

COLLECTIVE AGREEMENT

BETWEEN

Highland Manor Nursing Home for Special Care

- and -

**Local 4600
of the**

**National Automobile, Aerospace, Transportation
and
General Workers Union of Canada
(Caw - Canada)**

**Term of the Agreement:
November 1, 2011 to October 31, 2014**

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ARTICLE 1 - PREAMBLE

1.01 Preamble

Recognizing the responsibilities, obligations, mission and philosophy of Highland Manor to provide a professional level of modern quality care for its residents as a whole, and recognizing that a relationship of good will and mutual respect between the employer and employees can contribute greatly to the quality of care and the overall welfare of our residents, the parties agree to the following terms of the Collective Agreement.

ARTICLE 2 - PURPOSE

2.01 Purpose of Agreement

- a) to promote and maintain harmonious relations between the employer and employees; and
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to clearly define applicable wages and conditions of employment; and
- c) to provide a structural and amicable method of settling grievances which may arise from time to time; and
- d) to provide for the carrying on of the operation of the establishment under methods which will further the safety and welfare of the employees and the residents; and
- e) to promote efficiency and economy of operation.

ARTICLE 3 - DEFINITIONS

3.01 Definition of Terms

- a) **Employee**
means a regular full-time employee who has successfully completed the probationary period and a regular part-time employee who has successfully completed the probationary period as defined by Certification No. 6100
- b) **Full-time Employee**
means an employee who has successfully completed the probationary period and who occupies a regular position within the Bargaining Unit designated to be

on-going and who is assigned to work the regular hours as prescribed in Article 10.01 of this Agreement.

c) Part-time Employees

- i) means an employee who has successfully completed the probationary period and who occupies a regular position within the Bargaining Unit designated to be on-going and who is assigned to work less than the regular hours as prescribed in Article 10.01 of this Agreement.
- ii) except as specifically provided otherwise in the Agreement, the benefits of this Agreement shall apply to part-time employees on a pro-rata basis.

d) Casual Worker

is a worker who works on a on a day-to-day basis as required. The casual worker is excluded from the bargaining unit and the terms and benefits of this Collective Agreement do not apply to casual workers.

e) Probationary Period

- i) shall apply to newly hired employees and shall consist of a period of seven hundred and twenty (720) regular hours worked from the date of employment.
- ii) during the probationary period, employees shall not have the right to claim seniority and may be terminated for not successfully completing the probationary period to the Employer's expectations or satisfaction.
- iii) upon the successful completion of the probationary period, the seniority of an employee shall be effective from the date of hire.
- iv) an extension to the probationary period may be granted by mutual agreement.

f) Temporary Vacancy

is a vacant position for a designated period in excess of two (2) months.

g) Regular Hour(s) Worked

means hours actually worked by the employee and excludes vacation hours, holiday hours, sick leave hours, other leave hours, overtime hours and hours paid by a third party (WCB, EI, etc....).

h) Regular Hour(s) Paid

means hours paid by the employer including paid vacation hours, paid holiday hours, paid sick leave hours, and any other paid leave hours for which an employee is compensated by the employer, but excludes overtime hours and hours paid by a third party (WCB, EI, etc....).

- i) **Union**
means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada).
- j) **Bargaining Unit**
means Local 4600 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW – Canada) as defined in Certification No. 6100.
- k) **Employer**
means the Highland Manor Municipal Housing Corporation.
- l) **Mutual Agreement**
means an agreement between the employer and the union.
- m) **Spouse**
means a legal marriage partner or a common-law (including same-sex) partner who has been identified to the employer in writing as the spouse.
- n) **Date of Seniority**
 - i) means the date on which an employee becomes a member of the Bargaining Unit.
 - ii) where more than one employee has the same date of hire, the order of seniority will be determined by lottery draw.
- o) **Date of Employment**
means the date on which a worker is continuously employed by the employer.
- p) **Working Day(s)**
means calendar week days and excludes Saturdays, Sundays and holidays.
- q) **Day**
a day is defined as commencing on the back shift of the eve of a calendar day and running through to the commencement of the back shift on the same calendar day.
- r) **Week**
means a seven (7) day period from Sunday to Saturday.
- s) **Holiday**
means an eight (8) hour period as defined in Article 11.
- t) **Service**
a year of service shall accrue to the employee based on 2080 Regular Hours Paid.

- u) **Leave of Absence**
means an approved absence with or without pay and with the prior authorization of the employer.
- v) **Gender**
in this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa, as the context requires.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Recognition of Management Rights

The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed exclusively in the employer and without restricting the generality of the foregoing, the union acknowledges that it is the exclusive functions of the employer:

- a) to maintain order and efficiency; and
- b) to determine the work to be performed and establish standards, methods, procedures and schedules of operations; and
- c) to determine the requirements to select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge an employee for just cause; and
- d) to increase or decrease the workforce; and
- e) to maintain workplace rules and regulations to be observed by employees; and
- f) To operate and manage its business and direct the work force in accordance with its responsibilities; and
- f) the above will not be inconsistent to the terms of this Agreement.

ARTICLE 5 – UNION RECOGNITION

5.01 Union Recognition

The Employer recognizes the union as the sole Collective Bargaining Agent for the employees as described in Certification Order no. 6100, and agrees to meet with representatives of the Bargaining Unit and the union for the purpose of carrying out the terms of this Agreement.

5.02 Deduction of Dues

- a) The employer agrees that there shall be established, as of the first day of the month following the signing of this Agreement, a check-off compulsory upon all employees who come within the Bargaining Unit to which this Agreement applies.
- b) The amount to be deducted shall be the union dues assessed by the union in accordance with its Constitution or By-Laws.
- c) The Union shall give at least thirty (30) days notice to the employer, of any and all changes in the amount to be deducted for union dues.
- d) All amounts so deducted, together with a record of names, amounts and dates, shall be transmitted by the employer to the Secretary/Treasurer of the Bargaining Unit not later than the fifteenth (15th) day of the month following the month for which such deductions were made.
- e) The employer will indicate the amounts of union dues deducted on T-4 slips.

5.03 Mutual Agreement

No Employee shall be required to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to this Collective Agreement.

5.04 Union Representation

- a) Representatives of the union must obtain permission from the employer to visit the employer's site of business for the purpose of conferring with employees, shop stewards or officers of the Bargaining Unit during working hours. Where permission is sought, such permission shall not be unreasonably withheld.
- b) The employer agrees that the union stewards shall not be unduly hindered in the performance of their duties. The union agrees that each union steward is employed by the employer and will not leave their work stations during working hours without first obtaining the permission of the immediate supervisor or employer designate. Where permission is sought, such permission shall not be unreasonably withheld.

