COLLECTIVE AGREEMENT

between

MOUNTAIN LEA LODGE

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

November 1, 2024 to October 31, 2028

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PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of health care service, to promote the well being and increased productivity of employees to the end that clients be well and efficiently served and to promote an environment where employees want to work and are valued, accordingly the parties hereto set forth certain terms and conditions of employment affecting employees covered by this Agreement.

Now therefore, the parties agree as follows:

ARTICLE 1 - INTERPRETATION AND DEFINITIONS*

1.01* **Definitions**

For the purpose of this Agreement:

(1) **"Board"** means Board of Directors of Mountain Lea Lodge.

(2) **"Common-law relationship"** is said to exist when, for a continuous period of more than one (1) year, an employee has lived with a person, publicly represented that person to be the spouse, and lives continually with that person as if that person were the spouse.

(3) **"Working Day"** means Monday through Friday excluding holidays.

(4) (i) **"Employee"** means a person who is included in the bargaining unit as defined in Article 2.01 and includes:

(a) **"Full-time Employee"** means an Employee who is hired to work the bi-weekly hours of work as provided in Article 15 hereunder;

(b) **"Part-time Employee"** means an Employee who is hired to work less than the bi-weekly hours of work as provided in Article 15 hereunder; and

(c)* **"Permanent Employee"** means an Employee who has completed the probationary period described in Article 9 and is employed on a full-time or part-time basis without

reference to any specified date of termination of employment.

(ii)* **"Term Employee"**
A Term Employee is an employee hired to work in a Term Position. A casual employee filling a term position shall not accumulate seniority. A casual employee filling a Term Position shall qualify, subject to eligibility, for other benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

Notwithstanding the above, should a casual employee in a Term Position become a Permanent Employee without a break in employment, the hours of service shall be calculated from the most recent date on which the employee began working in a Term Position.

A Permanent Employee, working in a Term Position, will continue to be covered under the Collective Agreement as a Permanent Employee. Upon completion of the Term Position, the Permanent Employee will be returned to **their** former position.

Term Positions and Term Employees may be terminated at any time at the sole discretion of the Employer. Where the Employer terminates a Term Position or Term Employee, the Employer shall endeavour to give at least two (2) weeks prior notice but in any event shall give as much notice as is reasonably practicable in the circumstances.

(5) **"Employer"** means Mountain Lea Lodge.

(6) **"Leave of absence"** means absent from work with permission.

(7) **"Spouse"** means a legal marriage partner or a live-in partner in a Common-Law Relationship identified in writing to the Employer. This includes a same-sex partner for the purposes of family oriented benefits except where a benefit plan contemplates otherwise.

(8) **"Union"** means the Nova Scotia Government and General Employees Union.

(9)* **"Term Position"** means work for a definite period of time greater than **three (3)** months but less than forty-eight (48) months. Such positions shall be posted in accordance with this agreement.

10)* "Regular Hours Paid" means hours paid by the Employer to a maximum of 2080 hours annually including paid vacation hours, the straight time equivalent of paid holiday hours, paid sick leave, unpaid Union leave reimbursed by the Union, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours worked and hours paid by a third party (WCB, LTD, Etc.).

1.02 Service

For the purposes of this Agreement, "service" means the total accumulated hours paid by the Employer to an employee from their date of hire by Mountain Lea Lodge. A year of service shall be 2080 hours paid.

1.03 Gender

Unless any provision in this Agreement otherwise specifies, gender shall be expressed as they/them/their.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

(a) The Employer recognizes the Union as the exclusive Bargaining Agent of the employees in the bargaining unit, as follows:

all full time and regular part time Personal Care Workers, Pre-CCAs (CCAs In Training), Continuing Care Assistants, Home Health Providers, Laundry Workers, Housekeepers, Maintenance Workers, Activities Workers, Rehabilitation Assistant, Food Service Workers (Cooks), and Ward Clerk employed by Mountain Lea Lodge (Annapolis County Municipal Housing Corporation) Bridgetown, Nova Scotia but excluding Registered Nurses, Licensed Practical Nurses, and Administrative Staff and those persons described in paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act* as per the Certification Order of the Labour Relations Board, being LRB # 4593.

(b) No employee shall be required or permitted to make any written or verbal agreement with the Employer, its representative or Supervisor which is contrary to the terms of this Collective Agreement.

ARTICLE 3 – NO DISCRIMINATION*

3.01 **No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination or interference, restriction or, coercion exercised or practised with respect to any employee by reason of membership or legal activity in the Union.

3.02 **No Discrimination**

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by that Act.

3.03 **Same-Sex Family Status**

Any applicable family oriented benefits (e.g. bereavement leave, medical, etc.) shall be available to families with same-sex spouses in accordance with the provisions of this Collective Agreement except for pension and other plans where the plan contemplates otherwise.

3.04* **Workplace Free of Harassment**

Both parties to this Collective Agreement agree that harassment, including bullying as defined in the Employer's **Code of Conduct** policy **or any other policy implemented by the Employer to prevent workplace harassment**, is inappropriate and shall support a workplace free from harassment. The Employer shall post a copy of the Harassment and Bullying Prevention policies on the Union bulletin board.

ARTICLE 4 - APPLICATION

4.01 This Agreement shall apply to and is binding on the Union, the employees and the Employer.

ARTICLE 5 - FUTURE LEGISLATION

5.01 In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 **Management Rights**

(a) The management and direction of employees and operations is vested exclusively in the Employer. All the functions, rights, power and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

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

6.02 **Emergency Services**

(a) Notwithstanding an employee's right to strike, the Union agrees that during a legal strike, a sufficient number of bargaining unit employees will be provided to assist the Employer where there are insufficient numbers of excluded persons to provide emergency treatment or care of any resident, if, in the opinion of the majority of the Emergency Services Evaluation Committee, a resident's life would be endangered.

(b) The Emergency Services Evaluation Committee shall consist of equal representation from the Employer and the Union.

ARTICLE 7 – CHECKOFF

7.01 **Deduction of Union Dues and Assessments**

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues and assessments uniformly required to be paid by all members of the Union from the bi-weekly pay of all employees in the bargaining unit.

7.02 **Notification of Deduction**

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 7.01.

7.03 **Religious Exclusions**

Deductions for membership dues and assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided they make a contribution equal to said union dues and assessments to some recognized charitable cause.

7.04 **Remittance of Union Dues and Assessments**

(a) The amounts deducted in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

(b) The required particulars identifying each employee will include the following information:

(i) Status (permanent full-time, part-time, temporary);

(ii) Leaves (maternity, parental, sick, Workers' Compensation, long term disability, etc.);

(iii) Appointments (including name, classification, start date, end date (where applicable), and status);

(iv) Terminations (resignations, retirements, etc.).

7.05 **Liability**

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 8 - UNION REPRESENTATION*

8.01 **Recognition**

The Employer acknowledges the right of the Union to appoint employees as Stewards.

8.02 **Notification**

The Union agrees to provide the Employer with a list of employees designated as Stewards in the bargaining unit.

8.03* **Servicing of Grievances**

It is understood that the Officers, Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Stewards will not leave their jobs without giving an explanation for leaving and obtaining the Employer's or the Employer's designate's permission. Permission will not be unreasonably withheld so long as operational requirements permit. The Steward shall report back to the Employer or designate before resuming the normal duties of **their** position.

8.04 The Union shall not be prevented by the Employer from having the assistance of a representative from the Nova Scotia Government and General Employees Union when meeting with the Employer as required in the grievance procedure and collective bargaining. The NSGEU representative may have access to the Employer's premises with prior approval of the Employer. The Union may have the assistance of a representative from outside the Union in all matters relating to the relations between the Union and the Employer.

8.05 The Employer shall be provided with a list, in writing, of all Union officers and their terms of office and shall be immediately advised of any changes to that list.

8.06 A Union steward shall be given an opportunity to meet with new employees for thirty (30) minutes during the first week of orientation of new staff to the facility for the purpose of acquainting them with the benefits and duties of union membership.

ARTICLE 9 – APPOINTMENT & PROBATIONARY PERIOD*

9.01* (a) A newly hired employee **will** be appointed to **their** position on a probationary basis for a period not to exceed seven hundred twenty (720) hours worked. During the probationary period and in no case less than four hundred forty (440) hours worked after commencement of employment, the Employer will provide a newly hired employee with feedback on the employee's performance.

(b) Upon completion of the probationary period the Employer shall provide the employee with a letter confirming the appointment on a permanent basis.

9.02 **Termination of Probationary Appointment**

(a) The Employer may terminate a probationary appointment at any time.

(b) The Employer shall notify the Union when a probationary employee is terminated.

9.03 **Notification to the Union**

The Employer shall advise the Union of the appointment, termination, or change of status of each employee in the bargaining unit in accordance with Article 7.04 (b).

