

17.05 Holidays Falling Within Vacation

If any of the Holidays, as listed in Article 16, should occur during a full-time employee's annual vacation period, accrued holiday time off shall be added to such vacation period, if requested or the time may be accumulated. Such designation should be made prior to the full-time employee starting their vacation in accordance with Article 16.05.

17.06 Confinement during Vacation

If, during the first week of the full-time employee's vacation the doctor confirms in writing that the full-time employee is confined to bed and where it can be established by a full-time employee that they suffered a serious illness or accident that confines the full-time employee to bed for a period greater than five (5) days under doctor's care, immediately prior to scheduled vacation, the Administration will reschedule vacation time.

17.07 Vacation Year

All vacation earned up to March 31st, shall be considered as the vacation entitlement for the subsequent fiscal year. (April 1 - March 31).

17.08 Vacation Carryover

Employees shall be allowed to carryover a maximum of forty (40) vacation hours to be scheduled by the Employer at a time mutually agreed.

ARTICLE 18 - SICK LEAVE

18.01 Sick Leave Defined

- (a) Sick leave means the period of time a full-time or part-time employee is absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

- (b) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.

18.02 Annual Paid Sick Leave

One hundred and ninety two (192) hours sick leave per year shall be accrued by full-time employees at the rate of sixteen (16) hours per month that a full-time employee is working. Part-time employees will accrue 16 hours sick leave for every one hundred and seventy-six (176) hours worked. Paid sick leave will accumulate until a maximum of twelve hundred hours (1200) has been reached.

18.03 Proof of Illness

A full-time or part-time employee may be required to produce a certificate from a medical practitioner in a form satisfactory to the Employer for any illness exceeding three (3) consecutive days, certifying that the full-time or part-time employee was unable to carry out any of the duties of the classification. Any medical examination(s) or test(s) required by the Employer under this Article, shall be paid by the Employer.

18.04 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave for all working time lost as a result of sickness.

18.05 Sick Leave Records

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

18.06 Payment for Unused Sick Leave on Termination

- (a) A full-time or part-time employee having accrued sick leave to his credit and who retires with an unreduced pension in accordance with the eligibility criteria of the Nova Scotia Health Employees' Pension Plan (NSHEPP), shall receive a lump sum payment at time of retirement or upon request from a full-time or part-time employee, said amount will be held over to the next taxation year. Same will apply in the event of death - monies will be payable to the full-time or part-time employee's estate.

- (b) In the event of downsizing and subsequent displacement of an employee where an employee opts for severance and not layoff as set out in Article 13 (Seniority), this provision shall apply.
- (c) This benefit shall cease to accumulate (where applicable) and be frozen effective March 31, 2015. This is in accordance with the requirements under the *Public Services Sustainability Act (2015)*. Nothing herein changes upon the future exemption of the Employer from the *Public Service Sustainability Act (2015)*. The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the *Public Service Sustainability Act (2015)* and that this shall in no way be construed as the Union accepting, or in any way admitting to the constitutionality of Bill 148 in whole or in part.

18.07 Personal Preventative Days

Provided the Employee has sufficient accrued sick credits, Employees shall be allowed to use twenty-four (24) hours per annum of sick leave credits in order to engage in personal preventative medical care or tend to a child or other person for whom the Employee is responsible.

ARTICLE 19 - LEAVE OF ABSENCE

19.01* Union Leaves

- (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 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 unit. Such request shall not be unreasonably withheld. Each leave of absence will be for a maximum of two (2) work week, unless mutually agreed between the Parties.

- (c) 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.

19.02 Citizenship Leave

A full-time or part-time employee may be entitled to temporary leave from the full-time or part-time employee's work with pay, up to a maximum of one (1) day to process their Canadian Citizenship application. Permission to leave work during work hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

19.03 Bereavement Leave

- (a) If a death occurs in the immediate family of a full-time or part-time employee when said full-time or part-time employee is at work, then said full-time or part-time employee shall be granted bereavement leave with pay for the remainder of the shift for that day.
- (b) If a death in the immediate family of a full-time or part-time employee occurs, said full-time or part-time employee shall be granted up to five (5) consecutive days' leave including days off effective the day following the death and shall be paid for shifts that the full-time or part-time employee was scheduled to work during the five days leave.
- (c) Immediate family includes the Employee's spouse, common-law partner, child, step child, parent, step parent, current mother in-law, current father in-law, including common law parents, brother or sister, grandparents and grandchildren.
- (d) In the event of the death of a son-in-law, daughter-in-law, sister-in-law or brother-in-law, two (2) consecutive days off shall be granted and the full-time or part-time employee shall be paid for shifts that the full-time or part-time employee was scheduled to work during the two days leave.
- (e) In the event of the death of an aunt, uncle, niece or nephew, one (1) day bereavement leave shall be granted and the full-time or part-time

employee shall be paid for shifts that the full-time or part-time employee was scheduled to work.

- (f) For the attendance of an immediate family member's funeral if the funeral is outside the Atlantic Provinces, up to seven (7) consecutive days' leave shall be granted and the full-time or part-time employee shall be paid for shifts that the full-time or part-time employee was scheduled to work.
- (g) Such leave is granted for the purpose of attending the funeral and other related matters of the deceased relative.
- (h) Full-time or part-time employees suffering the loss of a relative and the circumstances of the loss are not covered in the Article or where the need is greater than the allowable limits, the full-time or part-time employee may request and receive extensions to limits when such extensions are approved by the Employer.
- (i) In the event a full-time or part-time employee qualifies for bereavement leave while off on vacation or paid holidays, the full-time or part-time employee shall be entitled to change their status of leave to bereavement leave and have the other leave reinstated to be taken at another time.

