

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SHANNEX INCORPORATED**

carrying on business at Orchard Court,  
Kentville, Nova Scotia

**AND**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,**

**Term: November 1, 2020- October 31, 2023**

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## ARTICLE 1 - PREAMBLE

- 1.01 Recognizing common dependence of the Employer and its Employees upon the welfare of the Employer as a whole, and recognizing that a relationship of goodwill and mutual respect between the Employer and Employee can contribute greatly to the maintenance and increase of that welfare, the parties to this contract have joined together in the following agreement.

## ARTICLE 2 - PURPOSE

- 2.01 The purpose of this agreement is to:
- (a) promote and maintain harmonious relationships between the Employer and the Employees;
  - (b) define wages and conditions of employment which shall maintain between the Employer and the Employees;
  - (c) provide an amicable method of settling and preventing grievances or differences which may from time to time arise;
  - (d) promote the mutual interest of the Employer and Employees;
  - (e) provide for the carrying on of the Employer's business under methods which will further to the fullest extent possible, the safety and welfare of the Employees together with efficiency and economy of operation.

It is the duty of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

## ARTICLE 3 – DEFINITIONS

- 3.01 A "**Casual Employee**" is one who works on a day-to-day or relief basis as required. The benefits of this agreement do not apply to a Casual Employee except that they shall be entitled to the wage rate in Appendix "A" applicable to ~~her~~ their position. Casual Employees are not members of the bargaining unit and do not accumulate or retain seniority.
- 3.02 "**Day**" unless otherwise defined, means business day, that is Monday to Friday, excluding weekends and holidays.
- 3.03 An "**Employee**" is a Full-Time Employee or Part-Time Employee, excluding such employees during their probationary period, within the scope of the bargaining unit set out in Article 5.1.
- 3.04 The "**Employer**" is Shannex Incorporated, carrying on business at Orchard Court, Kentville, Nova Scotia.

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- 3.05** A "**Full-Time Employee**" is one who is regularly scheduled on a full-time basis and who normally works an average of 80 hours in a bi-weekly pay period and who has successfully completed the probationary period. This Collective Agreement is fully applicable to Full-Time Employees.
- 3.06** "**Holiday**" means the twenty-four (24) hour period commencing at 0001 on a day designated as a Holiday in this Agreement.
- 3.07** A "**Part-Time Employee**" is one who is employed on a continuing basis, but who is regularly scheduled to work less than an average of (80) hours in a bi-weekly pay period and who has successfully completed the probationary period. This Collective Agreement is applicable to Part-Time Employees on a pro rata basis.
- 3.08** A "**Probationary period**" is the first six hundred and forty (640) hours of employment in a Full-time or Part-Time position at Orchard Court, excluding orientation hours. Notwithstanding anything contained in this Agreement, an Employee may be dismissed at any time during the probationary period if in the sole opinion of the Employer they are unsuitable for the job to which the employee has been assigned. A Probationary Employee shall not have the right to claim seniority privileges during their probationary period.
- 3.09** "**Regular rate of pay**" is the hourly rate found in the attached salary scale.
- 3.10** "**Spouse**" means a legal marriage partner or a live-in partner of at least one year who has been identified to the Employer in writing as the spouse.
- 3.11** A "**Temporary Employee**" is one who is hired into a temporary position without the intention of becoming permanent and who works within a specified time period for not longer than twenty-four (24) months. Temporary Employees shall be subject to the provisions of this Agreement, except that they shall not be entitled to accumulate seniority or to receive notice of termination. The time period for a Temporary Employee may be extended upon mutual agreement with the Union and such request shall not be unreasonably denied.
- A Temporary Employee hired into a regular Full-Time or Part-Time position without a break in employment shall have their seniority back dated to their date of hire in the most recent temporary position.
- 3.12** "**Temporary Position**" is a vacancy or position created with a pre-determined end date which is anticipated to be in excess of ten (10) weeks duration, but less than twenty-four (24) months. Temporary Positions shall be posted and filled in accordance with the Collective Agreement. A Temporary Position may be terminated at any time. A Temporary Position may be extended through mutual agreement. Entitlement during a Temporary Position including but not limited to

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scheduling, holiday, sick leave and vacation will be based on the hours worked in the temporary position.

**3.13** “Union” means the Nova Scotia Government and General Employees Union.

**3.14** The Union and the Company support the right to gender expression: therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever the singular or plural is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as the Employer including, but not restricted to:

- (a) the right to operate and manage Orchard Court and working force of Orchard Court in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to its clients through greater efficiency consistent with fair labour standards; and
- (b) the right to select, hire, direct, transfer, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge immediately for just and proper cause or otherwise discipline any Employee; to maintain discipline and efficiency of the Employees.

The Employer agrees that management rights will not be exercised in a manner contrary to the express provisions of this Agreement.

#### **ARTICLE 5 – RECOGNITION**

**5.01** The Employer recognizes the Union as the exclusive bargaining agent for all Full-Time and Part-Time Employees of the Employer working at Orchard Court, Kentville, Nova Scotia as Continuing Care Assistants, Recreation Assistants, Physiotherapy Assistants, and Support Services Attendants but excluding Registered Nurses and Licensed Practical Nurses represented by the Nova Scotia Nurses’ Union, Managers, Supervisors and Clinicians employed by the Employer under a Regional Reporting Structure and those persons excluded by Section 2(2)(a) of the *Trade Union Act*. The inclusion or exclusion of any other classification shall depend upon the mutual agreement of both parties hereto.

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**5.02** The benefits contained herein may be waived only by written agreement of the parties. No Employees shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to the terms of this Collective Agreement.

**5.03** Should a new classification be created by the Employer within the bargaining unit, during the term of this Agreement, the Employer and Union shall negotiate the rate of pay with working conditions subject to this Agreement. Nothing herein prevents the Employer from filling such position and having Employees working in such positions during such negotiations.

## **ARTICLE 6 - PROHIBITION OF DISCRIMINATION**

**6.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of:

- (a) age, race, colour, creed, national origin, political, or religious affiliation, sex, sexual orientation, gender identity, gender expression or marital status or any other ground contrary to the *Human Rights Act* (Nova Scotia), or
- (b) membership or activity or non-activity in the Union, or any other reason, contrary to the *Trade Union Act* (Nova Scotia).

**6.02** The parties agree that discrimination contrary to the prohibited grounds set out in Article 6.01 will not be condoned.

**6.03** The Employer strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind. The Union and employees support a workplace free from harassment.

**6.04** "Harassment" is defined in the Respectful Workplace and Anti-Harassment Policy of the Employer. The Respectful Workplace and Anti-Harassment Policy of the Employer outlines the method for an Employee to access help if an Employee feels that they are being harassed. All Employees are encouraged to read and review the Respectful Workplace and Anti-Harassment Policy. The Union will be provided with a copy of any amendments to the Policy.

## **ARTICLE 7 - UNION SECURITY AND DUES DEDUCTION**

**7.01** The Employer shall deduct from Full-Time and Part-Time Employees, any dues or assessments in accordance with the constitution and by-laws of the Union on its members. Deduction of union dues shall commence upon hire date. It shall

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be a condition of employment for all Part-Time and Full-Time Employees currently employed by the Employer and all new Full-Time and Part-Time Employee, that they take out and maintain membership in the Union.