ARTICLE 10 - TIME OFF FOR UNION BUSINESS*

10.01 **Leave Without Pay**

Any member of the bargaining unit may be granted leave without pay to attend to legitimate union business such as meetings of NSGEU Board of Directors; bargaining Unit Negotiating Committee meetings; delegates to Union affiliated bodies including the National Union of Public and General Employees (NUPGE); the Canadian Labour Congress (CLC); Nova Scotia Federation of Labour (NSFL) and attendance at Union Education Programs.

This shall be granted provided the Employer can replace the employee at no additional cost and the employee giving the Employer at least seven (7) calendar days' notice.

10.02 **Notification to Employer**

The Union shall notify the Employer of the names of Mountain Lea Lodge employees, including the department wherein the employee is employed, who are members of the Board of Directors, the Union Executive and Bargaining Unit Negotiating Committee.

10.03* The Employer will continue the salary of an employee who is **granted time off for union business** in accordance with Article 10.01 or Article 10.04 and will bill the Union for the employee's salary and for the Employer's share of benefit costs.

10.04 **Annual Meeting Collective Bargaining Workshop**

(a) Where operational requirements permit and on reasonable notice as provided in Article 10.04(b), the Employer shall grant leave without pay for a period not exceeding two (2) working days, and leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required, to employees who are elected or appointed as registered delegates to attend the Annual Meeting or the Collective Bargaining Workshop of the Union. Such permission shall not be unreasonably withheld. The Employer shall only grant such leave for either the Annual Meeting or the Collective Bargaining Workshop in any one year. However, upon three (3) months advance written request, and if operational requirements permit, the Employer may grant leave as provided herein for both the Annual Meeting and the Collective Bargaining Workshop in the same year if neither were held in the previous year.

(b) The Union shall notify the Employer in writing of the names, including the department wherein the employee is employed, of the registered delegates attending the Annual Meeting or the Collective Bargaining Workshop of the Union at least three (3) weeks in advance.

10.05 **Contract Negotiations**

Up to three (3) representatives designated by the Union shall not suffer loss of regular pay on days while involved in direct negotiations of a Collective Agreement between the Employer and the Union.

10.06 **Grievance Meetings**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to an employee who has a grievance for the purpose of attending grievance meetings with the Employer.

10.07 **No Loss of Seniority**

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate seniority for the duration of their leave, and their seniority shall be deemed to be continuous. Service shall not accrue or accumulate during such leave but all service credits and benefits accrued to the date the leave starts will be banked for use upon their return.

10.08 **Executive Position Leave**

Where the Union has determined the requirement for a full-time 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, subject to operational requirements, in accordance with the following provisions:

(a) An employee who declares their intention to offer any of the listed positions shall notify the Employer as soon as possible after declaring.

(b) An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months. Only one employee may be an Executive Position Leave at any one time.

(c) All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.

(d) The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion of all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.

(e) Upon expiration of their term of office, 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 11 – INFORMATION*

11.01* (a) The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be shared equally between the Employer and the Union.

(b) **During the orientation of newly hired Employees the Employer will normally provide thirty (30) minutes without loss of pay for a member of the local to speak with newly hired employees.**

11.02 **Letter of Appointment**

An employee, upon hiring or change of status, shall be provided with a statement of their classification and employment status, including designation as to their

percentage of full-time hours, and pay scale applicable to their position. A copy of this statement shall be sent to the Union at the same time as it is sent to the employee.

11.03 **Bargaining Unit Information**

The Employer agrees to provide the Union such information relating to employees in the bargaining unit as may reasonably be required by the Union for the purpose of collective bargaining. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the Union's release of such information to any third (3rd) party or entity.

ARTICLE 12 - GRIEVANCE PROCEDURE*

12.01 **Disputes**

(a) An employee(s) who feels that they have been treated unjustly or aggrieved by any action or lack of action by the Employer shall first discuss the matter with the immediate supervisor no later than ten (10) working days after the date on which the employee became aware of the action or circumstance. The employee(s) may have a Steward present if so desired.

(b) The supervisor shall answer the dispute within ten (10) working days of the discussions unless the Union agrees to extend this time limit. If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor, and the dispute is a grievance within the meaning hereunder, the employee(s) may within fifteen (15) working days of having received the supervisor's answer, present the grievance in writing to the supervisor at Step 1 of the grievance procedure.

12.02 **Grievances**

A grievance shall be a difference of interpretation of this Agreement or alleged violation of the provisions of this Agreement. An employee is not entitled to present a grievance unless with the approval in writing of the Union or the employee is represented by the Union.

12.03 (a) In each of the steps of the following grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be

waived by mutual agreement. In any case where a grievance is presented to the Employer or in meetings arranged by the Employer on each step of the grievance procedure, a representative of the Union shall be present.

(b) **Grievance Procedure**

The following grievance procedure shall apply:

Step 1

An employee with a grievance shall present the grievance in writing to the Step I designate within fifteen (15) working days of the events giving rise to the grievance.

Step 2

Failing satisfactory settlement, within fifteen (15) working days from the expiration of the fifteen (15) working day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to the Step II designate at Step 2 of the grievance procedure.

Step 3

Failing satisfactory settlement, within fifteen (15) working days from the expiration of the fifteen (15) working day period referred to in Step 2, the grievance may be submitted in writing to the CEO/Administrator accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The CEO/Administrator shall reply to the grievance in writing within fifteen (15) working days from the date the grievance was submitted to Step 3.

The Employer shall notify the Union's employee relations officer and the president of the union local of those designated for the purposes of this Article.

12.04 **Union Referral to Arbitration**

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may refer the grievance to arbitration under Article 13.

12.05 **Amending of Time Limits**

The time limits set out in the grievance procedure or under Article 13 may be extended by mutual consent of the parties to this Agreement.

12.06 **Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be filed at Step 3 of the grievance procedure and resolved pursuant to Article 12. This section shall not apply in cases of individual grievances.

12.07* The Employer may institute a grievance by delivering the same in writing to the Union and the President 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 gives **their** answer, give notice to the President of the Union of its intention to refer the dispute to arbitration.

ARTICLE 13 – ARBITRATION

13.01 **Notification**

Either of the parties may, after exhausting the grievance procedure in Article 11, notify the other party at the earliest possible date but in any case no later than sixty (60) working days after the receipt of the reply at Step 3 from the date such reply is due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

13.02 **Referral to Arbitration**

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

13.03 **Single Arbitrator**

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within five (5) days of notice of arbitration in accordance with Article 13.01, either party may request

the appointment be made by the Minister of Labour and Advanced Education for Nova Scotia.

13.04 **Arbitration Board**

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 13.01. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, either party may request the Minister of Labour and Advanced Education for Nova Scotia appoint the chair.

13.05 **Arbitration Procedure**

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

13.06 **Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Step 1 of the grievance procedure in Article 12 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

13.07 **Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

13.08 **Arbitration Expenses**

To the extent that such fees and expenses are not covered by the Department of Labour and Advanced Education, each party shall pay the fees and expenses of its appointed member and one-half of the fees and expenses of the chair or single arbitrator.

ARTICLE 14 - DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 **Just Cause**

An employee who has completed the probationary period may be disciplined or discharged, but only for just cause.

14.02 **Notification**

(a) Where an employee is placed on administrative leave with pay, suspended without pay or discharged, the Employer shall, within ten (10) days of the leave, suspension or discharge notify the employee and the Union in writing stating the reason for the leave, suspension or discharge.

(b) Where an employee is suspended without pay or discharged and a grievance is to be filed, the affected employee or the union shall file the grievance at Step 3 of the grievance procedure.

14.03 The Employer will advise an employee that they have the right to Union representation where an employee is required to attend a meeting with the Employer for the purpose of discipline.

14.04 Disciplinary Record

An employee who has been subject to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the twenty-four (24) month period, of which the employee is aware. The Employer shall confirm in writing to the employee that such action has been completed.

ARTICLE 15 - JOB POSTING

15.01 **Job Posting**

(a) Where the Employer determines that a vacancy exists and is to be filled within the bargaining unit, a notice shall be posted for a period of ten (10) days.

The Employer may advertise for candidates outside the bargaining unit for positions within the bargaining unit; however, the Employer shall not fill any bargaining unit position until it is satisfied that no candidate from

within the bargaining unit meets the stated qualifications, skills, and abilities. The Employer recognizes the principle of promotion within the service of the Employer and that job opportunity should normally increase in proportion to length of service.

(b) (i) The Employer will select the best candidate with the stated qualifications, skills and abilities provided the qualifications, skills and abilities bear a reasonable relationship to the position and its duties. In the event that two or more applicants are of equal merit, seniority will prevail.

(ii) Notwithstanding (b)(i) above, the Employer may award the position to the most senior applicant without conducting an interview.