19.04 Pregnancy / Parental Leave

- (a) Pregnancy and parental leave shall be provided in accordance with the *Labour Standards Code*, R.S.N.S., c.246, as amended. Where leave of absence is requested for both pregnancy leave and parental leave, the leaves of absence shall be taken consecutively.
- (b) **Pregnancy Leave Notice**
 - i) A pregnant employee shall provide the Employer with at least four (4) weeks' notice of the date the Employee intends to begin pregnancy leave.

Such notice and start date of the leave may be amended:

- (1) by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases, the Employee will provide as

much advance notice of the revised start date of the leave as is possible; or,

- (2) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or
- (3) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.

- ii) Where notice as required under this Article is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.
- iii) The Employer shall not terminate the employment of an Employee because of the Employee's pregnancy.

(c) Pregnancy Leave - Employer Requirement

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

(d) Pregnancy Sick Leave

Leave for illness of an Employee arising out of or associated with an Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.02, may be granted sick leave in accordance with the provisions of Article 16.

(e) Return to Work

When a Regular Employee report for work upon the expiration of pregnancy and/or parental, the Regular Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated in a comparable position within the

site. When a Casual Employee reports for work upon the expiration of pregnancy and/or parental leaves, the Casual Employee shall return to Casual status. An employee shall be entitled to the same wages and benefits, with no loss of benefits accrued to the commencement of the leave.

(f) Service and Seniority Continuation

While on pregnancy or parental 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. This provision is not applicable to a Casual Employee.

(g) 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 shares of the premium costs for maintaining such coverage for which the Employee is eligible during the period of leave.

19.05* General Leave of Absence

Leave of absence without pay may be granted by the Employer in its sole discretion.

19.06 Paid Jury or Court Duty

The employer shall grant leave of absence without loss of seniority or benefits to a full-time or part-time employee who serves as a juror in any court subject to the following conditions:

- (a) that the full-time or part-time employee present a copy of the notice of jury or subpoena to the Administrator.
- (b) that if the full-time or part-time employee is not called to serve on a jury at any time during the term of supreme court, they shall return to work and resume the full-time or part-time employee's normal shift. Extenuating circumstances could permit administration to allow extra time.

- (c) If the full-time or part-time employee is a plaintiff or defendant in a civil action the employee shall not be paid for those periods during which the full-time or part-time employee is absent from their shift for the purpose of attending at court.
- (d) If the employee is an accused in a criminal action the employee's shall not be paid for those periods during which the employee is absent from their normal shift for the purpose of attending at court. Ability to continue working during this time period will be assessed, in relationship to risk to the clients, by the Employer.
- (e) For jury duty by the full-time or part-time employee, the Employer shall pay a full-time or part-time employee the difference between normal earnings and the payment received for jury service fees including payment for travelling, meals or other expenses. The full-time or part-time employee will present proof of service and the amount of pay received. Time spent by an employee required to serve in a court on behalf of the Employer in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

19.07 Education Leave

- (a) The employer agrees that it is the mutual benefit of the employer and the employees to improve the education standards in the work place. Therefore, the employer agrees to provide an employee leave of absence at their regular rate of pay while attending work related courses or workshops, plus half of verified expenses and registration when approved by the employer.
- (b) Where particular qualifications are mandatory for an employee to maintain their employment with the Employer, the Employer agrees that an employee shall not suffer any loss of regular pay to obtain the required qualifications and the Employer agrees to reimburse related approved expenses and registration cost.

19.08 Leave of Absence for Educational Reasons

Subject to operational requirements and upon the approval, the Employer agrees that full-time or part-time employees with five (5) years employment who wish to further their education related to their job functions with the Employer, shall be permitted up to one year of education leave without pay. Any benefits based on service and seniority shall be retained but not accumulated. The full-

time or part-time employee shall be placed in a position equivalent to that which he held prior to the education leave.

19.09 Unpaid Compassionate Care Leave

- (1) For the exclusive purpose of the unpaid Compassionate Care Leave, the following definitions shall apply:
 - (a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;
 - (b) "family member", in relation to an employee, means
 - (i) a spouse or common-law partner of the employee,
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner,
 - (iii) a parent of the employee or a spouse or common-law partner of the parent, and
 - (iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;
 - (c) "week" means the period between midnight on Saturday and midnight on the following Saturday.
- (2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from
 - (a) the day the certificate is issued; or
 - (b) where the leave was begun before the certificate was issued, the day the leave was begun.
- (3) The leave of absence referred to in subsection (2) may only be taken during the period

- (a) that begins with
 - (i) the first day of the week in which the certificate is issued, or
 - (ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
- (b) that ends with the last day of the week in which either of the following occurs:
 - (i) the family member dies, or
 - (ii) the expiration of twenty-six weeks following the first day of the week referred to in clause (a).
- (4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.
- (5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).
- (6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period 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 days before the last day on which the option could be exercised to avoid an interruption in benefits.
- (7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), 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.
- (8) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section.

19.10 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 the approval of the Employer, make up the absent time as the scheduling allows.