**7.02** All amounts so deducted, shall be forwarded by the Employer to the Local Secretary/Treasurer of the Union not later than the 15th of the month following the month for which such deductions were made. The dues remittance shall include the following:

- Pay period for which deductions have been made.
- Employees name, employee status (Full-Time, Part-Time, Temporary) and employee numbers (alphabetical).
- Employees addresses.
- Dues deduction per employee.
- Dues deduction total.

**7.03** The Employer will provide the Union on the 15<sup>th</sup> day of each month with a list of all new Full-Time and Part-Time Employees who are covered under the bargaining unit and all such Employees who were included on the previous month and have since (1) left the Employer; (2) been promoted to a non-bargaining unit position; (3) changed surnames; or (4) been granted leave of absence.

**7.04** The Union must advise the Employer in writing of the deduction(s) to be made in Article 7.01.

**7.05** The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues.

**7.06** The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with Article 7 herein.

**7.07** The Employer and the Union agree to share on a 50/50 basis the cost of reproducing the Collective Agreement.

**7.08** The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and dues deductions.

**7.09** Shop Steward shall be given an opportunity to speak to new Employees during the orientation of new staff to the facility for the purposes of acquainting them



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with the benefits and duties of Union membership. A copy of the Collective Agreement will be provided to the Employee at this time.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

- 8.01** (a) A Labour-Management Cooperative Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Union will be represented by the Chief Steward and the Local Union President or designate.
- (b) The Labour-Management Committee shall not negotiate or amend or alter any terms of the Collective Agreement.
- (c) The Labour-Management Committee shall be responsible for:
- (i) defining problems;
  - (ii) developing viable solutions to such problems;
  - (iii) making recommendations to the appropriate Employer and/or Union authority.

Employees shall not suffer any loss of pay for time spent with this Committee. The Employer shall make every reasonable effort to schedule such meetings during the employee's working hours.

**8.02** The Union will supply the Employer with the names of its officers, including the Labour-Management Committee within one (1) week of their appointments.

**8.03** The Labour Management Committee will meet on a quarterly basis or more frequently if the parties mutually agree to the need.

## **ARTICLE 9 – UNION REPRESENTATION**

### **9.01 Notification**

The Union shall notify the Employer of the names of its local stewards and executive.

### **9.02 Union Representation**

The Employer recognizes the right of the Union to elect representatives who shall be responsible for the day to day administration of the Collective Agreement. An Employee who is so designated by the Union shall be allowed a reasonable

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amount of time, without loss of regular pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to the Agreement.

Such a representative must request and obtain permission from their immediate supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.

- 9.03** The Union shall have the right at any time to have the assistance of a paid Union Representative when dealing with the employer. Such representative shall, with permission, have access to the Employer's premises in order to investigate and assist in the resolution of a grievance and, if necessary, be provided with a confidential location to meet with the Employee(s). Permission will not be unduly withheld. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

**9.04 Leave of Absence for Union Business**

On request of the Union, leave without pay may be granted to Union representatives to attend to Union business, conventions, conferences for education programs and committees. Approval is to be determined by the Employer and shall not be unreasonably denied. Where possible the Union shall endeavour to provide at least four (4) weeks notice but shall not provide less than two weeks.

- 9.05** Up to two (2) representatives designated by the Union shall not suffer loss of pay as a result of involvement in direct negotiations between the Employer and the Union. The Union will advise the Employer in writing of the names of the Employee Representatives on this Committee. Part-Time Employees who are committee members shall receive pay to compensate for any shifts lost due to direct negotiations. The Union may request up to one (1) additional representative to attend bargaining but all cost associated of that representative's participation in bargaining will be paid by the Union.

**9.06 Union to Reimburse Employer for Approved Union Leave**

Where requested by the Union in writing, the Employer shall continue to pay the gross pay and benefits of any employee who is granted leave under Article 9.04 and shall bill the Union an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave. The Union shall pay the bill within a reasonable period of time.

- 9.07** The Employer shall provide bulletin board space accessible to all members upon which the Union may post its notices and Union information.

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**9.08** Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted for the term(s) they are to serve, up to thirty six (36) months.

Upon expiration of their term of office or a period of thirty six (36) months, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

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

**10.02** **Step 1 - Informal Resolution** - Within five (5) working days after the date of the occurrence or discovery of the grievance, the Employee and a Shop Steward and/or a Union Representative or the Union representative shall first notify the immediate Supervisor (or designate) that this is Step 1 of the grievance procedure and discuss the grievance with the Supervisor (or designate) who shall provide the Employee and Union representative with a verbal answer within five (5) working days.

**10.03** **Step 2 - Formal Written Grievance** - Should the verbal answer given by the Supervisor or designate at Step 1 not be acceptable to the grievor the grievance shall be submitted in writing to the Site Manager (or designate) within ten (10) working days of the receipt of the decision in Step 1. The Site Manager (or designate) shall give their reply in writing, within ten (10) working days of receipt of the grievance.

**10.04** **Step 3 - Review by Regional Manager** - If the decision of the Site Manager (or designate) is not acceptable to the grievor, the grievance shall be referred to the Regional Manager (or designate) who shall meet if requested with the Grievance Committee within fifteen (15) working days. The Regional Manager (or designate) shall reply in writing, within fifteen (15) working days following such meeting.

**10.05** **Arbitration** - Should the decision of the Regional Manager (or designate) not be acceptable, the Union shall notify the Regional Manager (or designate) in writing within thirty (30) working days of its desire to proceed to arbitration.

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- 10.06 Arbitration** - In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three person board of arbitration. A three (3) person board shall be selected as follows: the Union and the Employer shall each appoint a member of the arbitration board within ten (10) days' notice of arbitration. The nominees for the Board shall then jointly appoint a Chairperson within ten (10) days of the date when the last of those nominees is appointed. Should the nominees fail to agree in the selection of a Chairperson, the Chairperson shall be named by the Minister of Labour.
- 10.07** The Union and the Employer shall agree upon a single arbitrator within four (4) weeks. In the event of a failure to agree, the single arbitrator shall be appointed by the Minister of Labour.
- 10.08 Pre-Hearing Disclosure** - The Arbitrator or Arbitration Board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the Arbitration with notice to the other affected Party.
- 10.09** Unless otherwise agreed between the parties, the Board of Arbitration or single arbitrator shall be requested to render a decision in writing within thirty (30) days following the hearing. Arbitration awards shall be final and binding as provided in the *Trade Union Act*. An Arbitrator or Board of Arbitration may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty or discharge, suspension or discipline imposed by the Employer on an Employee.
- 10.10** The Employer and the Union shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the Chairperson of the board.
- 10.11** A **Policy Grievance** is one where either party to this Agreement disputes the general application or interpretation of this Agreement. The policy grievance shall be initiated at Step 3 of the Grievance procedure within fifteen (15) days after the circumstances given rise to the grievance occurred or ought reasonably to have come to the attention of the party.
- 10.12 Employer Grievance** - The Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President of the Union shall answer such grievance within fifteen (15) working days. If the answer is not acceptable to the Employer, the Employer may, within fifteen (15) working days from the day the President of the Union gives their answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.

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**10.13** For the purposes of this Article only, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.