(c) The successful Employee, if from the bargaining unit, shall be placed on a trial period of four hundred and ninety-five (495) hours worked. In the event the successful Employee proves unsatisfactory in the position during the aforementioned period, at the discretion of the Employer, such Employee shall be informed in writing of the reasons by the supervisor, and shall be returned to that Employee's former position without loss of seniority, benefits or previous salary or the trial period may be extended.

During the trial period, the Employee shall retain the option of returning to the Employee's former position with the same procedure being followed as outlined above. Any other Employee promoted or transferred in relation to the above assignment shall also be returned to that Employee's former position with the same procedure being followed as outlined above.

(d) Notwithstanding 15.01 (a), if there are no applicants for posted vacancies, the Employer may fill such vacancies by increasing the designation of qualified part-time employees in increments equivalent to the posted vacancy.

(e) The notice posted shall indicate:

(i) classification and work area;

(ii) whether the appointment is full time or part time, and any applicable part time designation.

(f) Where the job posting relates to a rotating shift, the notice posted shall indicate whether the Employer anticipates day, evening and/or night shifts will be included in the regular rotation. The parties recognize that it is the Employer's right to schedule Employees and that a posting which

indicates the anticipated shifts is for information only and that the shift or rotation is subject to change.

15.02 **Appointments**

Appointments from within the bargaining unit shall normally be made within four (4) weeks of posting. The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.

ARTICLE 16 – HOURS OF WORK

16.01 **Hours of Work**

(a) The regular hours of work for a full-time employee shall consist of a minimum of eighty (80) hours in every bi-weekly pay period. The parties recognize that there may be departments which may have a regular work week for full time employees consisting of shifts in excess of eight (8) hours each. The regular hours of work for such employees shall consist of an average of eighty (80) hours in every bi-weekly pay period. Those regular shifts shall not exceed twelve (12) hours duration.

(b) The regular hours of work for a Part-time employee shall be as indicated in the Part-time employee's appointment letter expressed as a percentage of full-time equivalent ("FTE Status') in every bi-weekly pay period. The parties recognize that there may be departments which may have a regular work week for part-time employees consisting of shifts both less than eight (8) hours each and in excess of eight (8) hours each. The regular hours of work for such employees shall consist of an average of their FTE Status in every bi-weekly pay.

16.02 Each eight (8) hour shift shall include a paid one half hour (1/2) meal break and two fifteen (15) paid minute rest periods. Each four (4) hour shift shall include one fifteen (15) minute paid rest period. For employees working 12 hour shifts, the shift shall include two (2) one-half (1/2) hour designated meal breaks and two (2) fifteen (15) minute rest breaks.

16.03 **Days Off**

During the two (2) week period all bargaining unit members shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off, unless the employee agrees otherwise.

16.04 **Consecutive Shifts**

The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than six (6) consecutive days, six (6) consecutive evening shifts or six (6) consecutive night shifts in a two (2) week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to the Employer in variance to the foregoing.

16.05 **Posting of Shift Schedules**

(a) A schedule of hours to be worked shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks. Before schedules are drawn up, an employee requiring specific days off shall submit in writing a request for such days off. The employee's preference shall be granted wherever possible.

(b) The Employer shall make every reasonable effort not to change shifts after posting. If the Employer changes the shift schedule within twenty-four (24) hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform employees of the shift changes made to the posted schedules.

(c) Overtime rates and the twenty-four (24) hour notice period provision provided for in Article 16.05(b) shall not apply when the employee requests a double shift, an additional shift which would result in the employee working more than the full-time biweekly hours of work described in Article 16.01 or an additional shift without sixteen (16) hours rest.

(d) The Employer shall provide a minimum of four (4) weeks notice when changing the shift rotation of an employee, unless mutually agreed between the Employer and the employee.

16.06 **Exchange of Shifts**

Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts, where operational requirements permit, and there is no increase in cost to the Employer.

Where two (2) 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 (2) parties that the arrangement shall cease. Such notice shall be given at least two (2) weeks prior to the posting of the next schedule.

Seniority shall not apply to give employees priority with respect to exchange of shifts under this Article 16.06.

16.07 **Weekends Off**

(a) The Employer shall grant full-time employees every other weekend off unless otherwise mutually agreed between the full time employee and the Employer. Employees shall be called in order of seniority. An employee called in to work under this provision shall be entitled to the applicable overtime rate.

(b) (i) The Employer shall grant part-time employees one (1) weekend off in three (3).

(ii) The Employer shall endeavour to give part-time employees every other weekend off where operational requirements permit.

For the purposes of this article, "weekend" means a forty-eight (48) consecutive hour period from Saturday morning through Monday morning, spanning the employee's normal shift times.

16.08 There shall be sixteen (16) hours between eight (8) hour shifts and twelve (12) hours between regularly scheduled twelve (12) hour shifts unless mutually agreed upon by the employee and the Employer to be otherwise.

16.09 **Shift Arrangements**

(a) Shift arrangements in effect as of August 26, 2008 shall remain in effect as long as operational requirements permit or the parties mutually agree otherwise.

(b) In the event the Employer wishes to change the shift arrangements mentioned in Article 16.09 (a), the Employer will advise the Union and receive suggestions with the view to minimizing any adverse effects that a change to those shift arrangements may have on such employees.

16.10 **End of Shift**

When an employee is required by the Employer to work in excess of twenty (20) minutes at the end of a shift, the employee will receive overtime rates for any period in excess of the twenty (20) minutes and it shall be rounded to the next quarter (.25) hour.

16.11 Employees who report for work as scheduled by the Employer or designate shall be guaranteed work for that shift.

ARTICLE 17 – OVERTIME*

17.01 (a) Except as otherwise provided in this Agreement, where the Employer requires an employee to work in excess of eight (8) hours per day or eighty (80) hours bi-weekly the employee will be compensated at the rate of one and one half (1½) times the employee's regular rate of pay. For employees who work regular shifts in excess of eight (8) hours, overtime means authorized work in excess of the regular shift length or authorized work in excess of 80 hours bi-weekly, averaged over the shift rotation.

(b) Employees shall notify the Employer in writing of their willingness and availability to be assigned hours of overtime. Prior to assigning overtime to other employees, the Employer may, with mutual agreement between the employee and the Employer, assign additional overtime hours to those employees who have indicated their willingness and availability to accept scheduled overtime. The Employer shall make every reasonable effort to allocated overtime work in a fair and equitable basis among readily available and qualified employees.

(c) The Union is entitled to consult the Employer or its designate whenever it is alleged that employees are required to work unreasonable amounts of overtime.

(d) The Employer is not obligated to offer additional shifts to any employee who becomes eligible for overtime compensation.

17.02* **Form of Compensation**

Overtime shall be paid out in the bi-weekly pay period in which it is earned. Employees may request that overtime be taken as time off in lieu, such requests must be made in accordance with the Employer's process, will be subject to operational requirements and must be taken within the current

or subsequent pay period. If such time off cannot be granted the overtime shall be paid out to the employee.

17.03 Except as provided in Article 16.10, in computing overtime a period of thirty (30) minutes or less shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

17.04 If an employee is required to work a double shift, the Employer shall provide a meal to the employee.

17.05 An employee who is called out to work outside their regularly scheduled hours of work in unusual or emergency circumstances shall receive a minimum of four (4) hours at the employee's straight time rate or overtime rate, whichever is greater. This provision does not apply to mandatory pre-scheduled education or training courses provided in-house by the Employer. Time spent in those education or training courses shall be compensated at the regular straight time hourly rate or the overtime rate, whichever is applicable.

ARTICLE 18 – HOLIDAYS

18.01 (a) The Holidays designated for employees shall be:

(i) New Year's Day
(ii) Good Friday
(iii) Easter Sunday
(iv) Victoria Day
(v) July 1st
(vi) First Monday in August
(vii) Labour Day
(viii) Thanksgiving Day
(ix) Remembrance Day
(x) Christmas Day
(xi) Boxing Day
(xii) Heritage Day
(xiii) National Day for Truth and Reconciliation
(xiv) Any other day or part of the day declared by the Government of Canada or the province of Nova Scotia to a general holiday.

(b) For the purpose of determining whether a shift falls on a holiday, the shift commencing at 11:00 p.m. prior to the holiday and ending at 7:00 a.m. on the designated holiday shall be considered to be the first shift of the holiday.

(c) Employees scheduled to work Christmas Day and/or New Years Day shall be paid at two (2) times their regular rate for the hours worked.

(d) **Part time Employees**

In lieu of the above-noted holidays, regular part-time employees are entitled to eight (8) hours banked holiday credits for every one hundred eighty-nine (189) hours paid by the Employer. Effective February 1, 2015 the accrual rate shall be eight (8) hours banked holiday credits for every one hundred sixty (160) hours paid by the Employer. Subject to Article 18.01 (c), if a part-time employee works on any of the recognized holidays, the employee shall be compensated at the rate of time and one-half (1.5x) the employee's regular hourly rate of pay for the hours worked on the holiday.