19.11 Group Benefit Plan Continuation

Unless otherwise specified in the Collective Agreement, while an Employee is on any extended leave, the Employer shall permit the Employee to continue participation in eligible benefit plans. The Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining such coverage for which the Employee is eligible during the period of leave.

19.12 Return to Work

An employee returning to work from any extended leave shall provide the Employer with at least two weeks prior notice of the expected return to work date and the employee returning to work from a medical leave may be subject to a clearance by the Employer prior to returning to work.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01* Bi-Weekly payment of Wages

The Employer shall pay wages biweekly (every second Thursday) in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of the employee's wages, overtime, and any other supplementary pay and deductions.

20.02 Payroll Errors

Where employees are affected by Employer payroll errors, upon request, the Employer shall advance funds to the employee to address the employee's hardship circumstances until the payroll error is corrected on the employee's next pay.

ARTICLE 21 - CLASSIFICATIONS AND WAGES

21.01* Scale of Wages

The Employer agrees to pay and the Union agrees to accept the scale of wage rates for the employees in the classifications as set out in Appendix "A" hereto attached and forming part of this Agreement.

21.02 Temporary Assignment to other Classification

Any full-time or part-time employee temporarily assigned to a lower paid classification than that in which the full-time or part-time employee's is regularly employed, shall suffer no reduction in pay during this temporary assignment. Any full-time or part-time employee temporarily assigned to a higher paid classification shall receive the prevailing rate for the higher classification for the full period so worked commencing the first day in the higher classification.

21.03* Time and Method of Payment of Wages

Time and method of payment of wages by the Employer shall be as previously agreed or may be changed by mutual agreement.

21.04 Elimination of Existing Classification

Existing classification shall not be eliminated or changed without notifying the Union two (2) weeks in advance of such changes.

21.05* Pay Equity

Employees shall receive equal pay for work of equal value regardless of gender.

21.06 Shift Premiums

As of March 31, 2015, all employees shall receive a shift premium of \$1.75 per hour for all hours worked between 1900 hours and 0700 hours.

- i) Increase of thirty (30) cents (\$0.30) effective May 1, 2020.
- ii) An increase of twenty (20) cents (\$0.20) effective on the last day of the Agreement.

For clarification as of March 31, 2021 all employees shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

21.07 Weekend Premiums

As of March 31, 2015, all employees shall receive a weekend premium of \$1.75 per hour for all hours worked between midnight Friday and midnight Sunday.

- i) Increase of thirty (30) cents (\$0.30) effective May 1, 2020.
- ii) An increase of twenty (20) cents (\$0.20) effective on the last day of the Agreement.

For clarification as of March 31, 2021 all employees shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

21.08 LPN Responsibility Pay

Where the Employer specifically, and at their sole discretion, designates and directs an LPN to be in charge of at least one unit for the full shift, the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight hour shift (pro-rated for a shift of more or less than 8 hours) in addition to her regular hourly rate.

ARTICLE 22 - EMPLOYEE'S BENEFITS

22.01 Drug and Disability Plan

- (a) A full-time or part-time employee not covered by a spouse plan, as a condition of employment, are required to participate with the Employer on a 50% / 50% in Life, Dental and Disability Plan. An extended group health benefit plan is optional.

- (b) The extended group health benefit plan shall be cost shared with the employer paying 65% and the employee paying 35% of the premium, but this ratio shall not apply for the AD&D, life insurance, dental coverage, LTD or any other existing benefit plan.

22.02* Damage of Eye Glasses, Dentures, Hearing Aides

It is understood that eye glasses, dentures and/or hearing aides damaged by a client while an employee was performing their duty shall be replaced by the Employer if definite proof is provided that the items were damaged by a client while the employee was in the performance of their duties.

22.03 Workers' Compensation Protection

- (a) When an employee other than a casual worker is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee other than a casual worker equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee other than a casual worker's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee other than a casual worker receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee other than a casual worker receive an increase in the employee's income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee other than a casual worker's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee other than a casual worker's accumulated sick leave credits are exhausted, the supplement shall cease and the employee other than a casual worker shall be paid only the Workers' Compensation benefits.
- (b) The Employer shall continue the eligibility of the employee other than a casual worker and the Employer's cost sharing relationship with the employee other than a casual worker so as to allow for the employee other than a casual worker to continue in the Pension Plan, Group Health and Group Life Plans. The employee other than a casual worker 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 other than a casual worker shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee other than a casual worker shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee other than a casual worker'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 shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

22.04 Pension Plan

- (a) All employees shall be members of the Nova Scotia Health Employees' Pension Plan (NSHEPP), subject to the eligibility provisions of the Pension Plan.
- (b) The contribution levels for the Employer and the employees shall be as determined by the terms of the Nova Scotia Health Employees' Pension Plan (NSHEPP).

ARTICLE 23 - HEALTH AND SAFETY

23.01* Occupational Health and Safety Act

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 *Occupational Health and Safety Act* and this will serve as our guideline for safety practices within the corporation.

23.02* Joint Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of employee and Employer representatives, with a minimum of two (2) employee and two (2) management members. The Health and Safety Committee shall hold meetings at least once per month or more frequently if requested by the employee or by the Employer. The Health and Safety Committee is responsible for jointly considering, monitoring, inspecting, investigating, reviewing and make recommendations to the Administrator for the purpose of improving health and safety conditions and practices. Minutes shall be taken of all meetings and posted.

