

ORIGINAL

COLLECTIVE AGREEMENT

NORTHSIDE COMMUNITY GUEST HOME

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1876**

(Effective from November 1, 2014 to October 31, 2020)

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THIS AGREEMENT effective from **November 1, 2014 to October 31, 2020.**

BETWEEN: **NORTHSIDE COMMUNITY GUEST HOME SOCIETY,**
owned and operated by Northside Community Guest Home
Society, herein after referred to as the "Employer or Board",

(Party of the First Part)

AND **NORTHSIDE COMMUNITY GUEST HOME EMPLOYEES**
UNION, LOCAL 1876, chartered by the Canadian Union of
Public Employees or its successors, and affiliated with the
Canadian Labour Congress, duly constituted as a Trade
Union under the Trade Union Act, having its office at Sydney,
Nova Scotia, in the County of Cape Breton, herein after
referred to as the "Union",

(Party of the Second Part)

PREAMBLE

Recognizing that the common objective of the employer and employees is the rendering of the best possible care to the guests of the Home within the bounds of resources available and the common dependence of the employer and its employees upon the welfare of the Guest Home as a whole, and recognizing further that a relationship of good will and mutual respect between the employer and the employees contribute greatly to the maintenance and increase of that welfare, the parties to this agreement have joined together in the following agreement:

ARTICLE 1 - PURPOSE

1:01 The purpose of this agreement is to promote and maintain harmonious relations between the employer and its employees, to define more clearly wages and conditions of employment which shall obtain between the employer and employees; to provide an amicable method of settling grievances or differences which may arise from time to time; to provide for the carrying on of the care of the employer's guests under methods which will further to the fullest extent possible the welfare of those guests and the safety and welfare of the employees, together with efficiency and economy of operation. It is recognized by this agreement to be

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2:01** The management of the employer's business and the employment, direction and supervision of the employees, including transfer, promotion, layoff, suspension and discharge for just cause, is vested in the employer, subject to the provisions of this agreement.
- 2:02** It shall be the right of management to make regulations as to conduct and personal appearance of all employees during working hours. Failure to abide by such regulations shall be a matter of discussion between management and the union Grievance Committee for a first offence. Subsequent offenses shall be subject to discipline by management in the form of suspension or discharge at the discretion of management.
- 2:03** Cases of disagreement will be dealt with in accordance with Article 12 of this agreement (Grievance Procedure).

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3:01 Bargaining Unit

The employer recognizes that the Canadian Union of Public Employees and its Local 1876 is the sole and exclusive collective bargaining agent for all of its employees save and except the Administrator, Director of Nursing, Registered Nurses, Licensed Practical Nurses, Office Employees, Dietary Supervisor, Maintenance Supervisor, Housekeeping Supervisor, Activity Planner, Assistant Director of Resident Care, Education Co-Ordinator and hereby agrees to negotiate with the union, or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- 3:02** Should a new classification within the bargaining unit be created during the term of this agreement, management and union shall meet and decide on the rate and designation.
- 3:03** No employee shall be asked or permitted to make any verbal or written agreement (WITH THE EMPLOYER) which may conflict with the terms of this agreement.

3:04 Wages, hours of work and conditions of employment are recognized to be matters of agreement between the parties subject to the provisions of this agreement.

ARTICLE 4 - DEFINITIONS

4:01 A "**PERMANENT EMPLOYEE**" is one who has been in the employ of the Guest Home on a regularly scheduled basis and in the bargaining unit covered by this agreement for sixty (60) scheduled and worked days.

4:02 A "**PROBATIONARY EMPLOYEE**" is one who has been in the employ of the Guest Home in the bargaining unit covered by this agreement for six hundred forty (640) worked hours or nine (9) months from date of hire, whichever is less and may be dismissed at any time during the probationary period without recourse to the Grievance Procedure but all other benefits of this agreement, except the seniority provisions, shall be applicable. After completion of this period seniority shall be carried from the most recent date of hire.

4:03 A "**REGULAR FULL-TIME EMPLOYEE**" is one who is employed on a regular scheduled basis to work the normal hours of work prescribed in Article 17:01 of this agreement.