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

**10.15** The time limits referred to in this Article may be extended by mutual agreement between the parties, shall extension shall not be recognized unless confirmed in writing.

**10.16** At any meeting that may occur during the grievance procedure, the employee shall have the right to Union representation. The process shall not be unreasonably delayed.

#### **ARTICLE 11 - SENIORITY, LAYOFF AND RECALL**

**11.01** Seniority shall operate on a bargaining unit wide basis unless otherwise agreed. Seniority shall be defined as length of time in the bargaining unit. In case that more than one (1) Employee commences work on the same date all Employees so affected will have their seniority determined by a draw in the presence of a Union representative within thirty (30) days of the hire date into a position in the bargaining unit. The results of such draw to be acknowledged in writing and signed off by both the Employer and Union.

**11.02** The Employer will post a copy of the seniority list in January and July of each year and a copy will be mailed to the Union Office. Any disagreement with the posted seniority list must be reported to the immediate Supervisor (or designate) in writing within thirty (30) days of the posting of the list. If no written objection is received by the Employer within the thirty (30) days, the seniority list shall be deemed to be correct and accurate in all respects.

**11.03** A layoff shall be defined as a reduction in the work force.

**11.04** An Employee shall only lose their seniority and employment in the event that:

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign for any reason and fails to withdraw such resignation within three (3) business days;
- (c) they are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) after recall she fails to notify the Employer within seven (7) calendar days;

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- (e) they are laid off for more than twelve (12) months;
  - (f) they retire for any reason;
  - (g) they fail to return from an authorized leave of absence or takes other unauthorized employment while on an authorized leave of absence.

**11.05** In the event of layoff, Employees shall be laid off in reverse order of seniority within each classification available. If there is no Employee in the Employee's classification who can be displaced as provided herein, the Employee who is to be laid off may exercise seniority in another classification if that employee is qualified to perform the remaining work and the Employee being displaced has less seniority.

**11.06** No employee outside the bargaining unit shall be employed as a Full-Time or Part-Time Employee until all those Employees off work as a result of a layoff have been given an opportunity for recall. An Employee who is on layoff may indicate their availability to work relief shifts. Working relief shifts shall not affect an Employee's recall rights nor shall it constitute a recall.

**11.07** Fifteen (15) days written notice of layoff will be given to an employee, with a copy provided to the Union, except for layoff that results from labour disputes or unforeseen circumstances beyond the Employer's control in which cases as much notice as possible will be given.

**11.08** An Employee will be recalled by telephone followed by registered mail. Employees are responsible for leaving their current address and telephone number with the Employer. The recall date will be the date of notification by registered mail.

**11.09** An Employee is expected to return to work on the date requested by the Employer. The Employee may, if their personal circumstances require, extend their date for return to work for a maximum of seven (7) calendar days.

## **ARTICLE 12 - JOB POSTINGS**

### **12.01 Job Posting Procedure**

- (a) Where the Employer determines there is a vacancy, a new Full-time position is created within the bargaining unit or a vacancy exists as the result of a leave of absence of ten (10) weeks or more, it shall be posted for seven (7) days on a designated board situated in a convenient place and posted on the Employer's intranet.
- (b) Each posting shall be accompanied by either a brief description of the job (or directions as to where job information can be found) and shall indicate

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whether the appointment is Full-time, Part-Time designation, permanent or temporary.

- (c) In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in the ability, skills and qualifications to perform the required duties of the job. Nothing shall prevent the Employer from temporarily filling positions. The Employer will endeavour to award all posted vacancies within three (3) weeks of posting. The Employer will endeavour to fill the positions within a reasonable time, whenever possible.
- (e) No applications received from outside advertisements for any vacancy within the bargaining unit shall be processed until the applications of present Employees have been fully processed.

#### **12.02 Trial Period**

Should an existing Employee be the successful applicant, they shall be placed on a trial period for two hundred and forty (240) hours worked in their new position. If the Employer determines that they are unsatisfactory in their new position or if the Employee feels that they are unable to perform their duties prior to the end of the trial period, the Employee shall be returned to their former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. An Employee may only request to leave a new position within the two hundred and forty (240) hours worked if they have not requested to leave another position within the preceding two (2) years.

#### **12.03 Restrictions on Applications for Posted Positions**

- (a) A Full-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position until the current temporary position is completed unless mutually agreed. However, if a permanent vacancy arises the Employee may apply.
- (b) A Part-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless mutually agreed. However, if a permanent vacancy arises the Employee may apply.

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## ARTICLE 13 - HOURS OF WORK

### 13.01 Normal Work Week

- (a) Subject to the Employer's right to determine work schedules, the normal hours of work for a Full-Time Employee shall average 80 hours biweekly over the period of the rotation, except as provided in Appendix "B".
- (b) Subject to operational requirements, schedules will generally be combinations of eight (8) and twelve (12) hour shifts. The employer may from time to time add four (4) hour shifts as necessary.
- (c) Shift rotations will be part of the schedule.
- (d) When any major change is being considered by the Employer in the shift schedule, the Employer agrees that there will be prior consultation with the Union and the Employer will take into consideration the preferences of the clear majority of the Employees' affected provided that such wishes do not adversely impact upon the operational or cost requirements of the Employer.
- (e) Nothing in this Agreement shall be construed as a guarantee by the Employer to any Employee of a minimum or maximum number of hours of work in a week, a day or in a bi-weekly period.
- (f) Unless an Employee has been laid off each Employee in the Bargaining Unit will be scheduled for the number of hours outlined for the position then held by each Employee.

### 13.02 Rest and Meal Periods

Each twelve (12) hour shift shall be inclusive of two (2) thirty (30) minute paid meal breaks, and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer.

Each eight (8) hour shift shall be inclusive of one (1) thirty (30) minute paid meal break and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer.

Each four (4) hour shift shall include one (1) paid fifteen (15) minute rest period.

### 13.03 Meal Provisions

If an Employee works four hours or more beyond their regularly scheduled shift a meal will be provided by the Employer. If the meal is required between 7 p.m. and 7 a.m. and if the Employer cannot provide a meal, the Employee shall be



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reimbursed for the cost of a meal not to exceed fourteen (\$14) dollars upon presentation of a receipt.

#### **13.04 Weekends Off**

- (a) Full-Time Employees may be required to work two (2) out of four (4) weekends.
- (b) Part-Time Employees may be required to work two (2) out of every three (3) weekends.

#### **13.05 Time Off Between Regular Shifts**

The Employer will endeavour to schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise.

#### **13.06 Posting of Schedule**

Work schedules shall be posted for each department at least two weeks in advance.

#### **13.07 Shift Exchanges**

The Employees exchanging shifts shall give written notification to the Scheduling Coordinator or designate within twenty four (24) hours for shift exchanges during the Monday to Friday work week and within two (2) business days for shift exchanges on weekends and holidays, and must receive the consent of the Scheduling Coordinator or designate, such consent not to be unreasonably withheld, and there shall be no increased cost to the Employer.

Where two employees wish to exchange particular shifts on a regular basis they may make application on the prescribed form to the Employer at least two (2) weeks prior to the posting of the schedule. Where operational requirements permit, and there is no increase in cost to the Employer, the Employer may approve such requests. Employees who exchange shifts under this provision shall be responsible for working the newly exchanged shift as if it were their normally assigned shift. Such approved exchanges shall be deemed part of the schedule and shall continue until either of the Employees or the Employer gives notice on the prescribed form to the other two parties that the arrangement shall cease. Such notice shall be given at least two weeks' notice prior to the posting of the next schedule.