23.03* Time Off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored, as approved by the employer for instruction and upgrading on health and safety matters.

23.04* Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement. Overtime provision shall not apply to this provision.

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 responsibility of the Employer.

ARTICLE 24 – GENERAL

24.01* 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 premises.

24.02* 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 NSHEPP.

24.03* Proper Accommodation

The Employer agrees to supply its employees with a staff lunch room for their break periods.

24.04* Cost of Printing Agreement

The Employer agrees to pay up to equally cost share the printing of sufficient copies of this Collective Agreement to a maximum of five hundred dollars (\$500.00).

ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS

25.01 Consultation Process for Changes

Changes in any long standing rights and privileges not specifically referred to in the Agreement shall be made through consultation process with the Labour / Management Committee.

ARTICLE 26 - NO CONTRACTING OUT

26.01* Job Security

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 subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee during this Agreement.

ARTICLE 27 - NO STRIKE

27.01* No Strike, No Lockout

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

ARTICLE 28 - INDEMNITY CLAUSE

28.01* Indemnity Clause

It is recognized that from time to time Residence Counsellors may be required to deliver to clients in an oral fashion medication and drugs specified by the R.N.s and L.P.N.s. In such situations, the Employer 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, the Employer shall indemnify such employee for all monetary damages resulting from such performance and/or court action as afore-described. However, an employee shall not be protected by this clause and shall not be considered acting within the scope of the employee's duties if the actions of the employees are unlawful or grossly negligent, but an employee shall not be considered to be acting outside the scope of their duties solely because of a mere error in judgement made in good faith.

ARTICLE 29 - TERM OF AGREEMENT

29.01* Duration of Agreement

This Agreement shall remain in full force for a period of seventy-two (72) months from April 1, 2015 to March 31, 2021, 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.

29.02* Changes by Mutual Agreement

Any mutually agreed changes to this Collective Agreement shall be in writing and form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

29.03* Notice of Changes

Within twenty (20) days from the receipt of such notice, both parties shall meet for the purpose of negotiating amendments to this Agreement or a new Agreement. During the negotiation period, the Agreement shall remain in full force and effect,

29.04* Retroactive Pay for Employees

- (a) Retroactivity for employees shall only apply to wages in Appendix "A", annexed hereto. Otherwise all the provisions of this Collective Agreement shall become effective on the date of signing of this Collective Agreement.
- (b) Retroactivity shall be paid on a separate check one week after the first full pay period following receipt of retroactivity payment from the Department of Community Services.

29.05 Retroactivity for Terminated Employees

Employees who have left the employ of the Employer between the date of expiry and the date of signing this Collective Agreement shall have thirty (30) days from the signing date during which to apply directly to the Employer for retroactive pay of wages.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement under the hands of their respective officials.

DATED THIS 1 day of June, 2020.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

Madlene MacNaughton

[Signature]

Kathy Thompson

THE RIVERVIEW HOME CORPORATION and CUPE Local 2330

APPENDIX "A" - Wage Schedule

April 1, 2015 – April 1, 2018

NOTE: All hourly rates are based on 2080 hours

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 0.00%		% Increase: 0.50%		% Increase: 1.00%		% Increase: 1.50%	
				Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Journeyman Cook	Probationary Rate	\$21.12	\$43,929	\$21.1197	\$43,929	\$21.1197	\$43,929	\$21.3309	\$44,368	\$21.6509	\$45,034
	Regular Rate	\$21.48	\$44,676	\$21.4787	\$44,676	\$21.4787	\$44,676	\$21.6935	\$45,123	\$22.0189	\$45,799
General Worker I (Dietary)	Probationary Rate	\$15.31	\$31,847	\$15.3111	\$31,847	\$15.3111	\$31,847	\$15.4642	\$32,166	\$15.6962	\$32,648
	Regular Rate	\$15.57	\$32,388	\$15.5713	\$32,388	\$15.5713	\$32,388	\$15.7270	\$32,712	\$15.9629	\$33,203
General Worker I (Laundry)	Probationary Rate	\$15.31	\$31,847	\$15.3111	\$31,847	\$15.3111	\$31,847	\$15.4642	\$32,166	\$15.6962	\$32,648
	Regular Rate	\$15.57	\$32,388	\$15.5713	\$32,388	\$15.5713	\$32,388	\$15.7270	\$32,712	\$15.9629	\$33,203
Maintenance Worker	Probationary Rate	\$19.87	\$41,332	\$19.8712	\$41,332	\$19.8712	\$41,332	\$20.0699	\$41,745	\$20.3709	\$42,372
	Regular Rate	\$20.21	\$42,035	\$20.2090	\$42,035	\$20.2090	\$42,035	\$20.4111	\$42,455	\$20.7173	\$43,092
Resident Counsellor	Probationary Rate	\$18.65	\$38,789	\$18.6485	\$38,789	\$18.6485	\$38,789	\$18.8350	\$39,177	\$19.1175	\$39,764
	Regular Rate	\$18.97	\$39,448	\$18.9655	\$39,448	\$18.9655	\$39,448	\$19.1552	\$39,843	\$19.4425	\$40,440
Program Coordinator	Probationary Rate	\$18.65	\$38,789	\$18.6485	\$38,789	\$18.6485	\$38,789	\$18.8350	\$39,177	\$19.1175	\$39,764
	Regular Rate	\$18.97	\$39,448	\$18.9655	\$39,448	\$18.9655	\$39,448	\$19.1552	\$39,843	\$19.4425	\$40,440