18.02 **Holiday Falling on a Vacation Day or a Day of Rest**

When a day designated as a holiday coincides with a Full-time employee's day of rest, the Employer shall grant the holiday with pay on another day mutually agreed between the Employer and the employee. When a holiday falls within a Full-time employee's vacation period, the employee will be deemed to have had the holiday off and a vacation credit will not be debited for that day.

18.03 **Work on a Holiday**

For full-time employees required to work on any of the foregoing recognized holidays, the Employee shall be compensated at the rate of time and one-half (1.5 x) the employee's regular hourly rate for hours worked on the holiday and the Employee shall receive either of the following, as may be mutually agreed:

(a) a maximum of eight (8) paid hours in lieu of the holiday to be taken by March 31st at a time mutually agreed by the Employer and the employee, or

(b) a maximum of eight (8) hours pay in lieu of the holiday at the Employee's regular hourly rate of pay which , if not taken, shall be paid out by March 31st of each year .

All Employees

18.04 **Christmas or New Year's Day Off**

Each employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday. The Employer shall make

every reasonable effort to schedule an employee in such a manner that they do not work the same holiday (Christmas Day or New Year's Day) worked in the previous year, unless mutually agreed otherwise.

ARTICLE 19 – VACATIONS*

Vacation Accrual

19.01 (a)* Vacation credits shall accumulate to the Employee on the following basis:

(i)* Effective the date of hire into a bargaining unit position, vacation shall accumulate at the rate of ten (10) hours of vacation credits for each two hundred and forty (240) regular hours paid.

(ii)* Effective on the commencement of the second (2nd) year of service, vacation shall accumulate at the rate of ten (10) hours of vacation credits for each one hundred and seventy three (173) regular hours paid.

(iii) Effective the commencement of the fifth (5^{th}) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 130 regular hours paid.

(iv) Effective the commencement of the sixteenth (16^{th}) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 124 regular hours paid.

(v) Effective the commencement of the seventeenth (17^{th}) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 118 regular hours paid.

(vi) Effective the commencement of the eighteenth (18^{th}) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 113 regular hours paid.

(vii) Effective the commencement of the nineteenth (19^{th}) year of service, vacation credits shall accumulate at the rate of 10 (ten) hours of vacation credits for each 108 regular hours paid.

(viii) Effective on the commencement of the twentieth (20th) year of service, vacation shall accumulate at the rate of ten (10) hours of vacation credits for each 104 regular hours paid.

(ix) **Effective on the commencement of the twenty fifth (25th) year of service, vacation shall accumulate at the rate of ten (10) hours of vacation credits for each 86 regular hours paid to a maximum of two hundred and forty (240) hours annually.**

(b) (i) The vacation year is from April 1 through March 31. Vacation must be taken in the year in which it became owing to the employee and shall not be carried over from one year to another except as provided in Article 19.04. Any vacation not taken by March 31st shall be paid out by the Employer not later than April 30 of the same year.

(ii) Employees who have completed their probationary period may debit their vacation banks during the year up to their maximum entitlement prior to earning it.

(iii) Employees, upon their separation from the Employer, shall be compensated for earned vacation leave which they have not taken.

(iv) Employees, upon their separation from the employer, shall compensate the Employer for vacation which was taken but was not yet earned. 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.

(c) **Summer Vacation Period – June 15 to September 15**

Employees requesting leave during the Summer Vacation Period must submit a written request not later than April 15. The request shall include the employee's first and alternate choices. The Employer shall post a vacation roster setting out the approved vacation periods not later than May 15. No employee shall be granted more than two (2) blocks of vacation until all staff have had the opportunity to choose two (2) blocks of vacation time during the Summer Vacation Period. A block shall be defined as a seven (7) consecutive calendar day period. The maximum vacation allowed in two (2) blocks is ten (10) shifts.

(d) **September 15 – December 31**

Except as provided herein, employees requesting leave during the period of September 15 to December 31 must submit a written request not later than July 15. The Employer must post a vacation roster setting out the approved vacation periods not later than August 15.

(e) January 1 – June 15

Employees requesting leave during the period of January 1 to June 15 must submit a written request not later than November 15. The Employer shall post a vacation roster setting out the approved vacation periods not later than December 15.

(f)* Consideration shall be given to the Employee's seniority and their preference for vacation but operational requirements shall be the governing factor for requests made in accordance with the above deadlines.

Prime Vacation Time Restriction

Employees may exercise their seniority rights for a maximum of two (2) weeks during the summer vacation period or between December 15th through January 5th where there is a conflict in vacation requests. Where the Employer cannot grant a vacation request unless the employee uses his or her seniority, the Employer shall make the employee aware of this.

Approved vacation requests will not be revoked to accommodate subsequent conflicting requests from more senior employees.

(g)* Vacation requests received outside of the above deadlines shall be granted on a first come, first served basis, subject to operational requirements, and provided such requests are submitted at least two (2) weeks in advance of the schedule being posted. Where the employee has provided such notice, the Employer shall respond to the request within two (2) weeks of the date the request was submitted. The Employer will make best efforts to respond to requests made upon shorter notice.

(h)* The parties recognize that due to the scheduling of holidays and other operational requirements, it is more difficult for the Employer to grant vacation time between December 15 and January 5.

19.02* Approved vacation requests will not be revoked to accommodate subsequent conflicting requests from more senior employees.

19.03* Regular part-time employees shall receive paid vacation on a proportionate basis to time paid.

19.04 Where an employee has not had their vacation request approved and cannot otherwise take their vacation in the year owing, the employee may carry over up to forty (40) hours to the following year. Any vacation owing greater than forty (40) hours shall be paid out by the Employer no later than April 30 in the same year.

19.05 If the Employer unilaterally cancels an employee's vacation, which it had previously approved, the Employee shall be compensated at one and one half (1.5) times their regular rate of pay for time worked during the period of recall from vacation. If such cancellation results in that employee forfeiting a deposit on their vacation package, the Employer will reimburse the employee for the lost deposit, providing the employee can show proof of such loss and that they have done everything reasonably possible to eliminate or reduce that loss. In addition, the employee must advise the Employer that a potential claim exists at the time the Employer proposes to change the vacation period.

ARTICLE 20 – LEAVES*

20.01 (a) Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred and seventy three (173) hours worked, effective the first day of employment. The maximum amount of accumulation shall be nine hundred and sixty (960) hours.

(b) Sick leave is an indemnity benefit and not an acquired right. An employee is entitled to receive sick leave with pay when the employee is unable to perform their duties and provided proper medical certificates are presented to the Employer, upon request. 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 provided the employee has sufficient sick leave credits.

(c) The Employer reserves the right to require any employee claiming paid sick leave to produce evidence of illness satisfactory to the Employer. For the purpose of this provision, the Employer may require the employee be examined by a medical practitioner of the Employer's choice.

(d) In all cases of illness or injury, an employee must notify their supervisor as soon as possible but at least one (1) hour before the commencement of duty on day shift and at least three (3) hours before commencement of duty on evening and night shifts.

(e) The Employer shall, each pay period, make available to each employee a statement showing their sick leave credits.

20.02 Alcohol, Drug and Gambling 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, drug dependency or gambling dependancy, to undergo a coordinated program directed to the objective of their rehabilitation.

20.03 Confidentiality of Health Information

(a) An employee shall not be required to provide their supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to the CEO/Administrator, Director of Resident Care (Occupational Health Nurse), or Assistant Director of Resident Care, as directed, by the Employer. In the case of reportable illnesses the Professional Practice and Infection Control Nurse may receive relevant details. The Employer shall only release such information to the employee's supervisor that is required for timely and safe work scheduling, such as the duration or expected duration of the illness, the employee's fitness to return to work and any limitations associated with the employee's fitness to work.

(b) The Employer shall store employee health information separately and restrict access thereto to those who are directly involved in administering that information.

20.04 Injury on Duty

(a) Reporting of Injuries

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 in such manner or on such form as the Employer may from time to time prescribe.

(b) Where an employee is compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement equal to the difference between the earnings replacement benefit received by the employee from the Workers' Compensation Board and the employee's net pre-accident regular bi-weekly pay. It is the intent of the parties that in no circumstances shall the employee receive an increase in income as a result of this Article. When this supplement is being paid, the Employer shall deduct from the employee's sick leave credits an equivalent number

of sick leave hours as were paid in the supplement. When an employee's sick leave credits are exhausted, the employee shall be paid only the Workers' Compensation Benefits Allowance.

(c) **Record of Injury**

The Employer shall maintain a record of reported injuries on duty in the employee's personnel file.