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### **13.08 Change of Posted Hours**

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

### **13.09 Special Provisions for Call-Backs**

When an Employee is recalled to work outside their scheduled working hours after they have left the facility, they shall be paid for not less than four (4) hours.

### **13.10 Late Arrival for Call-In Shifts**

When an Employee is called in to work a regular shift one half (1/2) hour or less prior to the commencement of the shift and arrives within one (1) hour of the commencement of the shift, then they will be paid for the full shift provided that they work until the normal completion of the shift. An Employee called in to work after the commencement of the shift and arriving within one (1) hour of the time of the call-in shall be paid from the time of the call.

### **13.11 (a) Additional Shifts**

When extra shifts or hours of work are available to be assigned within a classification, such extra shifts or hours of work will first be offered to qualified Part-Time Employees in the classification, then to Casual Employees and then to Full-Time Employees provided that by following the provisions of this Article, no overtime is incurred.

### **(b) Part-Time Employee's Replacement (Extra) Shifts**

- (i) Part-Time Employees shall indicate to the Employer whether or not the Employee is interested in the assignment of shifts that are known prior to posting (extra shifts).
- (ii) Part-Time Employee may be assigned extra shifts when the schedule is being prepared. The Employer shall normally assign extra shifts to Part-Time Employees as equitably as possible. If extra shifts still exist after assignment of the extra shifts to Part-Time Employees, the Employer may offer the extra shift(s) to Casual Employees.

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(c) **After Posting/Call In Shifts**

When call in shifts become available (after a shift schedule has been posted) such shifts will be assigned as equitably as possible to Part-Time and Casual Employees.

**ARTICLE 14 - OVERTIME**

**14.01 Overtime**

- (a) A Full-Time employee who has worked all their regularly scheduled shifts in the bi-weekly period will be entitled to overtime compensation for the hours worked in excess of their regular schedule.
- (b) Overtime for Part-Time employees is defined as hours worked in excess of 84 hours in the bi-weekly pay period.
- (c) Hours worked for the purposes of this article includes regular hours worked, paid holidays, paid vacation, paid sick leave and paid leave of absence but excludes unpaid sick leave, workers' compensation pay and overtime.
- (d) Overtime will be compensated, by the Employer granting to the Employee, pay at the rate of one and one-half times (1½x) the Employee's regular hourly rate for the overtime worked.
- (e) All overtime must be authorized by the Employer or representative of the Employer.
- (f) Overtime shall be distributed by seniority among qualified Employees in the classification who have declared availability; however, if no Employee is willing to work the overtime. The Employer will require employees to work overtime in the bi-weekly pay period starting with the least senior employee in the workplace and then by rotation in reverse order of seniority among employees in the workplace.

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

An Employee who agreed to work additional hours in a day not regularly scheduled to work will not be required to work overtime on that day.

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## ARTICLE 15 - LEAVES OF ABSENCE

### 15.01 Personal Leave

The Employer may grant or refuse a request for a leave of absence without pay and without benefits for good and sufficient cause ("personal leave") provided such leave may be arranged without undue inconvenience to the normal operations of the Employer's facility. Applicant when applying must indicate the date of departure and specify the date of return.

### 15.02 Sick Leave

#### (a) Indemnity Benefit

Sick leave with pay 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 with pay if the Employee is not otherwise receiving pay from the Employer (which includes, but is not limited to holiday pay, vacation pay, and paid leave of absence for that day) or from a third party insurer (including payments under the *Workers' Compensation Act*), and providing the Employee has sufficient sick leave credits.

#### (b) Credit Accumulation

- (i) Paid sick leave shall accumulate at the rate of 0.06924 per hour worked not including sick time, effective the first day of employment as a Full-Time or Part-Time Employee.
- (ii) The maximum amount of accumulation shall be 640 hours.
- (iii) Sick leave pay received by an Employee will be deducted from their accumulated total.

#### (c) Entitlement to Sick Leave

- (i) An illness or injury for which Workers' Compensation is payable shall be deemed not to be a personal illness or injury for which an Employee is eligible to receive sick leave pay from the Employer or a third party insurer.
- (ii) An Employee may be required by the Employer to produce satisfactory medical documentation from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an Employee.

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- (iii) In the event of an unjustified failure by an Employee to notify the Employer that they will be absent from work due to sickness, the Employee shall not be entitled to sick leave pay for that day.
  - (iv) Employees can accumulate, but cannot use sick leave credits during their probationary period.

### **15.03 Pregnancy Leave**

- (a) A pregnant Employee, shall be entitled to Pregnancy Leave in accordance with the provisions of the Nova Scotia *Labour Standards Code* as amended from time to time, upon:
  - (i) giving the Employer four (4) weeks notice of the date that they will begin the leave and the date they will return to work; and
  - (ii) providing to the Employer, where the Employer so requests, a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

If an Employee cannot give four (4) weeks notice to their Employer because the baby is born early or because of medical condition, they must give as much notice as reasonably possible.

- (b) The Employer may require medical verification of the Employee's condition prior to such a leave and also may require further medical verification at the conclusion of the leave of absence that the Employee is physically able to resume normal duties upon return.
- (c) Nothing shall preclude the Employer from requiring a pregnant Employee prior to their confinement to go on such leave of absence on the grounds that their physical condition while at work constitutes a hazard to herself, a resident, or their fellow Employees or is interfering with their ability to perform their duties.
- (d) When an Employee commences pregnancy leave an Employee may continue group insurance coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premiums payable with respect to the Employee, and the Employer will remit the premium to the insurer.
- (e) When an Employee reports for work upon the expiration of the period referred to above, the Employer shall permit them to resume work with no loss of seniority or benefits accrued to the commencement of the maternity leave.

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- (f) The clauses of this Article shall be considered as being automatically amended should applicable legislation be changed to provide benefits more favorable to the Employees than those contained herein.

#### **15.04 Parental and Adoption Leave**

An Employee shall be entitled to Parental and Adoption Leave in accordance with the provisions of the Nova Scotia *Labour Standards Code* as amended from time to time.

If an Employee is taking both pregnancy and parental leaves, they must take them consecutively and not go back to work between the two leaves.

#### **15.05 Leave For Birth of Child**

An Employee who is not taking leave pursuant to article 15.03 will be granted two (2) days leave for the birth of a child. One (1) day will be with pay.

#### **15.06 Leave for Adoption of Child**

An employee who is not taking adoption leave pursuant to Article 15.04 (Parental and Adoption Leave) shall be granted one (1) day's leave with pay for the purpose of the adoption of a child by the employee. This leave may be divided into two (2) periods and granted on separate days. The Employee may also be granted one (1) day without pay.

#### **15.07 Bereavement Leave**

- (a) If a death occurs in the immediate family of an Employee when said Employee is at work, the said Employee shall be granted bereavement leave with pay for the remainder of their shift.
- (b) If a death occurs in the immediate family of an Employee, said Employee shall be granted five (5) consecutive days paid leave of absence effective midnight following the death (and for no other days) provided they are days when the Employee would normally be scheduled to work.