THE RIVERVIEW HOME CORPORATION and CUPE Local 2330

APPENDIX "A" - Wage Schedule

March 31, 2019 – March 31, 2021

NOTE: All hourly rates are based on 2080 hours

Classification		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr. 01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Journeyman Cook	Probationary Rate	\$21.7592	\$45,259	\$22.0856	\$45,938	\$22.1960	\$46,168	\$22.5289	\$46,860	\$22.6415	\$47,094
	Regular Rate	\$22.1290	\$46,028	\$22.4609	\$46,719	\$22.5732	\$46,952	\$22.9118	\$47,657	\$23.0264	\$47,895
General Worker I (Dietary)	Probationary Rate	\$15.7747	\$32,811	\$16.0113	\$33,303	\$16.0914	\$33,470	\$16.3328	\$33,972	\$16.4145	\$34,142
	Regular Rate	\$16.0427	\$33,369	\$16.2833	\$33,869	\$16.3647	\$34,039	\$16.6102	\$34,549	\$16.6933	\$34,722
General Worker I (Laundry)	Probationary Rate	\$15.7747	\$32,811	\$16.0113	\$33,303	\$16.0914	\$33,470	\$16.3328	\$33,972	\$16.4145	\$34,142
	Regular Rate	\$16.0427	\$33,369	\$16.2833	\$33,869	\$16.3647	\$34,039	\$16.6102	\$34,549	\$16.6933	\$34,722
Maintenance Worker	Probationary Rate	\$20.4728	\$42,583	\$20.7799	\$43,222	\$20.8838	\$43,438	\$21.1971	\$44,090	\$21.3031	\$44,310
	Regular Rate	\$20.8209	\$43,307	\$21.1332	\$43,957	\$21.2389	\$44,177	\$21.5575	\$44,839	\$21.6653	\$45,064
Resident Counsellor	Probationary Rate	\$19.2131	\$39,963	\$19.5013	\$40,563	\$19.5988	\$40,765	\$19.8928	\$41,377	\$19.9923	\$41,584
	Regular Rate	\$19.5397	\$40,643	\$19.8328	\$41,252	\$19.9320	\$41,458	\$20.2310	\$42,080	\$20.3322	\$42,291
Program Coordinator	Probationary Rate	\$19.2131	\$39,963	\$19.5013	\$40,563	\$19.5988	\$40,765	\$19.8928	\$41,377	\$19.9923	\$41,584
	Regular Rate	\$19.5397	\$40,643	\$19.8328	\$41,252	\$19.9320	\$41,458	\$20.2310	\$42,080	\$20.3322	\$42,291

THE RIVERVIEW HOME CORPORATION and CUPE Local 2330

APPENDIX "A" - Wage Schedule

Licensed Practical Nurse

NOTE: All hourly rates are based on 2080 hours

Classification		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%			
		Apr.21-17 Hourly Rate	Apr.21-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate	Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate
Licensed Practical Nurse	Start	\$22.3384	\$46,464	\$22.6735	\$47,161	\$22.7869	\$47,396	\$23.1287	\$48,107
	Year 1	\$22.8502	\$47,529	\$23.1930	\$48,241	\$23.3090	\$48,483	\$23.6586	\$49,210
	Year 2	\$23.3444	\$48,556	\$23.6946	\$49,285	\$23.8131	\$49,531	\$24.1703	\$50,274
	Year 3	\$23.9912	\$49,902	\$24.3511	\$50,650	\$24.4729	\$50,903	\$24.8400	\$51,667

Classification		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr. 01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Licensed Practical Nurse	Start	\$23.2443	\$48,348	\$23.5930	\$49,073	\$23.7110	\$49,319
	Year 1	\$23.7769	\$49,456	\$24.1336	\$50,198	\$24.2543	\$50,449
	Year 2	\$24.2912	\$50,525	\$24.6556	\$51,283	\$24.7789	\$51,540
	Year 3	\$24.9642	\$51,925	\$25.3387	\$52,704	\$25.4654	\$52,968

APPENDIX "B"

LPN Practice Premium

LPN Practice premiums are offered to qualified LPN's. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2021

To be eligible for a premium for a twelve (12) month period commencing April 1, 2020, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2021 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify they must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12-month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 2021 and by May each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2020 to March 31, 2021 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories.

An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they work or may choose to take voluntarily regardless of the location or service they work. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

This is defined as a course of study which includes an evaluation component, and which leads to a specialty certification status/or specialty certificate for the LPN.

These points can only be claimed in the year the certification is awarded.

B. COURSE IN A SPECIALTY Requiring an evaluation component (20 POINTS)

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

C. COURSE IN A SPECIALTY Not requiring an evaluation component (15 OR 10 POINTS)

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion/attendance for taking such a course, the LPN is not considered certified. " Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/PERSONAL DEVELOPMENT (15 OR 10 POINTS)

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related, but the skills/theory are applicable to the nursing practice environment in which the LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an "in-service" either scheduled or ad hoc in nature.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

F. E-LEARNING (5 POINTS)

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The LPN must provide proof of having participated and completed the modules.