5.05 List of Bargaining Unit Employees

The employer will provide the local union office on the fifteenth (15th) day of each month, with a list of all new employees who are covered under the Bargaining Unit and all such employees who are included on the previous month and have since:

- a) left the employ; or
- b) been promoted to a Non-Bargaining Unit position; or
- c) changed names or surnames, change of address or phone number; or
- d) been granted a leave of absence.

5.06 Bulletin Board

The Union shall be permitted to post notices of meetings and other matters of interest to the membership on a bulletin board, provided by the employer and designated for that purpose.

5.07 Employer Indemnity

The union shall indemnify the employer and hold it harmless against any and all claims, demands and liabilities in respect of action taken by it for the purpose of complying with the provisions of this Article.

5.08 Labour Management Committee

- a) A Labour Management Committee shall be established consisting of three (3) representatives of the union and three (3) representatives of the employer. The committee shall enjoy full support of both parties in the interests of improved service to the public and job security of the employees. If the local president is requested to attend Labour Management, the employer will reimburse mileage up to a maximum of eighty dollars (\$80.00).
- b) The Committee shall concern itself with the following general matters;
 - i) Considering constructive criticisms of all activities so that better relations shall exist between the employer and the employees.
 - ii) Improving and extending services provided.
 - iii) Promoting safety and sanitary practices.
 - iv) Reviewing suggestions from employees, questions of working conditions and service, but not grievances concerned with service.

5.09 List of Officers and Representatives

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

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Grievance Committee

The Union will appoint and the Employer will recognize a committee of Shop Stewards, which shall be known as the "Grievance Committee", to deal with all complaints and grievances. Members of this Committee with any changes therein, shall be made known to the Employer and the Employer will notify the Union of the names of Department Heads responsible for handling complaints and grievances.

6.02 Grievance Procedure

Alleged complaints and grievances shall be dealt with in the following manner:

- Step 1: The aggrieved employee or employees, with a member of the Committee, shall first discuss the complaint with Department Head within five (5) working days.
- Step 2: If the alleged complaint is not settled within five (5) working days from notification of Department Head, the complainant (or the union, if a general grievance) shall then immediately refer the grievance in writing to the Administrator or his representative. The Administrator shall then give his decision in writing to the committee, not later than five (5) working days following the presentation to him of the written grievance.
- Step 3: If a settlement is not reached in the steps above, either party may serve notice on intention to seek arbitration. Such notice must be given within twenty (20) working days. The matter may then be referred to a Sole Arbitrator appointed by mutual consent. If the parties cannot agree on an Arbitrator, he shall be appointed by the Minister of Labour for the Province of Nova Scotia. The decision of the Sole Arbitrator shall be binding on both parties.

6.03 Grievance Arising out of Discipline

In determining any grievance arising out of discharge or other discipline, the Arbitrator may dispose of the claim by affirming employer action or reinstating the employee to her former position or dispose of the grievance in a manner that in the opinion of the Arbitrator, is justified.

6.04 Grievance by the Employer

Any grievance of the Employer shall be referred in writing to the Union's Grievance Committee within five (5) working days of the occurrence of the circumstances giving rise to the grievance and the Grievance Committee shall meet within two (2) working days thereafter with the Administrator to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the Employer may submit the grievance to arbitration by giving notice to the Grievance Committee within five (5) working days thereafter.

6.05 Arbitrator Expenses

The employer and the union agree to bear an equal share of any expense incurred by the arbitrator set up pursuant to Article 6.02.

6.06 Question of General Application

If the union or the employer alleges a breach or violation of this Agreement, in respect or respects in which it is alleged that the Agreement has been broken or violated, shall be indicated promptly to the employer and/or the Grievance Committee. The matter shall then be regarded as a grievance and dealt with as set forth in Step 2.

6.07 Duties during Grievance

If an employee feels that he has a grievance, she shall report the matter to Management in the manner outlined in Article 6.02, but pending settlement, she shall perform her regular duties faithfully.

6.08 Time Limits

The parties agree that time limits can be extended by mutual agreement.

6.09 Disciplinary Interviews

In the event an employee is a target of an investigation and is to be interviewed by Management as such and such interview could result in disciplinary action, such interview will not take place without a union representative present during this meeting. This shall not preclude the employer from interviewing employees during an investigation of an incident.

6.10 No Arbitration except through Procedure

Unless otherwise agreed between the Employer and the Union, no matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set out in this Article.

6.11 Duties of Union Stewards

The Employer agrees that the Union Representatives shall not be unduly hindered in the performance of their duties. The Union recognizes that each Union Representative is employed by the Employer and will not leave work during working hours without first obtaining the permission of the supervisor, which permission shall not be unreasonably withheld. Where such permission is granted by the Employer, the Union Representative shall not suffer any loss of wages for the performance of their duties during working hours.

ARTICLE 7- NO DISCRIMINATION

7.01 No Discrimination

The Parties agree that there shall be no discrimination as established by the Nova Scotia Human Rights Act.

ARTICLE 8 - STRIKES OR WORK STOPPAGES

8.01 No Strikes, No Work to Rule

There shall be no strikes, walkouts, picketing, slowdowns, work stoppages or other similar interruptions of work either complete or partial, during the period of this Agreement.

8.02 No Lockouts

The employer will not lockout employees during the period of this Agreement.

ARTICLE 9 - WAGES

9.01 Wages

The employer agrees to pay and the union agrees to accept the scales of wages as indicated in Appendix "A" of the Agreement.

9.02 Rates for New Classifications

Should a new classification be created within the Bargaining Unit during the term of this Agreement, the employer and the union shall negotiate the rate of pay for the new classification. Nothing herein prevents the employer from filling such position and having employees working in such positions during negotiations.

9.03 Temporary Assignment

- a) An employee who is assigned by the employer to temporarily perform work in an classification paying a lower rate than the employee's regular classification rate, shall be paid the employee's regular classification rate.
- b) An employee who is assigned by the employer to temporarily perform work in a classification paying a higher rate than that employee's regular classification rate, shall be paid the higher rate for all hours worked in that classification.
- c) When a higher paying classification shift becomes available, the senior employee on the same shift shall be offered the position if the employee is qualified to do the job.

9.04 Relief of a Supervisory Position

When an employee within the Bargaining Unit is designated by the Employer as lead hand to assumed supervisory responsibilities or relieve in a supervisory position, the employee so assigned shall receive a premium of seventy-five cents (.75) per hour above the employee's regular hourly rate of pay.

9.05 Pay Days

- a) Payday shall be bi-weekly and all payments shall be through direct deposit to employee bank accounts.
- b) The employer shall provide pay stubs in a confidential manner to employees for each pay period.