(d) Provided the employee meets the criteria for sick leave, where an employee applies for benefits from the Workers' Compensation Board and there is a delay in making a determination on the claim, the employee shall be paid sick leave benefits, provided such benefits are available, until benefits are paid by the Board.

20.05 **Jury Duty**

(a) An employee subpoenaed for matters relating to their employment with Mountain Lea Lodge or for jury duty, shall be granted leave of absence without loss of regular pay.

(b) An employee given leave of absence without loss of regular pay to serve pursuant to the above article, shall have deducted from their salary an amount equal to the amount that the employee received for such duty.

20.06 **Leave of Absence Without Pay**

The Employer, may, subject to operational requirements, grant an employee with a minimum of two (2) years of service a leave of absence without pay for personal reasons. Such request shall include the reason for the leave and the date of commencement and the proposed date of return from such leave.

20.07* **Preventative Medical/Dental and Family Illness Leave**

(1) Regular full-time employees shall be allowed a leave of absence up to a maximum of forty (40) hours per annum to be debited against sick leave in the following situations:

(a) to attend to the illness of an employee's spouse, common-law spouse or same-sex partner previously identified to the Employer, child or parent and when no one other than the employee can provide for the needs of the ill person. The purpose of this leave shall be to permit the employee to make such arrangements as are necessary to enable the employee to return to work.

(b) the employee requests leave in order to engage in personal preventative medical or dental care and such appointments cannot be made outside the employee's scheduled shifts.

Part-time employees shall be granted leave under (a) and (b) above prorated at one (1) hour for every fifty-two (52) hours paid to a maximum of forty (40) hours.

(2) The employee shall give as much notice of the requirement for leave pursuant to this Article as possible.

(3) The employee's immediate supervisor may require proof of the need for such leave as they consider necessary.

20.08* **Bereavement Leave**

(a) If a death occurs in the immediate family of an employee that is, parent (step-parent), child (stepchild), grandparent or grandchild (step grandchild), sibling (step sibling), spouse (common law), ward who resides with the employee or resided with the employee during the ward's minority, a father-in-law, mother-in-law, when the employee is at work, or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's tour of duty for that day.

(b) Should a death occur in the employee's immediate family, the employee shall be granted five (5) consecutive days leave of absence effective midnight following the death and shall be paid for shifts the employee would normally be scheduled to work during these five (5) days leave if the death had not occurred.

The employee may request to utilize vacation or stat time, in addition to the 5 consecutive days leave of absence. Approval will be based on operational requirements

(c) An employee may be granted two (2) **consecutive** days bereavement leave **effective midnight following the death** of a son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt or uncle, niece, nephew, grandparent of spouse, or a relative or friend permanently residing in the employee's household. **The employee shall be paid for shifts the employee would normally be scheduled for during the two (2) days leave if the death had not occurred**.

(d) An employee granted leave under (b) or (c) above may defer one (1) day of leave until the day of the funeral or official memorial service where such event is delayed. The Employer may request proof of same. Such deferral shall not extend beyond nine (9) months from the date of death.

(e) An employee on vacation with pay shall be eligible for bereavement leave with pay.

(f) Subject to subparagraph (e), an employee on leave of absence, sick leave, or otherwise not considered to be at work shall not be eligible for bereavement leave with pay.

20.09 **Pregnancy & Parental Leave/Adoption Leave**

(a) The Employer will provide unpaid pregnancy, parental and/or adoption leave in accordance with the *Labour Standards Code* of Nova Scotia.

(b) Notwithstanding Article 20.09(a) (and Section 59F of the *Labour Standards Code*), while an employee is on unpaid pregnancy, parental and/or adoption leave under this Article, the Employer shall grant to the employee the option of continuing their participation in the Group Benefit Program. The employee shall notify the Employer in writing of their decision to exercise this option at least ten (10) calendar days prior to the first day of the month in which they commence their leave.

(c) Where the employee opts to maintain their participation in the Group Benefit Program, the employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage during the period of leave.

(d)* **Pregnancy/Birth Allowance**

(i) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that applied for, and are eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).

(ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:

(1) Where the Employee is subject to a waiting period of one (1) week before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of their weekly rate of pay for the

one (1) week waiting period, less any other earnings received by the Employee during the benefit period;

(2) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E. I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

(iii)* For the purpose of this allowance, an Employee's weekly rate of pay will be one-half (½) the bi-weekly rate of pay to which the Employee is entitled for their classification on the date immediately preceding the commencement of their pregnancy leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.

(iv) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.

(v) The Employer will not reimburse the Employee for any amount they are required to remit to Human Resources Development Canada, where their annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

(e) **Parental and Adoption Leave Allowance**

(i) An Employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.

(ii) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:

(1) Where the Employee is subject to a waiting period of one (1) week before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay the one (1) week waiting period, less any other earnings received by the Employee during the benefit period;

(2) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E. I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

(iii) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for their classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.

(iv) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.

(v) The Employer will not reimburse the Employee for any amount they are required to remit to Human Resources Development Canada where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

20.10 **Compassionate Care Leave**

Employees shall be entitled to compassionate care leave in accordance with the *Labour Standards Code* (Nova Scotia).

20.11* **Domestic Violence Leave**

(a) Where an Employee has been employed by the Employer for a period of at least three (3) consecutive months, and the Employee or a dependent

child of the Employee experiences domestic violence, the Employee is entitled to a leave of absence, in accordance with the Labour Standards Code.

(b) For clarity, as of the time of signing, the Labour Standards Code provides:

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

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

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

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

ARTICLE 21 - HEALTH & SAFETY

21.01 **Occupational Health and Safety Act**

The Employer, the Union and the employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996,c

21.02 **Workload**

An employee who believes that they cannot adequately and safely care for residents because of the employee's workload, may, in a timely manner after the alleged situation arises, file a report which shall be submitted to and discussed with the Director of Resident Care. Subject to Article 23, this report may also be discussed by the Labour-Management Consultation Committee.

ARTICLE 22 - NEW JOB CLASSIFICATIONS

22.01 The rate of pay for any position in the bargaining unit not covered by Appendix "A" which may be established during the life of this Agreement, shall be subject to discussions between the Employer and the Union.

ARTICLE 23 – LABOUR-MANAGEMENT CONSULTATION

23.01 **Labour-Management Consultation Committee**

The parties agree to continue with the Labour-Management Consultation Committee presently in effect. The parties acknowledge the mutual benefits to be derived from joint consultation, and subject to Article 23.03, are prepared to enter discussion on matters of common interest and mutual concern.

23.02 The Committee shall meet at the request of either party.

23.03 Topics for discussion may be agreed upon by the Committee and the agenda shall be drafted one (1) week prior to the meeting whenever possible.

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

23.04 **Joint Consultation**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are meeting with management in joint consultation as prescribed by this Article.

ARTICLE 24 - SENIORITY, LAY OFF & RECALL*

24.01 **Seniority**

(a) "Seniority" shall be defined in accordance with the following:

(1) Seniority of bargaining unit employees in the bargaining unit as of December 16, 1998 is defined as their length of continuous employment since their last date of hire by Mountain Lea Lodge.

(2) All employees in the bargaining unit after December 16, 1998 shall accumulate seniority for continuous employment in the bargaining unit at Mountain Lea Lodge represented by the Union.

(b) Posting of Seniority Lists:

(1) Within sixty (60) days following the signing of this Agreement, and annually thereafter on November 30, the Employer shall post a list setting out each employee's seniority date. Each employee shall have thirty (30) days from the date the list is posted to challenge their seniority date in writing. The Employer shall reply to the employee's written objection within thirty (30) days of receipt of the written objection. If no written objection is received by the Employer within thirty (30) days from the date the list is posted, the seniority lists shall be deemed to be correct and accurate in all respects until the new lists are posted in the following year and the Employer's reliance on the seniority lists shall not be the subject of a grievance.

(2)* An employee who is absent from work for any part of the thirty (30) day posting period shall have thirty (30) days from the date of their return to work to object in writing to their seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the employee's return to work, the posted seniority date for the employee will be considered to be the employee's seniority date for all purposes and the Employer's reliance on the seniority lists shall not be the subject of a grievance.

24.02 Seniority shall operate on a bargaining unit wide basis.

24.03 An employee shall lose seniority rights and their employment shall terminate in the event that the employee:

(a) In the case of resignations, on the effective date of the resignation, provided the resignation has not been revoked within twenty-four (24) hours of being served on the Employer;

(b) is discharged for just cause and not reinstated;

(c) is laid off for a period of more than twelve (12) months;

(d) is absent from work for more than one (1) scheduled work day without securing leave of absence from the Employer, unless the employee can satisfy the Employer that such notification was not possible;

(e) fails to return to work within seventy-two (72) hours after recall notice is given personally or by registered mail to their last address on file with the Employer.