An Employee may choose to defer the 5<sup>th</sup> day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given as soon as possible.

"Immediate family" is defined as father, mother, brother, sister, spouse, common-law spouse, child of the Employee, legal ward, current father-in-law, current mother-in-law, son-in-law, daughter-in-law, stepchild, current step-parent, grandchild and grandparents of the Employee.

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- (c) Employees shall be entitled to special leave with pay up to a maximum of two (2) days for the purposes of attending the funeral if such time is actually missed, in the event of the death of the Employee's, brother-in-law, sister-in-law, aunt, uncle, niece or nephew or a relative permanently residing in the Employee's household.
  - (d) An Employee when for any reason other than bereavement leave would not be considered to be at work, shall not be eligible for bereavement leave with pay if a death occurs in their family subject to Article 16.04 Bereavement Leave During Vacation.

#### **15.08 Jury and Witness Duty**

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter pertaining to the Employer, Shannex Inc., held in or under the authority of a court or tribunal; or
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence under Article 15.08 shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation.
- (e) An Employee given Leave for Court without loss of regular pay shall pay to the Employer the amount that the employee receives for this duty.
- (f) The Employer reserves the right to appeal to the court to have "key" employees relieved of Jury Duty. It is the employee's responsibility to come to work at any time during their scheduled shifts that they are not actually required for Jury Duty or to be present in Court.

#### **15.09 Leave for Family Illness\Specialist Appointments**

Employees with sufficient sick leave credits shall be allowed paid leave of absence up to forty (40) hours per calendar year:

- (a) to attend a specialist appointment; if possible, two (2) weeks advance notice must be given to the Employer, the Employer reserves the right to verify the appointment; and/or

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- (b) in case of illness or accident affecting the Employee's spouse, common law spouse, child, or parent, or a relative residing in the employee's household or with whom the employee resides, to make such arrangements as are necessary to permit the Employee to return to work.

Leave under this Article shall be deducted from the Employee's sick bank as provided in Article 15.02.

#### **15.10 Compassionate Care Leave**

Employees will be entitled to unpaid leave in accordance with the Compassionate Care Leave provisions in the Nova Scotia *Labour Standards Code*, R.S.N.S. 1989, c. 246 as amended.

#### **15.11 Leave for Storms 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 holiday time or vacation; or
- (c) When the Employee has no entitlement to accumulate paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

#### **15.12 Leave for Public Office**

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay, without benefits and without further accumulation of seniority, but without loss of already accumulated seniority so that an Employee may be a candidate in federal, provincial or municipal elections.
- (b) An Employee who is elected to public office shall be allowed leave of absence without pay, without benefits and without further accumulation of seniority but without loss of already accumulated seniority during their terms of office for a maximum of up to two (2) years.

#### **15.13 Leave for Parent of a Critically Ill Child**

An Employee who has been employed by the Employer for a period of at least six (6) consecutive months of continuous employment and is the parent of a



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critically ill child is entitled to an unpaid leave of absence in accordance with the *Labour Standards Code*.

**15.14 Domestic Violence Leave**

Employees shall be entitled to leave for Domestic Violence in accordance with the provisions of the Nova Scotia *Labour Standards Code*, as amended from time to time.

**ARTICLE 16 - VACATIONS**

**16.01 Vacation Entitlement - Full-Time**

Paid vacation leave shall be earned on the basis of regular hours paid. Regular hours paid for the purpose of this Article shall include regular hours worked, paid vacation hours, paid sick leave, paid holidays, paid leave of absence, paid union leave, but excludes overtime and WCB.

- (a) Full-Time Employees shall accumulate annual vacation leave as follows:
  - (i) during the first five (5) years and 10400 hours paid as a member of the bargaining unit, at the rate of ten (10) hours for each one hundred and seventy three and three-tenths (173.3) hours paid (i.e. fifteen (15) days during the first five (5) years);
  - (ii) after five (5) years and 10400 hours paid as a member of the bargaining unit, at the rate of thirteen and three-tenths (13.3) hours for each one hundred and seventy three and three-tenths (173.3) hours paid (i.e. twenty (20) days between five (5) years and fifteen (15) years); and
  - (iii) After fifteen (15) years and 31200 hours paid as a member of the bargaining unit, at the rate of sixteen and two-thirds (16.67) paid for each one hundred and seventy three and three-tenths (173.3) hours paid (i.e. twenty-five (25) days after fifteen (15) years).
  - (iv) For the purposes of this Article “day” shall mean an eight (8) hour day.
- (b) Employees can accumulate, but cannot use vacation credits during their probationary period.

Years	Hours Paid	Vacation Entitlement
0-1 year	2080 hours	10 hours for each 173.3 hours paid; not to exceed 3 weeks/15 days

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1-5 years	2081 – 10400 hours	3 weeks; 15 days
5-15 years	10401 – 31200 hours	4 weeks; 20 days
15 years and beyond	31201 or more hours	5 weeks; 25 days

**16.02 Vacation Entitlement - Part-Time**

Part-Time Employees shall receive vacation leave pro rated as per Article 15.01. Vacation pay will be paid out to Part-Time Employees once per year, no later than the second pay period in July.

**16.03 No Waiver of Vacation Leave**

No Employee shall be allowed to waive vacation and receive pay in lieu of vacation.

**16.04 Bereavement Leave During Vacation**

During an Employee's vacation, if there is a bereavement for which an Employee is entitled to bereavement leave under Article 15.07, the Employee shall, upon request and proper notification to the Employer, be considered to be on bereavement leave. The period of vacation so displaced shall be rescheduled in accordance with Article 16.05.

**16.05 Requesting and Scheduling Vacation Leave**

- (a) Vacation shall be scheduled in a manner that will least interfere with the operation of the facility. The vacation year is January 1st – December 31st.
- (b) For vacation during the period between January and May 31st, the request must be submitted prior to October 1st of the preceding year, in order for seniority to be considered. The Employer shall respond to vacation requests for this time period by December 1st.
- (c) For vacation for the period between June 1st and December 31st, the request must be submitted prior to March 1st, in order for seniority to be considered. The Employer shall respond to vacation requests for this time period by May 1st. Notwithstanding the foregoing, Employees may apply seniority during the summer period between June 15th and September 15th only twice to take up to two (2) consecutive weeks or two one (1) week blocks of vacation leave between June 15th and September 15th until all employees have had an opportunity to have 2 weeks vacation in the summer period.
- (d) Vacation requests received outside the above deadlines shall be granted on a first come, first serve basis, unless requests from two or more Employees are made on the same day for the same vacation period in which case

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seniority shall be used to resolve the conflict. The Employer shall respond to the request within seven (7) days.

- (e) Vacation granted under (b) and (c) above shall be posted by the Employer no later than the Employer's response date in each of these provisions.
- (f) If an Employee has been unable to schedule vacation, including any carried over pursuant to Article 16.06, by October 1<sup>st</sup> of the vacation year, the Employer may, after discussing with the Employee, schedule the remaining vacation days in excess of the carry-over entitlement.