ARTICLE 10 - HOURS OF WORK

10.01 Normal Hours of Work

- a) The Normal daily hours of work, inclusive of a thirty (30) minute meal period, shall be eight (8) consecutive hours per day. The normal days per week shall be five (5) days per week.
- b) Where twelve (12) hour shifts are implemented, the daily hours of work shall consist of eight (8) consecutive hours per day or twelve (12) consecutive hours per day or a combination of eight (8) and twelve (12) consecutive hours per day that averages up to eighty (80) hours bi-weekly.

10.02 Bread Period

- a) All Employees will be permitted a fifteen (15) minute rest period both in the first (1st) half and the second (2nd) half of their shift in an area made available by the Employer. Subject to the prior approval of the immediate Supervisor, rest period breaks may be combined.
- b) Where twelve (12) hour shifts are implemented, employees working twelve (12) hours shifts shall also be provided with an additional fifteen (15) minute rest period and at least one (1) meal break on the basis of fifteen (15) minutes for each (4) hours worked.

10.03 Overtime Defined

- a) Where eight (8) hour shifts apply, all time worked in excess of eighty (80) hours bi-weekly or eight (8) hours per day shall be considered as overtime.
- b) Where twelve (12) hour shifts are implemented, all time worked in excess of eighty (80) hours bi-weekly or twelve (12) hours per day shall be considered overtime.
- c) Overtime periods of less than fifteen (15) minutes need not be recorded or paid for. However, authorized overtime periods in excess of fifteen (15) minutes shall be paid for in full

10.04 Application of Overtime

Overtime rates shall apply for work as follows:

- a) On a scheduled eight (8) hour work day
 - i) Time and one-half (1 ½) after eight (8) hours in any one (1) day or shift.
 - ii) Double time (2x) after twelve (12) hours in any one (1) day or shift.
- b) On a scheduled twelve (12) hour work day
 - i) Time and one-half (1 ½) after twelve (12) hours in any one (1) day or shift.
 - ii) Double time (2x) after sixteen (16) hours in any one (1) day or shift.

10.05 Premiums and Allowances

- a) If an employee is required to work three (3) hours or more overtime, causing that employee to work over the supper time break, he or she will receive a meal provided by the employer.
- b) Shift Premium for all hours worked between 1900 hrs and 0700 hrs will be paid according to the rate of \$1.75 per hour.
- c) Weekend Premium for all hours worked between Friday at 2300 hrs to Sunday at 2300 hrs will be paid according to the rate of \$ 1.75 per hour.
- d) The Shift Premium or Weekend Premium shall not apply when calculating overtime, vacation pay, sick leave or holidays.

10.06 Authorization of Overtime

All overtime must be authorized or requested by the employer or the representative of the employer.

10.07 Working Schedule

- a) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and will be in effect for a two (2) week period.
- b) Except where an employee works in a set rotation schedule, the employee shall be scheduled at least one (1) weekend off in each four (4) week period where operationally possible.

10.08 Sharing of Overtime

Employees shall have the option getting overtime paid out or where there is in excess of four (4) hours overtime, overtime may be banked at the overtime rate to be taken off later at a time mutually agreed between the employer and the employee. Notwithstanding, banked overtime shall be paid out in each fiscal year prior to the last pay period in March.

10.09 Notice of Change of Shift

Except in emergencies, the Employer shall provide an employee with at least forty-eight (48) hours notice before changing an assigned shift.

10.10 Call Back to Work

When an Full-Time Employee is required to report back to work on the same day after leaving the premises of the Employer following completion of a shift, but before the commencement of the Employee's next scheduled shift, the Employee shall be paid a minimum of four (4) hours at straight time rates for the extra time worked or time and one-half for all overtime worked, whichever is greater. This Article shall not apply to a Part-Time Employee who agrees to work additional shifts unless the time work in a two (2) week period is in excess of Regular Hours of Work set out in Article 10.

10.11 Available Work for Part-time Employees

Any scheduled work for which the scheduled employee is not available will be offered to part-time employees who have demonstrated their availability. This work which is additional to the regular shifts will be paid for all hours worked at the straight time rate up to eighty(80) hours in a biweekly, at which time the overtime rate set out in Article 10 will apply.

ARTICLE 11 - HOLIDAYS

11.01 Recognized Holidays

The following are the recognized holidays:

New Year's Day

Good Friday

Easter Monday

Victoria Day

Labour Day

Thanksgiving Day

July 1

First Monday in August

Remembrance Day

Christmas Day

Boxing Day

and any proclaimed by the Provincial and Federal Government shall be deemed to be a holiday.

11.02 Holiday Pay for Full-time Employees

Full-time employees who have worked their last scheduled shift immediately before and immediately after the holiday, and that have worked the lesser of either fifteen (15) shifts or one hundred and twenty (120) hours in the thirty (30) calendars days immediately previous to the date of holiday, shall be entitled to the paid holiday on a pro-rata basis to a maximum of eight (8) hours based on Regular Hours Paid in the previous 30 days to full time hours.

11.03 Holiday Pay for Part-time Employees

In lieu of the holidays listed in Article 11.01, Part-Time Employees who have worked their last scheduled shift immediately before and immediately after the holiday, that have worked the lesser of either fifteen (15) shifts or one hundred and twenty (120) hours in the thirty (30) calendars days immediately previous to the date of holiday, shall be entitled to the paid holiday on a pro-rata basis to a maximum of eight (8) hours based on Regular Hours Paid in the previous 30 days to full time hours.

11.04 Hours Worked during Holidays

Employees required to work on the foregoing recognized holidays shall be paid at the rate of time and one-half (1.5x) the regular rate of pay.

11.05 Scheduling Lieu Day for a Holiday

- a) Full-time employees required to work on any of the foregoing recognized holidays, shall be scheduled a lieu day with pay provided in Article 11.01 on an alternate day mutually agreed upon, within two month of the Holiday. Notwithstanding, a full-time employee may carry over a maximum of 16 hours to be taken before March 31st.
- b) Part-time employees with sufficient accrued holiday hours in accordance with Article 11.03, shall be scheduled the accrued holiday time off with pay on an alternate day mutually agreed upon, within two month of the Holiday. Notwithstanding, a part-time employee may carry over a maximum of 16 hours to be taken before March 31st.
- c) Where possible, the employer shall attempt to schedule holiday time off on the actual date of the Holiday. Only where this approach is impractical shall the Holiday be substituted by an accrued lieu day.

11.06 Holidays on Saturdays or Sundays

Where an employee's regular schedule excludes weekend work, if any of the above-mentioned holidays fall on Saturday or Sunday, the alternate day proclaimed by the Government shall be treated as a holiday.