4:04 A "**REGULAR PART-TIME EMPLOYEE**" is one who is employed to work regularly scheduled shifts on a continuing basis, but one who is employed to work less than the schedule of a full-time employee as defined in Article 4:03. All benefits in this agreement apply to such employees on a pro rata to time worked basis. Subject to Appendix "B", part time employees may choose to be called to work casual shifts. Regular part-time employees cannot access sick time for unscheduled shifts.

4:05 A "**TEMPORARY FULL-TIME EMPLOYEE**" is one who is employed for a designated period in excess of ten (10) consecutive working days. A seniority list as compiled by the Administrator and up-to-date as of March 31st, shall constitute the seniority list among this category for the following calendar year and shall be posted by April 30th and sent to the union. All other benefits shall be calculated on a pro rata basis.

4:06 A "**PART-TIME EMPLOYEE**" is one who works on a day-to-day basis and not on a scheduled basis. All benefits of this agreement apply to a part-time employee on a pro rata basis, unless otherwise specified. Part-time employees cannot access sick time for unscheduled shifts.

4:07 A "**CASUAL EMPLOYEE**" is one who works on a day-to-day basis but does not work on a scheduled basis. Benefits of this agreement except wages do not

apply to casual employee. Once a casual employee works 120 (one-hundred and twenty) shift, they shall be reclassified as a part-time employee as described in Article 4:06.

4:08 "EMPLOYEE" hereinafter referred to does not include a casual employee unless otherwise specified.

4:09 "CASUAL" or "PART-TIME" staff members who, within a two (2) week period, refuse three (3) call-in shifts, will have employment terminated.

Regular Part-time and Part-time employees will be subject to the terms outlined in Appendix 'B' forming part of this Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

5:01 The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sexual orientation, sex or marital status, nor by reason of their membership or activity in a Trade Union.

5:02 Cases of harassment shall be considered discriminatory and shall be eligible to be processed as a grievance.

ARTICLE 6 – UNION RECOGNITION

6:01 All employees shall, as a condition of continuing employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees shall, as a condition of continuing employment, become and remain members in good standing of the Union upon commencement of employment with the Employer.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7:01 Check-Off Payments

The employer shall, upon notification from the union, deduct from every employee any dues, initiation fees and assessments levied, in accordance with the Union Constitution and By-Laws.

7:02 DEDUCTIONS

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary Treasurer, Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, and a list of dues deducted by payroll copied to the Local Secretary Treasurer, not later than the 15th day of the month following, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

8:01 NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-off. The Employer shall supply the new employee with a copy of the Collective Agreement.

8:02 The Union will be allowed a period of fifteen (15) minutes with no loss of regular pay during or following the orientation program to meet with new Bargaining Unit members.

ARTICLE 9 - CORRESPONDENCE

9:01 CORRESPONDENCE

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Administrator and the President of the union. It is agreed that copies of all such correspondence shall be provided to the National Representative of C.U.P.E.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10:01 A Labour Management Relations Committee shall be established consisting of three (3) representatives of the union and three (3) representatives of the employer. The Committee shall receive the full support of both parties to this agreement in the interest of maximum care of the guests and welfare of the employees.

10:02 The Committee shall not have jurisdiction over wages or any other matter 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 the employer and does not have the power to bind either the union or its members or the employer to any decision or conclusions reached at their discussions. The Committee shall have the power to make recommendations to the union and the employer with respect to its discussions and conclusions.

10:03 This Committee shall meet not less than three (3) times a year although more frequent meetings may be held by mutual agreement.

10:04 CHAIRPERSON OF THE MEETING

An employer and a union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

10:05 MINUTES OF MEETING

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The union, the CUPE Representative and the employer shall each receive one (1) signed copy of the minutes within seven (7) days following the meeting.

An agenda of items each party wishes to discuss at Labour Management Committee Meetings shall be forwarded to the other party at least seven (7) days prior to the meeting.

ARTICLE 11 - LABOUR MANAGEMENT BARGAINING RELATIONS

11:01 The employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization of the union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the

spokesperson. In order that this may be carried out, the union will supply the employer with the names of its officers. Likewise, the employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business.