The e-learning must be a minimum of one (1) hour in duration (estimated time of completion); however, the LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

Appendix "C"

Terms of Employment for Casual Employees

Riverview Home Corporation - CUPE Local 2330

Section 1: WAGES & BENEFITS

- (a) Casual Employees shall be paid the classification rate for which they were hired,
- (b) In lieu of the benefits provided to full-time and part-time employees under the collective agreement, Casual Employees shall be compensated with a supplementary payment equal to nine (9%) percent of their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and five (5%) percent for all other benefits.
- (c) Casual Employees shall be entitled to Shift and Weekend Premiums set out in the Collective Agreement.

Section 2: GROUP BENEFITS

- (a) Casual Employees shall be entitled to participate in the Group Life and/or Group Health in accordance with the eligibility provisions of the respective benefit plans.
- (b) The Employer agrees to participate in the 50% cost sharing of the respective benefits as provided to regular Employees under the collective agreement but only for those Casual Employees agreeing to pay their respective share while participating in the Group Life and/or Group Health.

Section 3: SCHEDULING

- (a) Casual Employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual Employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual Employee shall be provided with work or be paid for the cancelled shift.

- (b) The assignment of Casual Employees for available shifts shall be on the basis of availability and assigned at the Employer's discretion. Such shifts shall be distributed as equitably as possible.

Section 4: AVAILABILITY

- (a) Casual Employees shall confirm to the Employer in writing the extent of their availability for shifts in accordance with Employer policy.
- (b) Casual Employees who have indicated an availability to work, may be assigned shifts in accordance with operational requirements.
- (c) Where the availability status of a Casual Employee changes from that previously accepted by the Employer, the Casual Employee must indicate the extent of the change in availability in writing to the Employer. Such change requires the approval of the Employer. Such Approval shall not be unreasonably denied.
- (d) Notwithstanding (a) (b) and (c), a casual employee who has refused shifts without justification for three consecutive occasions in a twelve (12) month period shall be removed from the call in list.
- (e) In the event that a Casual Employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, such Employee will be removed from the call-in list.

Section 5: CASUAL SENIORITY

- (a) A casual employee shall not accumulate any bargaining unit seniority as defined in Section 13 of the Collective Agreement. A record as to the hours worked by a Casual Employee shall be maintained by the Employer and be made available to the Union. This record shall constitute the Casual Seniority list.

For the purpose of a compensated leave under the Workers' Compensation Act, or for the purpose of a Pregnancy or Parental Leave as defined in section 19.04 of the Collective Agreement, Casual Seniority shall accrue to a casual employee on a pro-rated basis, calculated based on the ratio of hours worked by the Casual employee in the prior twelve month period to full time hours (2080).

- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more Casual Employees are deemed relatively equal in skills, abilities and qualifications for appointments to temporary vacancies or

regular vacancies. In such case the Casual Employees with the greater Casual Seniority will be given preference.

- (c) Casual Seniority shall only apply to the Casual Employee in accordance with the terms of Section 6 (b) of this Appendix "C".

Section 6: COLLECTIVE AGREEMENT APPLICATION

The provisions of the Collective Agreement do not apply to the Casual Employees except where specifically provided in the Agreement. Such provisions are indicated in the body of the agreement with an asterisk.

APPENDIX "D"
PART-TIME EMPLOYEES – AVAILABILITY FORM

RIVERVIEW ADULT RESIDENTIAL CENTRE. & CUPE LOCAL 2330

Name: _____

Position: _____

Article 15.08 requires each part time employee to indicate their availability and commitment to perform available shifts prior to posting the schedule or following. To fulfill the requirement of Article 15.08 please complete the following information:

1. AVAILABLE PART-TIME SHIFTS PRIOR TO SCHEDULING

A. My designated hours are _____ per pay period.

B. _____ I am willing and available to work _____ additional scheduled hours (additional shifts) per pay period.

Total designated scheduled hours plus additional hours _____.

OR

C. _____ I am not available to work additional hours (Additional Shifts) beyond my designated hours.

2. AVAILABLE PART-TIME SHIFTS AFTER POSTING OF SCHEDULE

A. _____ After the posted schedule, I am available for additional shifts.

OR

B. _____ After the posted scheduled, I am not available for additional shifts.

I understand my Employer can assign me to work the hours set out in Sections 1 and 2 at straight time rates except where overtime is required as per Article 17.04(a).

A Part-Time employee is permitted to submit a revised Availability form indicating availability semi annually by December 1st (for February 1-July 31) and by June 1st (for August 1- January 31). A revised Part-Time Employee Availability Form may be submitted more often where mutually agreed with the Employer.