11.07 Holidays during Vacation

If one of the recognized holidays falls during an employee's vacation days, and the employee is entitled to a paid holiday, the vacation shall be paid for that day without any deduction to the accrued holiday bank of the employee.

11.08 Holiday on a Scheduled Day Off

If one of the recognized holidays falls during an employee's scheduled day off, and the employee is entitled to a paid holiday, the employee shall have the option to either have the holiday paid out or be provided a day off with pay in lieu of the holiday at a time that is mutually agreed.

11.09 Christmas and New Years Day

- a) An Employee shall have either Christmas or New Years Day off on the actual day of the holiday rotated year to year unless otherwise mutually agreed.
- b) Subject to article 11.09 a), where a conflict arises between two (2) employees with regards to scheduling Christmas or New Year's Day off, priority shall be given to the employee with the greater seniority.

11.11 Scheduling a Holiday

- a) Employees making a request for accrued holiday time off shall give the employer at least two (2) weeks' notice of their intention to schedule a holiday. If a conflict occurs regarding a request for accrued holiday time off, the request of the employee with greater seniority will prevail.
- b) In the event an employee requests a holiday without giving the above-mentioned notice, it may be granted by the Employer based on operational requirement and if there is sufficient replacement staff available at no extra cost to the Employer.

11.12 Storm Days

It is the responsibility of each employee to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, Employees will be permitted to use a holiday or vacation day in the event of in-climate weather, which prevents the Employee from attending work. During storm conditions, where the employee arrives for work within two (2) hours of the start time for the shift, the employee will be paid for the full shift.

ARTICLE 12 - VACATIONS

12.01 Vacation Entitlements

- a) Full Time Employees with less than one year continuous service prior to April of their first year of service, will be credited vacations on a pro-rated basis for each complete month of service.
- b) Full Time Employees having completed one (1) year's continuous service shall be granted two (2) weeks' vacation with pay. These employees shall take their vacations during the vacation year.
- c) Full Time Employees having completed three (3) years continuous service shall be granted three (3) weeks vacation with pay annually.
- d) Full Time Employees having completed seven (7) years continuous service shall be granted four (4) weeks vacation with pay annually.
- e) Full Time Employees having completed eleven (11) years continuous service shall be granted five (5) weeks vacation with pay annually.
- f) Full Time Employees having completed fifteen (15) years continuous service shall be granted six (6) weeks vacation with pay annually.
- g) Part Time Employees shall receive vacation pay at a percentage rate of Regular Hours Paid to be paid out on the Employee's regular pay. The percentage rate for part-time employees upon hire shall be four percent (4%) of regular hours paid; then having completed three (3) years of continuous service, the rate shall be six percent (6%) of regular hours paid; then having completed seven (7) years of continuous service, the rate shall be eight percent (8%) of regular hours paid.
- h) Service for vacation entitlements shall be as defined in **Article 3.01 (t)** of the Collective Agreement.

12.02 Hospitalization during Vacation

An employee, while on her annual vacation, becomes hospitalized or is placed under Acute Medical Services, shall have the right to be placed on sick leave and the actual days spent in the hospital or under Acute Medical Services, shall be counted as sick days and not vacations days.

12.03 Vacation Year

- a) The vacation year will be from April 1 to March 31 the following year.
- b) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed.
- c) No vacations will be scheduled between December 20th and January 5th unless the Home can allow an employee to be away, keeping in mind the proper operation of the Home.
- d) No vacation of longer than three (3) weeks shall be taken between June 15 and September 15, unless there is vacation time remaining in that period and operational requirements can be met and staff is available.
- e) Employees shall submit their summer vacation requests by June 15th of each year.
- f) Vacations request submitted according to paragraph 12.03 e), will be distributed as equitably as possible among Employees. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of seniority. Otherwise, the employer shall schedule requested vacation on a first come, first serviced basis, where possible.

12.04 Vacation Pay

- a) Vacation pay shall be at the rate, excluding premiums, effective immediately prior to the vacation period.
- b) On four (4) weeks prior written notice to the Employer, an employee may request and will be issued an advance on their vacation pay prior to taking vacation time off.

12.05 Vacation Carryover

Vacation accrued in a year shall be taken in the subsequent year and shall not be carried over from one year to another unless permitted by the Employer due to extenuating circumstances, i.e. such as serious illness, approved leave of absence.

ARTICLE 13 - SENIORITY

13.01 Seniority

- a) Once the initial seniority upon certification of the Union has been agreed to by the Employer and the Bargaining Unit, seniority for regular employees shall be based on the date of hire into a bargaining unit position with the Employer.
- b) Seniority shall operate on a bargaining unit basis.
- c) Upon completion of the probationary period a regular employee's seniority date shall be established retroactive to the date of hire into the bargaining unit.

13.02 Loss Of Seniority

An employee shall lose both seniority and employment in the event of:

- a) the Employee is discharged or terminated for just cause; or
- b) the Employee resigns, abandons or voluntarily leaves the service of the Employer; or
- c) failure to return to work within one (1) week following recall by registered mail unless due to extenuating circumstances; or
- d) the Employee is unable to attend work or is laid off for a period of twenty-four (24) months and the Union has been notified.

13.03 Posting Seniority List

A seniority roster of all employees covered by this Agreement showing name, classification and date of last entry into the service of the Employer shall be revised and posted within thirty (30) days of the signing of this Agreement and in January of each year and shall remain posted, and a copy sent to the Local Union. A thirty (30) day protest period shall be allowed following such posting. Upon presentation or proof of error by an employee, or the Union, or the Employer, the seniority roster shall be corrected. Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

13.04 Transfer to Non-Bargaining Unit Position

An employee who is on an approved leave of absence from a bargaining unit position for more than one calendar year to assume a supervisory or other position outside the bargaining unit, shall lose their seniority unless the parties agree otherwise.

ARTICLE 14 - LAYOFF, RECALL AND BUMPING

14.01 Order of Layoff

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

14.02 Displacement Procedure

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

14.03 Notice of Layoff

If further lay-offs are necessary, employees with the least seniority will be laid off, provided the remaining employees have the threshold ability to do the available work.

14.04 Order of Recall

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

14.05 Recall Procedure

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

14.06 Casual and Temporary Shifts during Layoff

- a) At the employee's discretion an employee on layoff may be assigned to work shifts on a casual or temporary basis whereby the employee's status as a laid off Regular employee shall not change. The total of the days worked by a bargaining unit employee on layoff in a casual or temporary position for a period of less than six (6) months shall extend the recall period as set out in Article 13.02 d) by that total number of days worked.
- b) An employee recalled to a temporary position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

14.07 New Employee Hiring

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

14.08 Grievances Concerning Displacement

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

14.09 Notice of Layoff to the Union

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

ARTICLE 15 - VACANCIES

15.01 Posting Vacancies

- a) A notice shall be posted where the Employer determines that:
 - i) A regular vacancy exists; or
 - ii) A new position is created; or
 - iii) A temporary vacancy exists as a result of a leave of absence of two (2) months or more;
- b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.