11:02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be elected or appointed and consist of three (3) union members, the President and two (2) members of the union. The union will advise the employer of the union nominees to the Committee. It is agreed that should the Union wish to appoint another member to its bargaining committee, the Union will pay the wages of the fourth employee.

11:03 FUNCTION OF BARGAINING COMMITTEE

The negotiations of a collective agreement shall be the function of this Committee.

11:04 REPRESENTATIVE OF CANADIAN UNION OF PUBLIC EMPLOYEES

The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representative shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance, time to be set with the Administrator or his/her Assistant after making a formal appointment.

11:05 MEETING OF COMMITTEE

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been made in writing.

11:06 TIME OFF FOR MEETING

Subject to Article 11:02, any representative of the union on the Bargaining Committee who is in the employ of the employer, shall have the right to attend meetings in which direct negotiations between the employer and the union take place without loss of remuneration when such meetings are held within working hours.

ARTICLE 12 - GRIEVANCE PROCEDURE

12:01 GRIEVANCE COMMITTEE

The union will appoint and the employer will recognize a Committee of Shop Stewards, one (1) from each department, who are regular employees of the employer, which shall be known as the Grievance Committee, to deal with complaints and grievances. The union shall notify the employer of the appointees to this Committee.

The President, Vice-President, Recording-Secretary and Secretary-Treasurer are also authorized by the Union to represent the Membership.

12:02 DEFINITION OF A GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement.

12:03 PERMISSION TO LEAVE WORK

The employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The union recognizes that each Steward is regularly or part-time employed by the employer and that the Steward will not leave their work during working hours except to perform the Steward's duties under this agreement. No Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld.

12:04 SETTLING OF GRIEVANCES

Alleged grievances shall be dealt with in the following manner:

- (a) The aggrieved employee or employees, with a Shop Steward, shall first discuss the complaint with the Department Head or their replacement within seven (7) calendar days from the incident or when the grievor could have reasonably known of the issues. The Department Head or their replacement shall respond within five (5) calendar days, (excluding Saturday, Sunday and Holidays.) The employer is to notify the Union of the Department Head's replacement.
- (b) If the alleged grievance is not settled within five (5) calendar days, the union shall then refer the grievance, stipulating the article allegedly violated, to the Administrator or their representative. The Administrator shall schedule a

grievance meeting within five (5) days of receipt of the grievance in an attempt to resolve the issues leading to the grievance. The Administrator shall give their decision in writing to the Committee not later than fourteen (14) calendar days following the presentation to the Administrator of the written grievance. If the union is not satisfied with the Administrator's decision they may, within fourteen (14) days, refer the matter to arbitration and advise the Administrator.

(c) It is agreed that the CUPE National Union Representative may act as a member of the Committee at the request of either party.

(d) **VOLUNTARY MEDIATION**

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the parties agree otherwise, Time limits will be suspended during this process.

Any discussions by the parties, or recommendations of the Mediator shall be made without the prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding on either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through Mediation.

(e) If a settlement is not reached in the Steps above, the matter may then be referred to arbitration.

(f) The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or a discipline grievance by the arrangement, which in its opinion it deems just and equitable.

(g) Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator.

(h) An employee, or a group of employees, who work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the Grievance Procedure for preferred handling, by-passing the first step, with copies presented to both the Administrator and the Department Head at the same time. Such grievance shall be filed within seventy-two

(72) hours of the initial occurrence of the event giving rise to such grievance.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13:01** (a) In the event the employer initiates disciplinary action against an employee who has completed the probationary period and which may result in the suspension or discharge of any employee, such employee shall be notified in writing of the action and/or penalty with a copy to the National Representative of C.U.P.E.
- (b) Disclosure will be made upon request from the Union, if after an investigation, the Employer determines discipline to be warranted. Disclosure will be made to ensure the Employee and the Union knows the case to be met.

Employee required to give a statement shall have the right to Union representation.

- 13:02** The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, provided no additional letters of reprimand or adverse reports are written within the eighteen (18) month period for the same or a similar offence.