(f) fails to return to work following an approved leave of absence on the day set out when the leave was granted; or

(g) In the case of retirement for any reason, on the date of retirement.

24.04 **Notice to Union**

Where employee/s are to be laid off, the Employer will advise the Union as soon as it determines that the lay-offs appear probable in an effort to elicit the Union's advice on suggestions to minimize the adverse effects and impact on the bargaining unit.

24.05 **Introduction of Changes**

The Employer agrees that it will endeavor to introduce changes in a manner which, as much as it is practicable, will minimize the disruptive effects on employees.

(a) An employee may be laid off because of shortage of work, shortage of funds, or because of an elimination of a position.

(b) In the event of lay offs, employees shall be laid off in reverse order of seniority and recalled in order of seniority within the bargaining unit.

24.07 **Notice of Layoff**

Thirty (30) working days written notice of lay off shall be given (and copied to the Union) except lay offs as a result of labour disputes or emergencies beyond the control of the Employer at which time as much notice as possible will be given.

24.08 **Recall**

An employee shall be recalled by personally delivered letter or registered mail and the employee shall respond as quickly as possible. Recall notices sent by registered mail shall be deemed received by the employee on the third working day after being posted. Recall notices sent by personal delivery shall be deemed received by the employee within forty-eight (48) hours of the day the letter was signed for. The employee shall have seventy-two (72) hours from receipt of the letter to accept recall.

Notwithstanding the above, the Employer may contact the employee by telephone and the employee may accept recall by phone. In such cases the Employer shall confirm the recall arrangements in writing in accordance with the process outlined above, except that the employee shall be deemed to have accepted the recall.

The employee is responsible for having their current telephone number and address on record with the Employer.

24.09 **No New Employees**

No person outside the bargaining unit shall be employed in a bargaining unit position until all qualified laid off employees have been given the opportunity for recall.

24.10 **Termination of Recall Rights**

Recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

24.11 **No Contracting Out**

No Employee shall be laid off from employment or have their hours of work as set out in Article 16.01, reduced as a result of the Employer contracting out work. This provision does not apply during emergency situations.

ARTICLE 25 - GENERAL CONSIDERATIONS

25.01 **Bulletin Boards**

The Employer shall provide bulletin board space accessible to employees upon which the Union may post notices of meetings, workshops and other similar non-political, non-critical communiqués.

25.02 **Orientation / Training and Workshops**

(a) The Employer will provide an orientation period to cover essential information,
procedures and routines. The employee shall be required to attend the orientation as part of their employment.

(b) The Employer will provide in-service training focused on the needs of staff and residents subject to available resources as determined by the Employer.

(c) Pertinent information received by the Employer regarding external workshops and seminars will be posted on the bulletin board. Employees interested in attending such workshops or seminars may discuss the appropriateness or feasibility of their attendance with the CEO/Administrator or designate. The final decision regarding whether an employee attends an external workshop or seminar rests with the Employer. In certain instances, the Employer may require an employee to attend an external workshop or seminar to acquire or improve necessary job-related skills.

Employees who are required by the Employer to attend external workshops or seminars shall suffer no loss of regular pay while in such attendance. Such employees may also submit an expense account in the form required by the Employer for any expenses approved by the Employer prior to their attendance at the workshop or seminar.

Employees who are given an educational opportunity outside the Lodge will be responsible for relaying such information to other staff members.

25.03 **Personnel Files**

Upon request, an employee shall be permitted to view their personnel file with the CEO/Administrator or designate at a mutually convenient time. In addition, in the event of a grievance/arbitration involving the employee, a representative of the Union, with the employee's written consent, may also view the employee's personnel file in the presence of the CEO/Administrator or designate at a mutually convenient time.

25.04 **Clothing**

Where an employee is required by the Employer to wear specific clothing in the workplace, the Employer shall reimburse the employee for the cost of same to a maximum of $100.00 per year for full-time employees (pro-rated for part-time employees based on FTE on the date of application).

Where conditions of employment are such that in the Employer's opinion, an employee's clothing may be contaminated, or, where the employee's clothing may be damaged, the Employer shall provide and the employee shall wear a cover-up.

The Employer will provide for the laundering of protective clothing which it provides to employees.

Where an employee is required by the Employer to wear safety footwear, the Employer shall reimburse the employee for the cost of same to a maximum of $100.

Where the personal property of an employee is damaged by a resident in the execution of the employee's duties, the Employer will reimburse the employee for the reasonable replacement or repair cost of the damaged property. To be eligible for reimbursement such damage must be reported at the time of the incident with full details provided in the incident report. This provision shall only apply to personal property which the employee would reasonably have in their possession during the performance of duties.

25.05 **Job Descriptions**

Within a reasonable time of signing the Collective Agreement the Employer shall place a copy of the job description for each classification in the bargaining unit where employees will have access to them. When such job descriptions are changed, the employer shall replace the old version with the new version, and affected employees shall be informed of the changes forthwith. The Employer shall provide the Union with copies of job descriptions upon request.

ARTICLE 26 – PART TIME EMPLOYEES

26.01 **Application of Collective Agreement**

Except as specifically provided herein, the provisions of this Agreement shall apply to part-time employees as defined in Article 1.01(4) (i)(b).

26.02 **Entitlement to Benefits**

Part time employees shall be entitled to benefits pro-rated on the basis of hours worked, except as otherwise provided herein.

26.03 **Unpaid Leave**

Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.

26.04 **Additional and Relief Shifts**

(a) All part-time employees shall indicate to the Employer in writing on the form provided by the Employer whether the employee is interested in the assignment of Additional Shifts beyond their designation as a percentage of full-time hours, and their availability for such work. Only when the Part-Time Employee has expressed an interest, may they be assigned to Additional Shifts. Additional shifts will be assigned to Part-Time Employees in order of seniority (always start at the top). No more than three (3) Additional Shifts per pay period will be assigned to an Employee before moving on to the next senior Employee. Where there is insufficient Part-Time availability Casuals will be assigned such shifts. Any changes to the availability of the Part-Time Employee must be requested in writing and shall be considered quarterly. Such request is subject to approval by the Employer. Upon approval, the revised availability will come into effect for the next applicable posted schedule.

(b) Relief Shifts (those becoming available after the posting of the schedule) will be offered to Part-Time Employees in order of seniority on a rotating basis (start at the next on the list). Two (2) Relief Shifts will be offered to an Employee before moving on to the next senior Employee. Where there is insufficient Part-Time availability Casuals will be assigned such shifts.

(c) The Employer shall not be required to assign or offer Part-Time Employees Additional or Relief Shifts that would result in the employee working overtime. Part-Time Employees shall notify the Employer when the proposed assignment places them in an overtime situation.

(d) Part-Time Employees shall not be eligible for overtime compensation or call back premiums for Additional or Relief Shifts worked in accordance with this article, except when the hours worked exceed the regular shift length or eighty (80) hours biweekly.

ARTICLE 27 – RESIGNATION

27.01 An employee wishing to terminate their employment shall endeavour to give four (4) weeks written notice of the effective date of their resignation to the CEO/Administrator and in any case, not less than two (2) weeks written notice must be given. An employee who fails to give notice in accordance with this Article shall pay to the Employer or have deducted from their last pay an amount equal to the pay which would have been earned during the notice period.

27.02 The employee's final pay shall be adjusted to account for accrued or advanced

vacation or other benefits and pay, and any debts or amounts payable to the Employer.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES*

28.01 The Employer shall pay employees bi-weekly on a Thursday. Each employee shall be provided with an itemized statement of their wages, overtime, and any supplementary pay deductions.

28.02 The Employer will make every reasonable effort to correct payroll errors no later than the payroll period following the error.

28.03* Shift Premium

Employees who work four (4) hours or more between 1800 and 0700 shall continue to receive a shift premium of **four dollars ($4.00)** per hour **effective date of ratification** for each hour worked during the shift.

28.04 Acting Pay

(a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, they shall receive payment of acting pay, including the three (3) days, equivalent to ten percent (10%) higher than their existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher paying position.

(b) Acting pay shall not be paid to the employee where the employee's current job description normally requires periodic substitution in the higher paying position, as defined by the position specification, title and salary range.

(c) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.

28.05* Weekend Premiums

Employees shall receive a weekend premium of **four dollars ($4.00)** per hour **effective date of ratification** for all hours worked between 0001 hours Saturday and ending at 2400 hours on Sunday.

28.06* Team Lead Pay

Where an Employee is designated as Team Leader that Employee shall receive pay equivalent to six(6) percent higher than their existing rate of pay.