15.02 Notice of Posting

The notice of posting shall indicate the nature of the position and the qualifications required.

15.03 Vacancies and Promotions

- a) In the selection of applicants for vacant positions, primary consideration shall be given to skills, ability and qualifications to perform the required duties. If skills, ability and qualifications are reasonably equal, seniority shall prevail. Every effort will be made to fill vacancies or new positions with the existing staff.
- b) The Employer shall have a right to fill a vacant position on an interim basis until the position is filled in accordance with Article 15.01.

15.04 Trial Period

When an employee is transferred into a position, the first forty-five (45) working days will be designated as a trial period and the designated rate for the position will commence immediately. If during the first forty-five (45) working days after being transferred, the employee is found unsuitable or he/she wishes to return to their former position, they shall be reinstated to his/her position with full seniority. The employee will give the employer at least two (2) weeks' notice of their

intention to return to their former position. The employer will endeavor to accommodate this request as soon as possible. The next successful applicant will be offered the posted position.

15.05 Appointment to a Vacant Position

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

15.06 Staff Development

The Employer agrees to the principle of staff development and any pertinent information received by the Employer regarding workshops, seminars, etc., will be screened by the Employer and posted on the bulletin board.

15.07 Reverting to Former Position

Regular employees who are accepted for temporary vacancies shall revert to their former position and status upon completion of the temporary work.

ARTICLE 16 – SICK LEAVE

16.01 Sick Leave Defined

- a) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workman's Compensation Act.
- b) An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.

16.02 Sick Time Accrual

- a) The Employer agrees that each Employee is entitled to accrue one (1) hour sick leave credit for each fourteen point four hundred and forty four (14.444) Regular Hours Paid.

16.03 Maximum Accumulation of Sick Leave

The maximum accumulation for a full-time employee shall be nine hundred and sixty (960) hours of sick leave credits.

16.04 Report of Injury on Duty

An employee who is injured in the performance of job duties will immediately report or have the injury reported to the Administrator or delegate.

16.05 Regular Attendance at Work

The Union agrees to cooperate with the Employer to secure punctual and regular attendance at work and to do all in its power to eliminate tardiness or absenteeism.

16.06 Sick Leave Records

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

16.07 Workman's Compensation Board

- a) When an employee is being compensated under the Worker's Compensation Act, the employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Worker's Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two (2) days of an injury or an accident for which an employee receives Worker's Compensation Benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Worker's Compensation Benefits. When the supplement is being paid, the employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Worker's Compensation Benefits.
- b) An employee shall accumulate vacation credits for the employee contributions to the equivalent of one (1) years accumulation of vacation credits.

16.08 Medical Certificates

Employees are not normally required to provide proof of illness. Where an employee is required by the employer to submit detailed medical certificates or reports pursuant to a required medical examination, the employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports.

16.09 Personal Preventative Days

Provided the Employee has sufficient accrued sick credits, Employees shall be allowed to use thirty-two (32) hours per annum of sick leave credits for personal reasons.

16.10 Compassionate Care Leave

The employer will provide unpaid Compassionate Leave up to twelve (12) weeks, upon request, to an employee who is providing support or participating in the care of a family member with a critical or life threatening medical condition. (Spouse, including common-law, and same sex partner, child or spouse's child, parent or spouse's parent, grandparent or sibling).

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Immediate Family

If a death occurs in the immediate family of an Employee, the Employee shall be granted special leave including the day of the death and five (5) consecutive calendar days thereafter and shall be paid for the tour of duty the Employee would normally be scheduled to work during the five (5) days leave if the death had not occurred. The immediate family is defined as father, mother, guardian, step-parent, sister, brother, spouse, son, daughter, father-in-law, mother-in-law, grandchild, grandparent, common-law-partner and their children and same sex partner.

17.02 Relatives

- a) Where eight (8) hour shifts apply, every employee shall be entitled to one (1) days leave with pay in the event of the death of a brother-in-law, sister-in-law, an aunt, uncle, niece, nephew, great-uncle, great-aunt, great grand parent or any other person who resides with the employee or with whom the employee resides.
- b) Where twelve (12) hour shifts apply, every employee shall be entitled to one (1) days leave with a maximum of eight (8) hours pay in the event of the death of a brother-in-law, sister-in-law, an aunt, uncle, niece, nephew, great-uncle, great-aunt, great grand parent or any other person who resides with the employee or with whom the employee resides.

17.03 Bereavement Leave Eligibility

- a) An employee who would be on leave of absence other than bereavement leave shall not be eligible for bereavement leave with pay. In the event of

bereavement, during the employee's vacation, said bereavement leave shall be substituted for vacation during this period of time.

- b) An employee on sick leave with pay shall not be eligible for bereavement leave with pay.

ARTICLE 18 – PREGNANCY, ADOPTION AND PARENTAL LEAVE

18.01 Pregnancy/Birth Leave

- a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- b) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

18.02 Pregnancy Leave Notice

- a) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date the Employee intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
 - i) by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases the Employee will provide as much advance notice of the revised start date of the leave as is possible; or,
 - ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
 - iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.

- b) Where notice as required under Article 18.02(a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.

18.03 No Termination

The Employer shall not terminate the employment of an employee because of the Employee's pregnancy.

18.04 Pregnancy Leave - Employer Requirement

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

18.05 Pregnancy Sick Leave

Leave for illness of an employee arising out of or associated with an employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.01, may be granted sick leave in accordance with the provisions of Article 16.01.

18.06 Parental Leave and Child Birth

- a) The parental leave of an employee who has taken pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave,
 - i) shall begin immediately upon completion of the pregnancy leave, without the Employee's returning to work; and
 - ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee's giving four (4) weeks' notice of the date upon which the leave will end.
- b) The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 18.06(a),
 - i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and

- ii) shall end not later than thirty-five (35) weeks after the parental leave began and in any case, no later than fifty two (52) weeks after the child or children first arrive in the Employee's home.

18.07 Parental Leave and Adoption

An employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:

- a) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
- b) shall end not later than fifty-two (52) weeks after the leave began.

18.08 Pregnancy/Parental Leave Deferral

If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

18.09 Return to Work

When an employee reports for work upon the expiration of pregnancy and/or parental leaves, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated in a comparable position within the site with not less than the same wages and benefits, with no loss of benefits accrued to the commencement of the leave.