ARTICLE 14 - SENIORITY

14:01 SENIORITY DEFINED

Seniority is defined as the length of service in the bargaining unit. Where ability, skill and merit are equal, layoffs, recall or promotion to a higher position within the bargaining unit shall be determined on the basis of the seniority of the employees concerned. Seniority shall commence with employment and shall apply after completion of the probationary period.

14:02 SENIORITY LIST

The employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards by April 30th of each year.

14:03 LOSS OF SENIORITY

All employees will continue to accrue seniority rights if an employee is absent from work because of maternity leave, parental leave, adoption leave, workers compensation, sickness, accident, layoff or leave of absence approved by the employer effective on the date of signing. An employee shall only lose seniority in the event:

- 1) The employee is discharged for just cause and is not reinstated.
- 2) The employee resigns, in writing and does not withdraw their resignation within three (3) days.
- 3) The employee fails to return to work within fourteen (14) calendar days following layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of the employee's current address. An employee recalled for casual work or employment of short duration at a time when the employee is employed elsewhere shall not lose their recall rights for refusal to return to work.
- 4) The employee is laid off for a period of longer than two (2) years.
- 5) The employee fails to return to work following a leave of absence on the day set out when the leave was granted.

14:04 Established date of hire is the pro-rated vacation credit seniority acquired by an Employee who moved from part time to full time. It is agreed by both the Employer and the Union that a new date of hire will be established for existing part-time employees effective April 1, 2001 based on time worked seniority. It is also agreed that any hours that would have been scheduled to work when an employee was on an approved leave of absence shall be calculated in determining a date of hire. Anyone hired after April 1, 2001, will have their seniority based on date of hire.

From June 1999, employees who move from part-time to full time will have their vacation entitlement determined by date of hire.

It is understood that any employee who is now full-time and moves to part-time and back to full-time will not pick up extra vacation credits.

An employee who goes from full-time to part-time shall have their vacation entitlement determined by their "established" date of hire.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15:01 JOB POSTINGS

- (a) When a vacancy occurs, or a new position is created within the bargaining unit, the employer shall notify the union in writing and post notice of the position on the employer's main bulletin boards for a minimum of one (1) week. Such notice shall be posted as soon as possible after the employer has knowledge that a vacancy will occur.
- (b) When the Employer is aware of a vacancy in excess of eight (8) weeks, the position shall be posted as a temporary vacancy and shall be filled in accordance with article 14:01 of this agreement. It shall be the responsibility of the incumbent employee to notify the Employer, two (2) weeks prior to return to work.

15:02 INFORMATION ON POSTINGS

Such notice shall contain the following information: nature of position, qualifications required, unit, knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

15:03 OUTSIDE ADVERTISING

Any outside advertisement for any vacancy within the bargaining unit may not be placed before the vacancy is posted within the Guest Home.

15:04 ROLE OF SENIORITY

- (a) In making staff changes, transfers or promotions, the applicant with the greatest seniority and having the required skills, abilities, training and physical qualifications to do the work shall be the successful applicant.
- (b) In vacation and/or holiday replacement or relief, seniority of the regular part-time employee will be considered. The Employer will consider seniority of part-time employees. In filling for leaves of absence, compensation, or sick leave over ten (10) working days, the senior employee on the part-time list shall move into the normal schedule of the employee being replaced. Part-time employees shall be allocated shifts on a seniority basis so that the senior employee receives the greatest number of hours of work except where it interferes with the Regular Part-Time Employee's scheduled weekend off in accordance with Article 17.02.

15:05 The successful applicant, if a present employee, shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. During the Trial period the employee shall retain the option of returning to their former position with the same procedure being followed as outlined above.

15:06 TRAINING COURSES

The employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- type of course (subject and material to be covered);
- time, duration and location of course;
- basic minimum qualifications required for applicants.

The bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. The senior qualified applicant shall be selected provided that they have not participated in a similar training course within the proceeding twelve (12) months. Employees selected for on-the-job training shall suffer no loss of benefits or wages during the training period.

TRAVEL If travel to a course is necessary, Employees will be paid mileage according to Provincial Government rates. Employees will be required to carpool.

MEALS Employees will be given twenty (\$20.00) dollars per day for meals.