#### **16.06 Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than one hundred twenty (120) hours may, with the consent of the employer, be carried over to the following year. Request for vacation carry over entitlement shall be made in writing by the Employee to the Employer not later than October 1<sup>st</sup> of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request. Vacation carry over pursuant to this article does not include vacation requests approved by December 1 for the January 1 – May 31<sup>st</sup> vacation period.
- (b) An Employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.
- (c) An Employee shall make every reasonable effort to schedule vacation carried over pursuant at (a) and (b). The Employer will not unreasonably refuse requested vacation time.

#### **16.07 Employee Compensation Upon Termination**

An Employee, upon their separation from the Employer, shall be compensated for earned vacation leave which s/he has not taken.

#### **16.08 Employer Compensation Upon Termination**

An Employee, upon their separation from the Employer, shall compensate the Employer for vacation which was taken but to which they were not entitled. The Employer may deduct excess vacation usage from the final pay of the Employee. If there is not sufficient pay to cover the liability owing, the Employee is responsible for the deficit.

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### **16.09 Recall From Vacation**

The Employer will make every reasonable effort not to recall an Employee to duty after they have proceeded on vacation leave or to cancel vacation once it has been approved an employee who volunteers to be called for work opportunities is not recalled within the meaning of this article.

### **16.10 Reimbursement of Expenses Upon Recall**

- (a) If an Employee's vacation is approved and then cancelled by the Employer causing the employee to lose a monetary deposit on vacation accommodations and/or travel and providing the employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies the Employer that the monetary loss will be forfeited, the Employer will reimburse the Employee for the monetary deposit. Cancellation of vacation will be in reverse order of seniority subject to the Employer incurring additional cost.

The Employee must provide proof of a loss as set out above.

- (b) The Employer will make every reasonable effort not to require an Employee to return to work after they have commenced paid vacation leave. Employees will be recalled from vacation in reverse order of seniority, except where the Employer establishes the need for special skills and qualifications and where additional cost will be incurred.

## **ARTICLE 17 - HOLIDAYS**

### **17.01 Holidays**

The following days are recognized holidays with pay:

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

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In the event that the Province of Nova Scotia declares a statutory holiday not listed above, this holiday shall be recognized by the Employer and should be added to this Article.

**17.02 Holiday Pay**

- (a) A Full-Time Employee shall receive holiday pay equal to eight (8) hours at their regular hourly rate of pay subject to Article 17.03. Such holiday pay shall be paid to Full-time Employees who are not participating in a smoothing rotation semi-annually. Full-time Employees who are participating in a smoothing rotation will be paid out any remaining holiday pay in the first pay period of February in the next year.
- (b) A Part-Time Employee shall receive pro-rated holiday pay subject to Article 17.03. Such holiday pay shall be paid to Employees semi-annually.

**17.03 Qualification for Holiday Pay**

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

**17.04 Work on a Holiday**

When a Full-Time Employee or Part-Time Employee who has completed their probationary period is required to work on any of the holidays listed in Article 17.01, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay.

**17.05 No Pyramiding**

There shall be no pyramiding of benefits.

**17.06 Christmas/New Year Period**

The Employer shall endeavour to give each Employee either Christmas or New Year's Day off. This shall be done on an alternate basis, that is, Christmas Day off one year and New Year's Day off the next year. Employees may request to shift exchange Christmas Day and New Year's Day shifts and such requests shall not be unreasonably refused. Any such shift exchange shall not result in an increased cost to the Employer.

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The master time schedule shall be waived during the period December 15 to January 15. Adequate staffing must be maintained at all times.

Subject to the efficient operational requirements of the home, the Employer will endeavour to provide Full-Time Employees with five (5) consecutive days off for Christmas or New Years and Part-Time Employees with three (3) consecutive days off for Christmas or New Years.

## **ARTICLE 18 - WAGES**

**18.01** Employees shall be paid the rate of pay set out in the salary scale in the attached Appendix "A".

**18.02 (a)** Employees hired into a classification with an increment scale shall advance to the next increment on the wage scale after every two thousand eighty (2,080) regular hours paid in the position. Regular hours paid for the purpose of this Article shall include regular hours worked, paid vacation hours, paid sick leave, paid holidays, paid leave of absence, paid union leave, but excludes overtime and WCB.

(b) Progression in the wage scale is based on service in the classification listed in 18.02 (a) with the Employer, provided however, on hiring in the classification, an employee may, at the discretion of the Employer, be given credit for previous experience in the classification.

**18.03** If an Employee has a shortfall in his pay of more than four (4) hours' pay, the Employer shall pay the shortfall to the Employee within four (4) business days of being notified by the Employee.

### **18.04 Temporary Assignment**

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

### **18.05 Shift Premium**

All Employees shall receive a shift premium of two dollars and thirty-five cents (\$2.35) per hour for all regular hours worked between 7:00 p.m. and 7:00 a.m.

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**18.06 Weekend Premium**

All Employees shall receive a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for all regular hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday.

**18.07** The Employer shall pay wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement.

**ARTICLE 19 - GROUP INSURANCE**

**19.01 Group Insurance**

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

**19.02 Cost Sharing**

The Employer shall pay sixty-five percent (65%) of the cost of the premiums for the extended health and drug plan in 19.01 excluding life and ADD which are one hundred percent (100%) paid for by the Employer. Dental shall be cost shared fifty-fifty (50%/50%). Such cost sharing shall become effective the first full pay period following the ratification of this Collective Agreement.

**19.03 Mandatory Participation**

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

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

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

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#### **19.04 Employees on Unpaid Leave or Layoff**

Subject to other provisions of this Agreement, when an Employee commences unpaid leave of absence or layoff:

- (a) the Employer shall pay its share of the premiums for group insurance benefits for the balance of the month the leave or layoff commences; and
- (b) for a period of twelve (12) months after the calendar month in which the leave or layoff commences, an Employee may continue group insurance coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premium payable with respect to the Employee, and the Employer will remit the premium to the insurer. The Employee will confirm, in writing, their intent to pay the full cost of the premiums. Failure on the part of the Employee to submit payments by the date premium payments are due shall result in cancellation of benefits.

### **ARTICLE 20 - RETIREMENT SAVINGS PLAN**

#### **20.01 Retirement Savings Plan**

The Employer will continue to provide an Employer Sponsored Retirement Savings Plan.

#### **20.02 Cost Sharing**

Eligible employees must enroll with a minimum contribution of 1%. The Employer will match Employee contributions of up to 5% of their gross earnings.

#### **20.03 Enrolment**

Full-Time Employees and Part-Time Employees must participate in the Employer Sponsored Retirement Savings Plan provided that they have completed their probationary period and have been regularly scheduled to work the minimum hours required by the plan administrator.

The Employee must arrange a time to meet with the representative of the Employer within thirty (30) days of the completion of the probationary period to complete the necessary enrolment forms.

#### **20.04 Employees on Leave or Layoff**

Subject to other provisions of this Agreement, when an Employee commences an unpaid leave of absence or layoff, an Employee may elect to continue



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contributions directly to the Plan Administrator. There will be no Employer contribution during the period of the unpaid leave or layoff.

## **ARTICLE 21 - STAFF HEALTH AND SAFETY**

### **21.01 Occupational Health and Safety Committee**

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

### **21.02 Responsibilities of Parties**

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

**21.03** The Employer agrees that in cases where a resident causes damages to an Employee's uniform such an incident will be brought to the attention of the Site Manager or designate who will review the incident and reimburse the Employee for the damage

### **21.04 Alcohol and Drug Dependency**

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided Employees have sufficient sick leave credits, they shall be eligible for sick leave benefits for treatment programs.