Employee

Date

Employer
per _____

Date

CC: Employee

NOTE: This form is subject to revision by the Employer

MEMORANDUM OF AGREEMENT
Primary Counsellor Grand-Parenting

THIS MEMORANDUM OF AGREEMENT (hereinafter called the "Primary Counsellor Grand-Parenting - Memorandum of Agreement") signed in duplicate;

BETWEEN: Riverview Home Corporation (Riverview)
(hereinafter referred to as "**the Employer**")

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

WHEREAS the **Union** and the **Employer** have entered into a Collective Agreement effective April 1, 2009 and expiring March 30, 2012 (hereinafter referred to as "**the Collective Agreement**");

AND WHEREAS the Union and the Employer, (hereinafter referred to as "**the Parties**") by these presents intend to modify particular provisions of the Collective Agreement;

AND WHEREAS the Parties intend to eliminate through attrition over time the existing Primary Counsellor function and premiums granted by the Employer to certain employees;

NOW THEREFORE in consideration of the mutual covenant herein, the Parties agree as follows:

Section 1: Elimination of Primary Counsellor Arrangements

- 1.01 The Parties agree on a going forward basis, to eliminate the role of Primary Counsellor and any wage rate supplement paid to employees assigned the role of Primary Counsellor effective on the date of signing this Memorandum.
- 1.02 The Parties agree that current employees performing the role of Primary Counsellor as set out in paragraph 2.03, who are paid the Primary Counsellor premium on the date of signing of this Memorandum of Agreement, and who are listed in paragraph 3.02 will be permitted to continue with their existing Primary Counsellor arrangement.
- 1.03 Employees not listed in paragraph 3.02 of this Memorandum of Agreement shall not be entitled to the Primary Counsellor rate after the date of signing of this Memorandum of Agreement.
- 1.04 Employees who are paid the Primary Counsellor premium on the date of signing of this Memorandum of Agreement but don't have a primary client, will be offered the

option to accept a primary client and perform the related duties to preserve the rate. Employees not choosing the option to accept a primary client shall relinquish any right to the Primary Counsellor premium rate.

- 1.05 Employees who are paid the Primary Counsellor premium and who have a primary client but are not performing the duties outlined in paragraph 2.03, will be offered the option to perform the related duties to preserve the rate. Employees not choosing the option to perform the related duties shall relinquish any right to the Primary Counsellor premium rate.
- 1.06 Where a Primary Counsellor Employee loses a client assignment and is willing to continue to perform the function of Primary counselor, the Employer shall assign another client to the Primary counsellor.
- 1.07 A Primary Counsellor Employee willing to perform the function of being a Primary counselor, shall not lose the premium even if there is not a client assigned.

Section 2: Function and Responsibilities in Primary Counsellor Arrangements

- 2.01 The Parties agree that the Primary Counsellor assignment is related to qualified regular employees in classifications designated as eligible for the Primary Counsellor premium and not to their position, whether vacant or occupied.
- 2.02 The Parties agree that after the date of signing of this Memorandum of Agreement, all temporary Primary Counsellor assignments are eliminated and temporary assignments shall not assume the responsibilities of the Primary Counsellor role.
- 2.03 The following are the some of the tasks and responsibilities related to a Primary Counsellor arrangement:

Primary Counsellor Role / Responsibility
Assumes responsibilities and tasks during and beyond regular hours of work to provide an individualized approach to continuing client care by dedicating quality time for the client, by being an advocate for the client, by facilitating personal contact with client family members, and by acting as the principle contact person with the client to improve communication and foster client independence and quality of life.
Has client(s) assigned and is fulfilling all responsibilities of the PC Role
Fosters the development and continued maintenance of a unique relationship with assigned client(s).

Section 3: Grand-Parenting Existing Primary Counsellor Arrangements

3.01 Primary Counsellor arrangements not identified in this Memorandum of Agreement shall not be created or exist after the date of signing of this Memorandum of Agreement.

3.02 The following employees working in existing Primary Counsellor arrangements prior to date of signing of this Memorandum of Agreement are considered grand-parented Primary Counsellor employees and agree to perform the tasks and assume the responsibilities related to their Primary Counsellor arrangements:

Grand-Parented Primary Counsellor List / Rate (\$.75 or \$1.15)		
Ashley Atkins	General Worker I	\$1.15
Linda Moser	General Worker I	\$1.15
Lee Munro	General Worker I	\$1.15
Betty Ann Rhyno	General Worker I	\$1.15
Sheryl Snell	General Worker I	\$1.15
Marjorie Mason	General Worker I	\$1.15
Paula Stewart	General Worker I	\$1.15
Clifford Fraser	Maintenance Worker I	\$.75

3.03 Grand-parented Primary Counsellor employees identified in paragraph 3.02 of this Memorandum, shall be allowed to maintain their Primary Counsellor arrangements during the term of this collective agreement, unless

- a) the Employee in a Primary Counsellor arrangement is laid off or terminated from employment; or
- b) the Employer and Union agree to terminate the Primary Counsellor arrangements for one or all employees; or
- c) an Employee listed in paragraph 3.02 of this Memorandum opts out of the Primary Counsellor Arrangement.
- d) the Employee changes the classification status in existence at date of signing this Memorandum to a classification not eligible for the premium.
- e) the primary client assigned to the Employee ceases to be a client of the Employer and the Employee declines another primary client assignment.

This Memorandum of Agreement shall expire when the current Collective Agreement expires.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement under the hands of their respective officials.

DATED THIS 1 day of June, 2020.

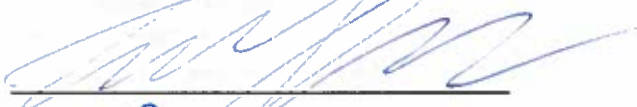
FOR THE EMPLOYER

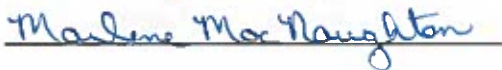
FOR THE UNION



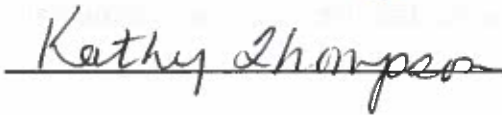














**MEMORANDUM OF AGREEMENT
BETWEEN
RIVERVIEW HOME CORPORATION
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2330**

Re: 12 Hour Shift MOA

WHEREAS Riverview Home Corporation and CUPE Local 2330 engaged in a scheduling committee and as a result have introduced twelve hour shifts into the facility.