18.10 Service and Seniority Continuation

While on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.

18.11 Group Benefit Plan Continuation

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

18.12 Day of Birth or Adoption

Where an employee's spouse gives birth to a child or when an adopted child arrives in the Employee's home, the Employee shall be granted special leave without loss of regular pay up to a maximum of twelve (12) scheduled hours during the confinement of the mother or the date of the child's arrival.

18.13 Pregnancy Leave Allowance

- a) An Employee entitled to pregnancy/birth leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is 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.)
- b) In respect to the period of pregnancy leave, payments made according to the S.E.B) Plan will consist of the following:
 - i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E) I) benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
 - ii) 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 her 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.
- c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Employee is entitled for her classification on the date immediately preceding the commencement of her 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 averaged over the preceding twenty-six (26) weeks by the regularly schedule full-time hours of work for the Employee's classification.
- d) 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.

- e) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1.5X) times the maximum yearly insurable earnings under the Employment Insurance Act.
- f) The Pregnancy Leave Allowance is not applicable to a Casual Employee

18.14 Adoption Leave Allowance

- a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that s/he has applied for and is 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.
- b) In respect to the period of parental or adoption leave, payments made according to the SEB Plan will consist of the following:
 - i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E.I.) benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
 - ii) 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 her/his 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.
- c) 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 her/his classification on the day immediately preceding the commence 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.
- d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.

- e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1.5X) times the maximum yearly insurable earnings under the Employment Insurance Act.
- f) The Adoption Leave Allowance is not applicable to a Casual Employee.

ARTICLE 19 – COURT LEAVE

19.01 Court Leave

Leave of absence with pay shall be given to every employee who is required:

- a) to serve on a jury;
- b) by subpoena or summon to attend as a witness in any proceeding held in or under the authority of a court or before an arbitrator or a person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it. The employer may require proof of a valid subpoena or summon to approve the leave; and
- c) any employee given a leave of absence with pay to serve pursuant to provisions of this Article shall have deducted from her salary an amount equal to the amount that the employee receives for such duty.

ARTICLE 20 – LEAVE OF ABSENCES

20.01 Personal Leave of Absence

Subject to operational requirements, and upon reasonable notice to the employer, the employer may grant a leave of absence with or without pay for personal reasons. When an employee returns to work after being on leave of absence, the employee shall resume work in the position held by the employee immediately before the leave began or where that position is eliminated in a comparable position within the site with not less than the same wages and benefits, with no loss of benefits accrued to the commencement of the leave.

20.02 Union Leaves

Subject to operational requirements, and upon reasonable notice to the employer, the employer will grant a leave of absence with continuation of pay for employees to attend union functions outside Highland Manor. Where union leaves are provided with continuation of pay, the employer shall invoice its cost

to the union and the union shall pay the amount of the invoice on a monthly basis.

ARTICLE 21 – GENERAL AND MISCELLANEOUS

21.01 Orientation

The employer will provide an orientation period with pay for newly hired employees or employees who change classifications. Such orientation program shall be defined by the employer and shall cover essential information, procedures, and routines to the satisfaction of the department head. Employees may be required to attend orientation as part of their employment responsibilities.

21.02 Posting of Information

All information received by the employer regarding workshops, seminars and training, etc., will be posted for the information of employees in all departments. When requiring employees to attend such events, the employer will act fairly and give due regard to the seniority of interested employees. Those required to attend shall not suffer any loss of wages or other benefits as a result thereof.

21.03 Paid Education Leave (PEL)

The employer agrees to pay a yearly lump sum payment of four hundred dollars (\$400.00) for the purpose of providing "Paid Education Leave (PEL)". Said leave will be for the purpose of upgrading the employees skills in all aspects of Trade Union functions. Such money shall be paid by November 1st of each year and sent to the CAW Paid Education Leave Program, RR#1, Port Elgin, Ontario N0H 2C5. The employer further agrees that members of the local union selected by the union to attend, will be granted leave without pay for twenty (20) days class time, plus travel time. Said leave to be intermittent over a twelve (12) month period. An employee on leave will continue to accrue seniority and benefits during such leave.

21.04 Occupational Health and Safety

The employer will adhere to the requirements of the Nova Scotia Occupational Health and Safety Act. First Aid Kits will be supplied by the employer and kept within the working area and each kit will be checked and replenished on a monthly basis.

21.05 Termination of Employment

Four (4) weeks written notice shall be given regarding termination of employment by either the employer or employees, unless mutually satisfactory arrangements

are made. Provided such notice is given, an employee shall receive accrued credits and any other pay owing on the effective days of termination.

21.06 Printing of Collective Agreement

The union and the employer shall share equally the responsibility for the cost and the process of printing the Collective Agreement in sufficient numbers so that all employees are able to obtain a copy

21.07 Employment Security

The Employer will not "Contract Out" work that is normally performed by the Bargaining Unit members.

21.08 Benefit Plan

The current benefit plans will remain in effect during the life of the Agreement. The cost share arrangement for the medical benefit plan shall be at the rate of sixty-five percent (65%) for the employer and thirty-five percent (35%) for the employee.

21.09 Pension Plan

The parties agree to participate in the NSHEPP defined pension benefit plan.

21.10 Personnel Files

Where the matter does not involve resident abuse or criminal conduct in the workplace, the employee may request that disciplinary letters be removed from the employee's Personnel File after twenty-four (24) months. Where such a request is made to the employer, and no other similar disciplinary entry has been made to the file in the twenty-four (24) month period, the employer shall remove the disciplinary letter from the employee's Personnel File.

21.11 Education Upgrades

Where an employee is required by the employer to engage in an education course to maintain employment with the employer, the employer shall ensure that there is no loss of pay to meet the requirement, and shall reimburse the employee for approved expenses to complete the course. This provision shall not apply to courses and training required for an employee to maintain the validity of professional certifications or licenses.

21.12 Uniform Allowance

In October of each year, the employer will pay a uniform allowance of twenty-five dollars (\$25.00) per year to each Full-Time and Part-Time employee.

ARTICLE 22 – DURATION OF AGREEMENT

22.01 Duration of Agreement

This Agreement shall remain in full force and effect from November 1st, 2011 and up to and including October 31st, 2014 and shall be renewed automatically from year to year thereafter unless one of the parties gives the other party at least sixty (60) days notice in writing of its intention to seek amendments and/or revisions to this Agreement.

22.02 Retroactivity

Wages will be retroactive as set out in Appendix "A". Except as specifically provided otherwise in the language of the Agreement, all other provisions of this Collective Agreement take effect on the date of ratification by Local 4600 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW – Canada), and remain in effect for the term of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by the hand of their duly authorized officers, this 9th day May of 2013.