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## **ARTICLE 22 - RESIGNATION**

### **22.01 Notice of Resignation**

Two (2) weeks written notice of resignation shall be given regarding resignation of employment by the Employee, unless mutually satisfactory arrangements are made otherwise.

An Employee may withdraw their notice of resignation within three (3) business days from the time they submitted their resignation in writing to their Employer.

## **ARTICLE 23 – DISCIPLINE AND DISCHARGE**

**23.01** No Employee shall be disciplined or discharged without just and sufficient cause.

**23.02** A Union Steward shall be present in any meeting with an Employee in which the Employee is disciplined, suspended or discharged. The Employee may, in writing, waive the right to have a Union Steward present. The Union shall receive a copy of the Employee's letter of discipline\discharge.

**23.03** The record of any disciplinary action shall not be referred to or used against an Employee at any time after twenty-four (24) months following such action provided that there has been no additional discipline in the period, excluding resident abuse, drug or alcohol abuse or workplace harassment.

## **ARTICLE 24 - PERSONNEL FILES**

### **24.01 Access to Personnel File**

An Employee shall be permitted to view their personnel file online.

## **ARTICLE 25 - NO STRIKE - NO LOCKOUT**

**25.01** It is agreed that there shall be no slow-down, curtailment of work, strike or lockout during the term of this Agreement.

## **ARTICLE 26 – RETIREMENT**

**26.01** It is expected that an Employee will give four (4) weeks' written notice prior to retirement, unless mutually satisfactory arrangements are made otherwise.

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## ARTICLE 27 – WORKERS’ COMPENSATION

### 27.01 Workers’ Compensation

Employees are covered by the *Workers’ Compensation Act*.

Payment for time lost due to Workers’ Compensation injury will be made according to the *Workers’ Compensation Act* (Nova Scotia). Workers’ Compensation cheques will be made payable directly to the Employee. However, the Employer will allow the Employee to deduct from their sick leave credits payment for lost shifts on the first two days of Workers’ Compensation entitlement, provided that they has sufficient sick leave credits.

### 27.02 WCB Earnings Replacement Supplement

- (a) An employee who is injured on duty shall immediately report or cause to have reported an injury sustained in the performance of their duties to their immediate supervisor.
- (b) Employees may use sick leave credits to supplement the earnings replacement benefit paid by the Workers’ Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the *Workers’ Compensation Act* and the employee’s net pre-accident earnings.
- (c) A Regular Full Time or Part Time employee who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers’ Compensation benefits may have the Employer provide payment from the employee’s sick leave credits equivalent to the benefits they would earn under the *Workers Compensation Act* providing the employee is able to establish, to the Employer, that the illness or injury prevents the employee from working and the employee has sufficient sick leave credits.
- (d) In such case, the employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the employee, up to the level of the payment advanced by the Employer.

## ARTICLE 28 – TRAINING AND EDUCATION

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

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28.02 Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee. The Employer shall make every reasonable effort not to schedule an employee for such training during their off time.

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

28.04 For clarity, training/education required by the Employer does not include training/education required for new hires or to maintain capacity for employment, nor does it include training/education required by a third party.

## **ARTICLE 29 - TERM OF AGREEMENT**

29.01 This Agreement shall be for the period commencing on November 1, 2020 and ending October 31, 2023.

29.02 Retroactivity shall only apply as follows:

- (a) Wages – As set out on the dates outlined in Appendix "A"; and
- (b) Shift and Weekend Premiums - As set out in the dates found in Articles 18.05 and 18.06.

All other provisions of the Collective Agreement are effective the date of signing.

Former employees who have resigned or retired shall have thirty (30) days after the signing of this Agreement to apply, in writing, for retroactivity from November 1, 2020. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

29.03 This Agreement shall remain in effect from year to year after unless one of the parties hereto notifies the other within a period of not less than sixty (60) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement. Such notices in order to be effective must be in writing and given in accordance with the provisions of the *Trade Union Act* (Nova Scotia).

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

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DATED this 20<sup>th</sup> day of October, 2023

FOR THE EMPLOYER:

Quindlen

Mackinnon

FOR THE UNION:

Asil

Helen Erickson

Jacqy Best

Andrea Hull

\_\_\_\_\_

## APPENDIX "A" WAGE RATES

**NOTE: All hourly rates are based on 2080 hours**

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Support Services Attendant	\$14.6667	\$30,507	\$14.8867	\$30,964	\$16.0475	\$33,379	\$16.5290	\$34,380	\$16.6116	\$34,552
Regular Rate	\$14.9159	\$31,025	\$15.1398	\$31,491	\$16.3044	\$33,913	\$16.7936	\$34,931	\$16.8775	\$35,105
After 2080 hours	\$15.6991	\$32,654	\$15.9344	\$33,144	\$17.1109	\$35,591	\$17.6243	\$36,658	\$17.7124	\$36,842
After 4161 hours	\$16.1962	\$33,688	\$16.4391	\$34,193	\$17.6232	\$36,656	\$18.1519	\$37,756	\$18.2426	\$37,945
After 6243 hours	\$16.6933	\$34,722	\$16.9437	\$35,243	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%	
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate
PCW (no certificate) *	\$17.2219	\$35,822	\$17.4803	\$36,359	\$17.7425	\$36,904
After 2080 hours	\$17.5695	\$36,544	\$17.8330	\$37,093	\$18.1005	\$37,649
After 4161 hours	\$17.9158	\$37,265	\$18.1845	\$37,824	\$18.4573	\$38,391
After 6243 hours	\$18.2561	\$37,973	\$18.5299	\$38,542	\$18.8078	\$39,120
After 8323 hours	\$18.5968	\$38,681	\$18.8757	\$39,261	\$19.1588	\$39,850

\*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 28, 2022 and appears in this wage appendix for retroactivity purposes, only.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Uncertified CCA **	Start	\$17.5621	\$36,529	\$17.8255	\$37,077	\$18.0928	\$37,633	\$18.6356	\$38,762	\$18.7288	\$38,956
	After 2080 hours	\$17.9157	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391	\$19.0109	\$39,543	\$19.1059	\$39,740
	After 4161 hours	\$18.2687	\$37,999	\$18.5428	\$38,569	\$18.8209	\$39,147	\$19.3855	\$40,322	\$19.4824	\$40,523
	After 6243 hours	\$18.6097	\$38,708	\$18.8887	\$39,288	\$19.1720	\$39,878	\$19.7472	\$41,074	\$19.8459	\$41,280
	After 8323 hours	\$18.9633	\$39,443	\$19.2476	\$40,035	\$19.5364	\$40,636	\$20.1224	\$41,855	\$20.2231	\$42,064