ARTICLE 29 – MERGER/AMALGAMATION

29.01 In the event the Employer becomes merged or amalgamated with another employer which has employees represented by another Union, the provisions of this Agreement shall continue in force until the earlier of the following events: (a) the successor union is determined by the Labour Relations Board and a new collective agreement is negotiated to cover the employees in this bargaining unit, or (b) the date of expiry of the Collective Agreement indicated by the Labour Relations Board under the authority given to it under the *Trade Union Act*.

ARTICLE 30 - PAY PROVISIONS

30.01 The rate of compensation upon appointment to a position in the bargaining unit shall be as prescribed in Appendix "A" in this Agreement.

ARTICLE 31 – GROUP HEALTH BENEFIT AND PENSION

31.01 Group Health Benefit Plan

(a) The Employer shall continue to cost-share premiums for coverage under the group health benefit plan with those employees who are covered by the plan. Effective on the date of signing this Agreement, the Employer shall pay 65% of the premium and employees shall pay 35% of the premium.

(b) This provision for a 65-35 cost sharing formula shall not apply to premiums for any plan for AD&D, life insurance, dental coverage, LTD or any other benefit plan other than the group health benefit plan in existence at the time of signing this Agreement.

31.02 Pension Plan

The Employer shall continue to participate in the NSHEPP Pension Plan for bargaining unit employees, subject always to the eligibility requirements of the plan.

ARTICLE 32 - TERM OF AGREEMENT*

32.01* This Agreement shall be binding and remain in effect from November 1, 2024 to October 31, 2028 and thereafter from year to year unless or until either party gives notice in writing to bargain during the sixty (60) days preceding the expiry of the collective agreement.

32.02 All provisions of this Agreement, shall be effective from date of signing, except wages, which shall be effective from the dates specified in Appendix "A" and shift and weekend premiums, which shall be effective as specified in Article 29.

32.03* **Retroactive Pay for Terminated Employees**

Employees who have left their employment in the bargaining unit between November 1, 2024 and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that they have thirty (30) calendar days in which to claim any retroactive payment.

DATED in Bridgetown, Nova Scotia this 8 day of April, **2026.**

FOR THE EMPLOYER

CEO

VP Clinical Services

FOR THE UNION

WITNESS

WITNESS

APPENDIX "A" (WAGES)*
MOUNTAIN LEA LODGE -
NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

				% Increase: 3.0%		Special Wage Adjustment 2.5%		Wage Adjustment		% Increase: 2.0%		% Increase: 2.0%		% Increase: 2.0%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate
Environmental Services Worker	Regular Rate	$18.6226	$38,735	$19.1813	$39,897	$19.6608	$40,894	$20.0000	$41,600	$20.4000	$42,432	$20.8080	$43,281	$21.2242	$44,146
LTCA															

				% Increase: 3.0%		Special Wage Adjustment 2.5%		% Increase: 2.0%		% Increase: 2.0%		% Increase: 2.0%			
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate		
Food Service Worker	Start	$18.2278	$37,914	$18.7747	$39,051	$19.2441	$40,028	$19.6290	$40,828	$20.0216	$41,645	$20.4220	$42,478		
	After 1 year	$18.5877	$38,662	$19.1451	$39,822	$19.6238	$40,817	$20.0162	$41,634	$20.4166	$42,466	$20.8249	$43,316		
	After 2 years	$18.9470	$39,410	$19.5155	$40,592	$20.0034	$41,607	$20.4035	$42,439	$20.8116	$43,288	$21.2278	$44,154		
Recreation Aide (without PCW/CCA Certificate)		$19.8676	$41,325	$20.4638	$42,565	$20.9754	$43,629	$21.3949	$44,501	$21.8228	$45,391	$22.2593	$46,299		

				% Increase: 3.0%		Special Wage Adjustment 2.5%		% Increase: 2.0%		Additional Step to Scale 2.5%		% Increase: 2.0%		% Increase: 2.0%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Oct.31-26 Hourly Rate	Oct.31-26 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate
Personal Care Worker/CCA (without Certification)	Start	$18.7288	$38,956	$19.2907	$40,125	$19.7730	$41,128	$20.1684	$41,950						
	After 1 year	$19.1059	$39,740	$19.6789	$40,932	$20.1709	$41,956	$20.5743	$42,795						
	After 2 years	$19.4824	$40,523	$20.0667	$41,739	$20.5683	$42,782	$20.9797	$43,638						
	After 3 years	$19.8459	$41,280	$20.4415	$42,518	$20.9526	$43,581	$21.3716	$44,453	$21.3716	$44,453	$21.7991	$45,342	$22.2350	$46,249
	After 4 years	$20.2231	$42,064	$20.8298	$43,326	$21.3505	$44,409	$21.7775	$45,297	$21.7775	$45,297	$22.2131	$46,203	$22.6573	$47,127
	After 5 years									$22.3219	$46,430	$22.7684	$47,358	$23.2237	$48,305

Whereas the Uncertified CCA are in a role intended to support the employee to complete a CCA education program (standard delivery program or Recognition for Prior Learn (RPL) program to become a certified CCA; and whereas the transition to certified CCA is typically not longer than three (3) years; the parties agree as follows: Effective October 31, 2026, the three lowest steps of the Uncertified CCA will be removed. Any Uncertified CCA, who was on those steps, will be moved to the former step four (now start).

				% Increase 4.0%		Special Wage Adjustment 2.5%		% Increase 2.0%		Additional Step to Scale 2.5%		% Increase 2.0%		% Increase 2.0%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Oct.31-26 Hourly Rate	Oct.31-26 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate	Nov.01-27 Hourly Rate	Nov.01-27 Approx. Annual Rate
Personal Care Worker/CCA	Start	$22.5593	$46,923	$23.2359	$48,331	$23.8168	$49,539	$24.2931	$50,530	$24.2931	$50,530	$24.7790	$51,540	$25.2746	$52,571
	After 1 year	$23.0199	$47,881	$23.7103	$49,317	$24.3031	$50,550	$24.7891	$51,561	$24.7891	$51,561	$25.2849	$52,593	$25.7906	$53,644
	After 2 years	$23.4897	$48,859	$24.1946	$50,325	$24.7995	$51,583	$25.2955	$52,615	$25.2955	$52,615	$25.8014	$53,667	$26.3174	$54,740
	After 3 years	$23.9691	$49,856	$24.6883	$51,352	$25.3055	$52,636	$25.8116	$53,688	$25.8116	$53,688	$26.3279	$54,762	$26.8544	$55,857
	After 4 years	$24.4581	$50,873	$25.1919	$52,399	$25.8217	$53,709	$26.3381	$54,783	$26.3381	$54,783	$26.8649	$55,879	$27.4022	$56,997
	After 5 years									$26.9966	$56,153	$27.5365	$57,276	$28.0872	$58,421

				% Increase 4.0%		Special Wage Adjustment 2.50%		Additional Step to Scale 2.5%		% Increase 2.0%		Special Wage Adjustment 2.50%		Special Wage Adjustment 2.50%		Additional Step to Scale 2.5%		% Increase 2.0%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate	Oct.31-25 Hourly Rate	Oct.31-25 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Nov.01-25 Hourly Rate	Nov.01-25 Approx. Annual Rate	Apr.1-26 Hourly Rate	Apr.1-26 Approx. Annual Rate	Oct.31-26 Hourly Rate	Oct.31-26 Approx. Annual Rate	Nov.01-26 Hourly Rate	Nov.01-26 Approx. Annual Rate
Recreation Aide (with PCW/CCA Certificate)	Start	$19.0267	$39,576	$19.5977	$40,763	$20.0877	$41,782	$20.0877	$41,782	$20.4894	$42,618	$21.0017	$43,683	$21.5267	$44,776	$21.5267	$44,776	$21.9572	$45,671
	After 1 year	$19.4103	$40,373	$19.9924	$41,584	$20.4922	$42,624	$20.4922	$42,624	$20.9021	$43,476	$21.4246	$44,563	$21.9602	$45,677	$21.9602	$45,677	$22.3994	$46,591
	After 2 years	$19.7933	$41,170	$20.3871	$42,405	$20.8967	$43,465	$20.8967	$43,465	$21.3147	$44,335	$21.8475	$45,443	$22.3937	$46,579	$22.3937	$46,579	$22.8416	$47,511
	After 3 years	$20.1626	$41,938	$20.7674	$43,196	$21.2866	$44,276	$21.2866	$44,276	$21.7123	$45,162	$22.2551	$46,291	$22.8115	$47,448	$22.8115	$47,448	$23.2677	$48,397
	After 4 years	$20.5456	$42,735	$21.1620	$44,017	$21.6911	$45,117	$21.6911	$45,117	$22.1249	$46,020	$22.6780	$47,170	$23.2450	$48,350	$23.2450	$48,350	$23.7099	$49,317
	After 5 years							$22.2334	$46,245	$22.6780	$47,170	$23.2450	$48,350	$23.8261	$49,558	$23.8261	$49,558	$24.3026	$50,550
	After 6 years															$24.4218	$50,797	$24.9102	$51,813

Effective April 1, 2027 the Employer classification of Recreation Aide with PCW/CCA certificate based on the Employee having a PCW certificate will be eliminated.