FOR CAW Canada LOCAL 4600

FOR THE EMPLOYER

Wayne MacPherson Pres.

Ruby Tucker

Anna Ashbel
Joan Taylor

[Signature]

x JB Vassallo

Joan Taylor

APPENDIX "A"
WAGES
(Hourly Rate determined by 2080 hours)

CCA / PCW with certificate		Start	Year 1	Year 2	Year 3	Year 4
Oct. 31, 2011 <i>(expired)</i>	<i>Annual</i>	31,642	32,275	32,915	33,541	34,166
	<i>Hourly</i>	15.21	15.52	15.82	16.13	16.43
Nov. 01, 2011 <i>(+ 2%)</i>	<i>Annual</i>	32,275	32,921	33,573	34,211	34,849
	<i>Hourly</i>	15.52	15.83	16.14	16.45	16.75
Nov. 01, 2012 <i>(+ 2.5%)</i>	<i>Annual</i>	33,082	33,744	34,413	35,067	35,721
	<i>Hourly</i>	15.90	16.22	16.54	16.86	17.17
Nov. 01, 2013 <i>(+ 3%)</i>	<i>Annual</i>	34,074	34,756	35,445	36,119	36,792
	<i>Hourly</i>	16.38	16.71	17.04	17.36	17.69

LPN		Start	Year 1	Year 2	Year 3	Year 25 <i>see MOA</i>
Oct. 31, 2011 <i>(expired)</i>	<i>Annual</i>	42,721	43,699	44,644	45,881	
	<i>Hourly</i>	20.54	21.01	21.46	22.06	
Nov. 01, 2011 <i>(+ 2%)</i>	<i>Annual</i>	43,575	44,573	45,537	46,799	
	<i>Hourly</i>	20.95	21.43	21.89	22.50	
Nov. 01, 2012 <i>(+ 2.5%)</i>	<i>Annual</i>	44,665	45,687	46,675	47,969	49,648
	<i>Hourly</i>	21.47	21.97	22.44	23.06	23.87
Nov. 01, 2013 <i>(+ 3%)</i>	<i>Annual</i>	46,004	47,058	48,075	49,408	51,137
	<i>Hourly</i>	22.12	22.62	23.11	23.75	24.59

APPENDIX "A" (continued)
(Hourly Rate determined by 2080 hours)

Cook		Oct. 31, 2011 (expired)	Nov. 01, 2011 (+ 2%)	Nov. 01, 2012 (+ 2.5%)	Nov. 01, 2013 (+ 3%)
Probationary Rate	<i>Annual</i>	34,121	34,803	35,673	36,744
	<i>Hourly</i>	<i>16.40</i>	<i>16.73</i>	<i>17.15</i>	<i>17.67</i>
Start Rate	<i>Annual</i>	34,701	35,395	36,280	37,368
	<i>Hourly</i>	<i>16.68</i>	<i>17.02</i>	<i>17.44</i>	<i>17.97</i>
After 1 year Rate	<i>Annual</i>	35,411	36,119	37,022	38,133
	<i>Hourly</i>	<i>17.02</i>	<i>17.36</i>	<i>17.80</i>	<i>18.33</i>
After 2 years Rate	<i>Annual</i>	37,963	38,722	39,690	40,881
	<i>Hourly</i>	<i>18.25</i>	<i>18.62</i>	<i>19.08</i>	<i>19.65</i>

Cook (Journeyman)		Oct. 31, 2011 (expired)	Nov. 01, 2011 (+ 2%)	Nov. 01, 2012 (+ 2.5%)	Nov. 01, 2013 (+ 3%)
Probationary Rate	<i>Annual</i>	38,259	39,024	40,000	41,200
	<i>Hourly</i>	<i>18.39</i>	<i>18.76</i>	<i>19.23</i>	<i>19.81</i>
Start Rate	<i>Annual</i>	38,909	39,687	40,680	41,900
	<i>Hourly</i>	<i>18.71</i>	<i>19.08</i>	<i>19.56</i>	<i>20.14</i>
After 1 year Rate	<i>Annual</i>	40,044	40,845	41,866	43,122
	<i>Hourly</i>	<i>19.25</i>	<i>19.64</i>	<i>20.13</i>	<i>20.73</i>
After 1 year Rate	<i>Annual</i>	41,487	42,317	43,375	44,676
	<i>Hourly</i>	<i>19.95</i>	<i>20.34</i>	<i>20.85</i>	<i>21.48</i>

APPENDIX "A" (continued)
(Hourly Rate determined by 2080 hours)

Food Service Worker (Dietary Helper)		Oct. 31, 2011 (expired)	Nov. 01, 2011 (+ 2%)	Nov. 01, 2012 (+ 2.5%)	Nov. 01, 2013 (+ 3%)
Probationary Rate	<i>Annual</i>	27,239	27,784	28,479	29,333
	<i>Hourly</i>	13.10	13.36	13.69	14.10
Start Rate	<i>Annual</i>	27,702	28,256	28,963	29,832
	<i>Hourly</i>	13.32	13.58	13.92	14.34
After 1 year Rate	<i>Annual</i>	28,965	29,545	30,283	31,192
	<i>Hourly</i>	13.93	14.20	14.56	15.00
After 2 years Rate	<i>Annual</i>	30,077	30,679	31,446	32,389
	<i>Hourly</i>	14.46	14.75	15.12	15.57

General Worker (Housekeeper)		Oct. 31, 2011 (expired)	Nov. 01, 2011 (+ 2%)	Nov. 01, 2012 (+ 2.5%)	Nov. 01, 2013 (+ 3%)
Probationary Rate	<i>Annual</i>	27,239	27,784	28,479	29,333
	<i>Hourly</i>	13.10	13.36	13.69	14.10
Start Rate	<i>Annual</i>	27,702	28,256	28,963	29,832
	<i>Hourly</i>	13.32	13.58	13.92	14.34
After 1 year Rate	<i>Annual</i>	28,965	29,545	30,283	31,192
	<i>Hourly</i>	13.93	14.20	14.56	15.00
After 2 years Rate	<i>Annual</i>	30,077	30,679	31,446	32,389
	<i>Hourly</i>	14.46	14.75	15.12	15.57

Maintenance Worker		Oct. 31, 2011 (expired)	Nov. 01, 2011 (+ 2%)	Nov. 01, 2012 (+ 2.5%)	Nov. 01, 2013 (+ 3%)
Probationary Rate	<i>Annual</i>	38,382	39,149	40,128	41,332
	<i>Hourly</i>	18.45	18.82	19.29	19.87
Regular Rate	<i>Annual</i>	39,034	39,815	40,810	42,035
	<i>Hourly</i>	18.77	19.14	19.62	20.21