The following guiding principles will apply to all full-time employees scheduled to work 12-hour shifts:

1. Every second weekend off
2. No more than three 12-hour shifts will be scheduled in a row
3. More than one day off

In addition to the above, the Employer agrees that within 90 days of the signing of this Collective Agreement Parkview will be on a similar twelve (12) hour shift schedule.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement under the hands of their respective officials.

DATED THIS 1 day of June, 2020.

FOR THE EMPLOYER

[Signature]
[Signature]
Maulene MacNaughton
Kathy Thompson

FOR THE UNION

[Signature]
[Signature]
For Best

**Memorandum of Agreement
between
Riverview Home Corporation
and
CUPE Local 2330**

RE: Riverview Home Corporation Inclusion of Licensed Practical Nurses

WHEREAS the Union made application to the Labour Board to have Licensed Practical Nurses (LPN Nurse Supervisors) included in the Local 2330 Bargaining Unit.

AND WHEREAS Riverview Home Corporation filed objection with the Labour Board.

AND WHEREAS the Labour Board held hearing to hear evidence from the Parties.

AND WHEREAS the Labour Board ruled that effective April 21, 2017 the Board amends the description of the Bargaining Unit so that the Unit includes this position of LPN/LPN Nurse Supervisor.

THEREFORE be it resolved that the Parties agree to the following:

1. Effective September 1, 2017, Recognition Days shall no longer be awarded to the classification of LPN/LPN Nurse Supervisor. The overtime provisions in the Collective Agreement shall be in effect. The Employer agrees that current recognition day banks remain for Employee use until they are exhausted.
2. Seniority provisions of the Collective Agreement apply to all LPN/LPN Supervisors and past service shall be granted as seniority effective the Employees most recent date of hire with the Riverview Home Corporation. The Classification of LPN/LPN Nurse Supervisors shall be included on the next Seniority List issued to CUPE Local 2330.
3. Prior to April 21st, 2017, LPN/LPN Supervisors accrued vacation based on accrual for Full Time and Part time managers. As of April 21, 2017, the LPN/LPN Supervisor became part of the bargaining unit and accrued vacation in accordance with Article 17 of the Collective Agreement.
4. Any LPN/LPN Supervisor who as of April 21, 2017 had accrued a vacation entitlement greater than what would have been accrued under Article 17 will have their greater vacation entitlement grandfathered until the vacation accrual based on Article 17 is equal to the current entitlement.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement under the hands of their respective officials.

DATED THIS 1 day of June, 2020.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]
Maureen MacNaughton
Kathy Thompson

[Signature]
[Signature]
Rose Best

Memorandum of Agreement

between

**Riverview Home Corporation
and
CUPE Local 2330**

(RE: SICK LEAVE)

Employees will have the option of either (1) an early payment of the benefit as of March 31, 2015 or (2) receive pay out upon retirement or death, in accordance with the Collective Agreement, which applied to them as of March 31, 2015, but not both. If an Employee elects and receives the early payout, the applicable provision of the Collective Agreement no longer applies to them. They have accepted payment in lieu of that benefit.

Employees who wish to choose an early payout must opt to do so in writing to the Employer not later than thirty (30) calendar days after the Employer gives notice of their eligibility for an early payout. Any Employee who does not provide written notification of choosing payout within the thirty (30) calendar days is deemed to have selected option (2).

If an Employee receives the early payout, the salary used to calculate the amount shall be the hourly rate that is in effect the day immediately preceding the date of the first 1.5% wage increase, namely, March 31, 2018.

If an Employee elects to receive the benefit at retirement or death, the salary will be based on the salary the employee is receiving at the time of retirement or death.

Casual employees are not eligible.

There shall be no adjustment to the number of days that were in the Employee's sick time credits, as of March 31, 2015 as a result of an early payout.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement under the hands of their respective officials.

DATED THIS 1 day of June, 2020.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

Maulene MacNaughton

Rose Best

Kathy Thompson

[Signature]

MEMORANDUM OF AGREEMENT

Sunset Residential and Rehabilitation Services Inc. (Lead Table Employer)

and

Canadian Union of Public Employees Lead Table for Community Services

(RE: JOINT PENSION COMMITTEE)

The Parties agree that a joint committee consisting of an equal number of members from the Union and the Employers shall be established to provide a forum to discuss the inclusion of a Defined Benefit Pension Plan for bargaining unit members.

The first meeting shall take place within sixty (60) days of the signing of this Collective Agreement.

The Committee shall meet a minimum of four (4) times per year per calendar year unless the committee agrees otherwise.

The Committee shall operate in accordance with the Term of Reference set out herein and shall develop its own procedure and processes.

The Committee is an advisory one and as such does not have the power or authority to bind either the Union or the Employer(s) to any decisions or conclusions reached in its discussion.

(Note: This MOA is to be included in all CUPE collective agreements in the NS Department of Community Services sector listed in Schedule 1 to the Lead Table Final Settlement Document.)