Employees who were in that classification will be placed at the same step on the next higher remaining pay band of Recreation Programmer. Requirements for the position will be determined by Employers in the job description/job posting.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-24 Hourly Rate	% Increase: 3.0% Nov.01-24 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-24 Hourly Rate	Special Wage Adjustment 2.50% Nov.01-24 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-25 Hourly Rate	Additional Step to Scale 2.5% Oct.31-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	% Increase: 2.0% Nov.01-25 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-25 Hourly Rate	Special Wage Adjustment 2.50% Nov.01-25 Approx. Annual Rate	Special Wage Adjustment 2.50% Apr.1-26 Hourly Rate	Special Wage Adjustment 2.50% Apr.1-26 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-26 Hourly Rate	Additional Step to Scale 2.5% Oct.31-26 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	% Increase: 2.0% Nov.01-26 Approx. Annual Rate	% Increase: 2.0% Nov.01-27 Hourly Rate	% Increase: 2.0% Nov.01-27 Approx. Annual Rate
Recreation Programmer	Regular Rate	$21.0771	$43,840	$21.7092	$45,155	$22.2520	$46,284	$22.2520	$46,284	$22.6970	$47,210	$23.2644	$48,390	$23.8460	$49,600	$23.8460	$49,600	$24.3230	$50,592	$24.8094	$51,604
	After 1 year							$22.8083	$47,441	$23.2645	$48,390	$23.8461	$49,600	$24.4422	$50,840	$24.4422	$50,840	$24.9311	$51,857	$25.4297	$52,894
	After 2 years															$25.0533	$52,111	$25.5543	$53,153	$26.0654	$54,216

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-24 Hourly Rate	% Increase: 3.0% Nov.01-24 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-24 Hourly Rate	Special Wage Adjustment 2.50% Nov.01-24 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-25 Hourly Rate	Additional Step to Scale 2.5% Oct.31-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	% Increase: 2.0% Nov.01-25 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-25 Hourly Rate	Special Wage Adjustment 2.50% Nov.01-25 Approx. Annual Rate	Special Wage Adjustment 2.50% Apr.1-26 Hourly Rate	Special Wage Adjustment 2.50% Apr.1-26 Approx. Annual Rate	Additional Step to Scale 2.5% Oct.31-26 Hourly Rate	Additional Step to Scale 2.5% Oct.31-26 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	% Increase: 2.0% Nov.01-26 Approx. Annual Rate	% Increase: 2.0% Nov.01-27 Hourly Rate	% Increase: 2.0% Nov.01-27 Approx. Annual Rate
Physio Therapy Assistant (Formerly Rehabilitation Assistant)	Regular Rate	$22.1937	$46,163	$22.8596	$47,548	$23.4311	$48,737	$23.4311	$48,737	$23.8997	$49,711	$24.4972	$50,954	$25.1096	$52,228	$25.1096	$52,228	$25.6118	$53,273	$26.1240	$54,338
	After 1 year							$24.0169	$49,955	$24.4972	$50,954	$25.1096	$52,228	$25.7374	$53,534	$25.7374	$53,534	$26.2521	$54,604	$26.7772	$55,697
	After 2 years															$26.3808	$54,872	$26.9085	$55,970	$27.4466	$57,089

Effective Date of Signing the title of rehabilitation aide will be changed to Physio therapy assistant

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 3.0% Nov.01-24 Hourly Rate	% Increase: 3.0% Nov.01-24 Approx. Annual Rate	Special Wage Adjustment 2.50% Nov.01-24 Hourly Rate	Special Wage Adjustment 2.50% Nov.01-24 Approx. Annual Rate	% Increase: 2.0% Nov.01-25 Hourly Rate	% Increase: 2.0% Nov.01-25 Approx. Annual Rate	% Increase: 2.0% Nov.01-26 Hourly Rate	% Increase: 2.0% Nov.01-26 Approx. Annual Rate	% Increase: 2.0% Nov.01-27 Hourly Rate	% Increase: 2.0% Nov.01-27 Approx. Annual Rate
Ward Clerk	Start	$18.9300	$39,375	$19.4982	$40,556	$19.9857	$41,570	$20.3854	$42,402	$20.7931	$43,250	$21.2089	$44,115
	After 1 year	$19.3575	$40,264	$19.9384	$41,472	$20.4369	$42,509	$20.8456	$43,359	$21.2625	$44,226	$21.6878	$45,111
	After 2 years	$19.7867	$41,156	$20.3801	$42,391	$20.8896	$43,450	$21.3074	$44,319	$21.7336	$45,206	$22.1683	$46,110
	After 3 years	$20.2172	$42,052	$20.8238	$43,314	$21.3444	$44,396	$21.7713	$45,284	$22.2067	$46,190	$22.6509	$47,114
	After 4 years	$20.6440	$42,940	$21.2636	$44,228	$21.7951	$45,334	$22.2311	$46,241	$22.6757	$47,165	$23.1292	$48,109
Cook (Staff Cook)	Start	$22.0952	$45,958	$22.7580	$47,337	$23.3270	$48,520	$23.7935	$49,491	$24.2694	$50,480	$24.7548	$51,490
Maintenance Worker	Regular Rate	$22.0961	$45,960	$22.7590	$47,339	$23.3280	$48,522	$23.7946	$49,493	$24.2705	$50,483	$24.7559	$51,492

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 or within the Nova Scotia Health Authority during the period November 1, 2025 – October 31, 2027, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) may be applied to this agreement in place of the previously agreed increase(s) **to be applied at the relative timing between November 1, 2026 - October 31, 2028 time period.**

NSGEU shall have thirty (30) days from the date of ratification of the other agreement to advise the Employer in writing of their intention to accept the alternate general economic wage increases. Should NSGEU accept the alternate general economic adjustment this agreement will be amended accordingly and not be subject to ratification.

Classification Adjustments

Where through collective bargaining, a classification adjustment is negotiated into a collective agreement of a publicly funded LTC Employer or within the Nova Scotia Health Authority during the period November 1, 2025 – October 21, 2027, that increases the rates of a publicly funded classification that exists within Appendix "A" of this agreement, the classification may be adjusted to the higher of the two rates **and will be applied at the relative timing between November 1, 2026 - October 31, 2028 time period**.

NSGEU shall have thirty (30) days from the date of ratification of the other agreement to advise the Employer in writing of their intention to accept the alternate classification. Should NSGEU accept a classification adjustment this agreement will be amended accordingly and not be subject to ratification.

Example of "relative timing" referenced above: if % increase or classification adjustment is in effect for a on November 1, 2025 then relative timing for % increase for this bargaining unit will be November 1, 2026.

MEMORANDUM OF AGREEMENT

Re: Recognition for Placement*

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

Employees employed as of date of ratification will have 30 days to submit evidence of experience for placement on the Appendix A. Thereafter, newly hired Employee's must submit the evidence within 30 days of commencement of employment, failure to submit the evidence within the timelines will result in previous experience not being considered for the purposes of placement.

An Employee will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

LPNs are excluded from this Article and will have placement determined in accordance with existing language as amended in paragraph 3 of this settlement if an article exists, if no article exists this article will apply.

MEMORANDUM OF AGREEMENT

Re: Overtime Bank for Maintenance Staff*

Article 17.02 shall not apply to maintenance staff. When maintenance staff work overtime their time shall be automatically banked in an overtime bank to be used at a later date for paid time off. The overtime bank shall not exceed forty (40) hours. When the overtime bank reaches the cap of forty (40) hours then the overtime compensation shall be paid to the employee in the bi-weekly period in which it was earned. The overtime bank shall be paid out in the pay period prior to the end of the fiscal year.

If maintenance staff have an over time bank at the time of signing this agreement any time in excess of forty (40) hours will be paid out within 30 days of signing of this Collective Agreement.

MEMORANDUM OF AGREEMENT

Re: CCAs in Training*

CCAs in training are currently paid at the rate of $19.2656. CCAs in training will be eligible for the following economic increases:

i. Increase of 3% to all pay rates on November 1, 2024;
ii. Increase of 2% to all pay rates on November 1, 2025;

CCAs in training will be eligible for the 2.5% special adjustment effective October 31, 2025.

Effective date of ratification CCAs in training will be moved to the After 2 year rate of the CCA in training wage grid.

CCAs in training will remain placed at step 2 as a result of this agreement will not advance on the increment scale until such time that they have completed the required years of service (or equivalent hours) to advance.

Any future CCAs in training will be placed at the appropriate step of the CCA in training wage grid upon time of their hire.