**MEMORANDUM OF AGREEMENT
All 12 Hours Shifts**

THIS MEMORANDUM OF AGREEMENT (hereinafter called the "All twelve (12) hours shifts - Memorandum of Agreement") signed in duplicate;

BETWEEN: Highland Manor Nursing Home for Special Care

AND: Local 4600 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (Caw - Canada)

WHEREAS the Local 4600 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (Caw - Canada) (hereinafter referred to as "**the Union**") and the Highland Manor Nursing Home for Special Care (hereinafter referred to as "**the Employer**") have entered into a Collective Agreement effective October 2007 and expiring October, 2010 (hereinafter referred to as "**the Collective Agreement**");

AND WHEREAS the Union and the Employer, (hereinafter referred to as "**the Parties**") by these presents intend to modify particular provisions of the Collective Agreement in order to define schedules that accommodate all twelve (12) hours shifts;

AND WHEREAS it is necessary to redefine certain provisions to accommodate the implementation of all twelve (12) hours shifts since 40 hours weekly and 80 hours bi-weekly are not divisible evenly by 12 hour shifts;

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

Section 1: Amended Articles of the Agreement

The following specific numbered clauses of the Agreement shall be replaced where an existing corresponding Article number exists in the Agreement or added where a corresponding Article number does not exist in the Agreement with the following Articles:

10.01 Normal Hours of Work

- a) The Normal daily hours of work, inclusive of a thirty (30) minute meal period, shall be eight (8) consecutive hours per day. The normal days per week shall be five (5) days per week.
- b) Where twelve (12) hour shifts are implemented, the daily hours of work shall consist of eight (8) consecutive hours per day or twelve (12) consecutive hours per day or a combination of eight (8) and twelve (12) consecutive hours per day that averages up to eighty (80) hours bi-weekly.
- c) Where all twelve (12) hour shifts are implemented, the daily hours of work shall consist of

twelve (12) consecutive hours per day that averages up to eighty-four (84) hours bi-weekly.

10.03 Overtime Defined

- a) Where eight (8) hour shifts apply, all time worked in excess of eighty (80) hours bi-weekly or eight (8) hours per day shall be considered as overtime.
- b) Where twelve (12) hour shifts are implemented, all time worked in excess of eighty (80) hours bi-weekly or twelve (12) hours per day shall be considered overtime.
- b) Where all twelve (12) hour shifts are implemented, all time worked in excess of eighty-four (84) hours bi-weekly or twelve (12) hours per day shall be considered overtime.
- c) Overtime periods of less than fifteen (15) minutes need not be recorded or paid for. However, authorized overtime periods in excess of fifteen (15) minutes shall be paid for in full

10.11 Available Work for Part-time Employees

Any scheduled work for which the scheduled employee is not available will be offered to part-time employees who have demonstrated their availability. This work which is additional to the regular shifts will be paid for all hours worked at the straight time rate up to eighty-four (84) hours in a biweekly, at which time the overtime rate set out in Article 10 will apply.

Section 2: Other Provisions of the Collective Agreement

Subject to the aforementioned, all other provisions of the Collective Agreement shall apply.

Section 3: Effective Term of the Memorandum of Agreement

Except as provided in Section 3, this Memorandum of Agreement shall remain in effect for the effective term of the Agreement, or may be renewed by mutual agreement of the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Agreement on the 9th of May, 2013.

FOR THE EMPLOYER

FOR THE UNION





x 







MEMORANDUM OF AGREEMENT
Probationary Rate

THIS MEMORANDUM OF AGREEMENT (hereinafter called the "Probationary Rate - Memorandum of Agreement") signed in triplicate;

BETWEEN: Highland Manor Nursing Home for Special Care

AND: Local 4600 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (Caw - Canada)

WHEREAS the Union and the Employer agree to introduce a Probationary Rate for specific classifications;

AND WHEREAS the Parties agree that this rate shall become effective on October 31, 2011;

AND WHEREAS the Parties agree to a transition when the Probationary Rate comes into effect;

NOW THEREFORE the Parties agree as follows:

Section 1: Probationary Rate

1. Where the existing classification contains one rate of pay, the existing rate shall become the "Probationary Rate" for that classification on October 31, 2011.
2. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
3. Effective, October 31, 2011, Employees who have completed the probationary period shall be paid a rate that is 1.7% higher than the Probationary Rate.
4. Where the existing classification contains more than one step, the existing entry rate shall become the Probationary Rate for that classification.
5. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
6. Effective, October 31, 2011, the steps of the wage scales in Appendix "A" shall be increased by 1.7%.
7. Employees who have completed the probationary period shall be placed on the same step of the wage scale.

8. This Probationary Rate Memorandum of Agreement applies to all classifications with the exception of the following:


- a) Licensed Practical Nurses (LPNs)
- b) Continuing Care Assistants (CCAs)
- c) Personal Care Workers (PCWs)
- d) Any classifications red-circled during the matching exercise that was completed during the last collective agreement.

Section 2: Effective Term of the Memorandum of Agreement

This Memorandum of Agreement shall become in effect on date of signing and shall remain in effect for the effective term of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Agreement on the 9th of May, 2013.

FOR THE EMPLOYER



x J. B. Dossell

FOR THE UNION

Wayne McPherson Pres.

Ruby Frieber

Anna Ashford

Susan Taylor

MEMORANDUM OF AGREEMENT
Additional Terms of Settlement

THIS MEMORANDUM OF AGREEMENT (hereinafter called the "Additional Terms of Settlement Agreement") signed in triplicate;

BETWEEN: Highland Manor

AND: Local 4620 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (Caw - Canada)

Section 1 - Shift and Weekend Premium Retroactivity

The Employer and the Union agrees that the Shift and Weekend Premiums increases set out in Article of the Collective Agreement shall be paid retroactive to November 1, 2011

Section 2 - LPN 25 year Retention Increment

Effective the date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

Section 3 - Letter of Comfort

The Employer agrees to provide the Union with a letter of comfort setting out its interpretation of protocol regarding the mandatory attendance of employees to training or courses during off hours of work.

Section 4 - Notices Provided

- (a) The Union provides notice that it will apply article 10.09 "Notice of Change of Shift" as written.

- (b) The Employer provides notice that it will apply article 21.08 "Benefit Plan" by dropping any improvements to the plan that was not part of the existing Benefit Plan.

IN WITNESS WHEREOF the Parties hereto have executed this Tentative Framework Agreement on the 9th day of May, 2013.

FOR THE EMPLOYER

FOR THE UNION