\*\*Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Uncertified CCA" as per the MOA re: CCAs, signed March 28, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Continuing Care Assistant ("CCA") or CCA Equivalent	Start	\$17.5621	\$36,529	\$18.0928	\$37,633	\$21.4712	\$44,660	\$22.1153	\$46,000	\$22.2259	\$46,230
	After 2080 hours	\$17.9157	\$37,265	\$18.4572	\$38,391	\$21.9096	\$45,572	\$22.5669	\$46,939	\$22.6797	\$47,174
	After 4161 hours	\$18.2687	\$37,999	\$18.8209	\$39,147	\$22.3567	\$46,502	\$23.0274	\$47,897	\$23.1426	\$48,137
	After 6243 hours	\$18.6097	\$38,708	\$19.1720	\$39,878	\$22.8130	\$47,451	\$23.4974	\$48,875	\$23.6149	\$49,119
	After 8323 hours	\$18.9633	\$39,443	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate	
Recreation Assistant (2 Year Community College Diploma - Recreation)	Probationary Rate	\$19,6348	\$40,840	\$19,9293	\$41,453	\$20,2282	\$42,075	\$20,8350	\$43,337	\$20,9392	\$43,554
	Regular Rate	\$19,9689	\$41,535	\$20,2684	\$42,158	\$20,5724	\$42,791	\$21,1896	\$44,074	\$21,2955	\$44,295
	After 2080 hours	\$20,5849	\$42,817	\$20,8937	\$43,459	\$21,2071	\$44,111	\$21,8433	\$45,434	\$21,9525	\$45,661
	After 4161 hours	\$21,2598	\$44,220	\$21,5787	\$44,884	\$21,9024	\$45,557	\$22,5595	\$46,924	\$22,6723	\$47,158
	After 6243 hours	\$21,9347	\$45,624	\$22,2637	\$46,308	\$22,5976	\$47,003	\$23,2756	\$48,413	\$23,3920	\$48,655
After 8323 hours	\$22,6096	\$47,028	\$22,9487	\$47,733	\$23,2929	\$48,449	\$23,9917	\$49,903	\$24,1117	\$50,152	
Physiotherapy / Occupational Therapist Assistant (with diploma)	Probationary Rate	\$19,8383	\$41,264	\$20,1358	\$41,883	\$20,4379	\$42,511	\$21,0510	\$43,786	\$21,1563	\$44,005
	Regular Rate	\$20,1754	\$41,965	\$20,4779	\$42,594	\$20,7851	\$43,233	\$21,4086	\$44,530	\$21,5157	\$44,753
	After 2080 hours	\$20,7621	\$43,185	\$21,0734	\$43,833	\$21,3895	\$44,490	\$22,0312	\$45,825	\$22,1413	\$46,054
Physiotherapy / Occupational Therapist Assistant (with degree)	After 4161 hours	\$21,3891	\$44,489	\$21,7100	\$45,157	\$22,0356	\$45,834	\$22,6967	\$47,209	\$22,8102	\$47,445
	After 6243 hours	\$22,1229	\$46,016	\$22,4547	\$46,706	\$22,7916	\$47,406	\$23,4753	\$48,829	\$23,5927	\$49,073
	After 8323 hours	\$22,8039	\$47,432	\$23,1460	\$48,144	\$23,4932	\$48,866	\$24,1980	\$50,332	\$24,3190	\$50,583

**NOTE:**

**General Economic Increases**

In the event there is a general economic increase(s) negotiated in the publicly funded Long Term Care (LTC) sector, for another publicly funded LTC Employer which has a contract term November 1, NSGCU Local 56 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

**Classification Adjustments**

Where through collective bargaining, a classification adjustment is negotiated into the collective agreement with a term of November 1, 2020-October 31, 2023, of a publicly funded LTC Employer NSGCU Local 130 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.



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## APPENDIX "B"

### PAYMENT OF WAGES FOR 12 HOUR SHIFT CCA'S

Full-Time Employees who work a 12 hours shift, averaging 76 hours bi-weekly over a six (6) week rotation shall be paid as follows:

1. The Employee shall work and be paid an average of eighty-four (84) hours bi-weekly for four (4) weeks of the six (6) week rotation;
2. The Employee shall work sixty (60) hours over a two week period during the six (6) week rotation and be paid for up to seventy-two (72) hours as follows:
  - (a) Eight (8) hours from the Employee's statutory holiday bank, provided the employee has sufficient credits available, and;
  - (b) Four (4) hours from the employee's vacation bank, provided the employee has sufficient credits available.

If the employee does not have credits as outlined in (a) and (b) above, the employee shall be paid for hours worked.

3. For the purpose of overtime such Employee shall be deemed to have worked all hours paid in accordance with the above.

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**MEMORANDUM OF AGREEMENT  
FOREIGN STUDENTS**

Notwithstanding Article 14.01 (f) foreign students who are working pursuant to a their student visas will not be mandated where to do so would violate the terms of their student visa.

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## MEMORANDUM OF AGREEMENT

### Long-Term Care Assistant- Classification

**WHEREAS** the Parties have recognized that there are new workload pressures on the workforce Long-Term Care Facilities in Nova Scotia due to measures implemented to reduce the risk of exposure and infection during the Covid-19 pandemic;

**AND WHEREAS** the Employer has decided to add Long-Term Care Assistant (LTCA) positions at the Long-Term Care Facilities it operates as a temporary measure to mitigate the strain and pressures on its workforce resulting from the additional COVID-19 measures;

**AND WHEREAS** the Employer acknowledges that these LTCA positions are bargaining unit positions, and that NSGEU is the certified bargaining agent;

**AND WHEREAS** the Parties have agreed to the rate of compensation applicable to the LTCA classification when hired at a long-term care facility operated by the Employer, the terms of which they wish to set out in writing in this Memorandum of Agreement;

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

1. Effective December 17, 2020, the LTCA classification shall be paid at the same wage rate across all long-term care homes operated by the Employer, which rates shall be as follows:
  - a) The probationary rate shall be \$16.41/hour; and
  - b) The regular rate shall be \$16.69/hour.

The LTCA classification will be subject to the same increment and special adjustments that are identified in Appendix A as are applicable to the classification of Support Services Attendant.

2. There shall be no retroactive application of these rates for hours worked before December 17, 2020.
3. The Employer does not intend to hire LTCAs on a permanent basis, nor as a replacement for or in lieu of any vacant Continuing Care Assistant ("CCA") positions. The addition of LTCA positions by the Employer has been for the purpose of supporting the work of the bargaining unit generally, and specifically to address workload pressures arising from additional work related to COVID-19 and mitigating risks related to COVID-19 in long-term care.
4. Employees in LTCA positions, and those hired on or after the effective date of December 17, 2020, are required by the Employer to perform

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duties specific to COVID-19, including but not limited to: active screening of all entrants to the facility, temperature checks, and assisting residents with visits, whether online or in person. The Employer may also assign the LTCA position job duties as outlined in the LTCA job description approved by the Department of Health and Wellness.

5. To the extent that some of the job duties of the LTCA may overlap with the job duties of the CCA position, the LTCA may be directed to perform that work provided it is work identified within the job description. In no event shall the LTCA position be required to provide personal care to residents.
6. Nothing in this MOA shall be deemed to impose an obligation on the Employer to hire LTCA positions on a permanent or temporary basis in future. The LTCA positions can be cancelled at any time at the sole discretion of the Employer or at any time if approval for use of the positions from the Department of Health and Wellness ceases.
7. The Union will withdraw all outstanding grievances against the Employer on the issue of compensation for LTCAs.
8. This Memorandum of Agreement is made on a without precedent and without prejudice basis to any other matter and may be relied upon only to enforce the terms of this Agreement itself.