TRAINING Should the Department of Health establish minimum qualifications for Personal Care Workers in all nursing homes in Nova Scotia during the term of this agreement, any personal care worker who is unable to meet the qualifications shall be grand-parented, (i.e., retain employment at equivalent salary), provided they have been employed at least half-time for a minimum of one year.

15:07 The Employer will consult with the Union as to any changes to job descriptions through labour management meetings.

ARTICLE 16 - LAYOFFS AND RECALLS

16:01 ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their seniority.

16:02 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority and ability to do the job. An employee shall have three (3) days from the date of recall to accept recall.

16:03 NO NEW EMPLOYEES

No new employees shall be hired until those laid off have been given an opportunity of recall.

16:04 ADVANCE NOTICE OF LAYOFF

The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article and for which the employee has been scheduled to work, the employee shall be paid for the days for which work was not made available.

ARTICLE 17 - HOURS OF WORK

17:01 NORMAL HOURS OF WORK

Normal hours of work shall consist of five eight (8) hour shifts. Inclusive in an eight (8) hour shift shall be one thirty (30) minute meal period, the time of which shall be determined by the employer. The normal days per week shall be five (5) days with a week being the period from midnight Saturday to midnight Saturday.

17:02 DAYS OFF

The employer agrees to schedule work shifts so that there will be no broken shifts for regular employees.

Unless mutually agreed between the Employee and the Employer that the Employee wishes to work additional weekends, the Employer shall subject to operational feasibility grant weekends as follows:

Full-Time Employees will be granted two (2) weekends off in four (4) weekends.

Regular Part-Time Employees may be required to work three (3) weekends in four (4) weekends.

Weekends may be affected during the Christmas schedule pursuant to Article 21:04.

17:03 WORKING SCHEDULE

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 cover a period of four (4) weeks. A copy shall be made available, upon request, to the Secretary of the union.

17:04 BREAK PERIOD

All employees shall be permitted a fifteen (15) minute rest period in both the first half and the second half of a shift in an area made available by the employer.

17:05 CCAs agree to maintain nursing coverage during shift change.

ARTICLE 18 - OVERTIME

18:01 OVERTIME DEFINED

All overtime worked outside the normal work day (eight (8) hours) or the normal work week (forty (40) hours) shall be considered as overtime. Overtime periods of less than fifteen (15) minutes need not be recorded or paid for, however, overtime periods in excess of fifteen (15) minutes shall be paid for in full.

18:02 OVERTIME RATES

Overtime rates shall apply for work as follows:

- a) ON A REGULAR WORK DAY - time and one-half after eight (8) hours any one (1) day or shift.
- b) ON A REGULARLY SCHEDULED DAY OFF - time and one-half for time worked.

- c) ON A HOLIDAY WHEN THE EMPLOYEE WAS NOT SCHEDULED TO WORK - time and one-half for time worked, plus lieu day off with pay.
- d) All employees will be entitled to time and one-half for holidays worked. N.B. This article applies to scheduled and non-scheduled shifts.

18:03 NO LAYOFF TO COMPENSATE FOR OVERTIME

Employees shall not be required to layoff during regular hours to equalize any overtime worked except by mutual agreement between the employee and the employer. If time off is taken, it shall be at the rate of one and one half (1 1/2) hours off. If the employee chooses payment or if the overtime lieu bank is in excess of forty (40) hours, overtime, shall be paid out on a quarterly basis at the rate of time and one-half (1 ½) for all hours worked.

Any Employee who at the time of signing of the collective agreement maintains a bank of more than 40 hours will be allowed to maintain their current level but will be continually paid out for all overtime hours worked until their bank goes below 40 hours.

18:04 SHARING OF OVERTIME

Overtime and call back time will be divided equitably among the employees.

18:05 MINIMUM CALL BACK TIME

A full-time employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

18:06 NOTICE OF CHANGE OF SHIFT

Forty-eight (48) hours notice shall be given before change of shift, except in emergencies.

ARTICLE 19 - VACATIONS

19:01 All employees shall be entitled to the following vacations:

Fifteen (15) working days after one (1) year continuous service.

Twenty (20) working days after ten (10) years continuous service.

Twenty-five (25) working days after eighteen (18) years continuous service.

Employees after thirty (30) years shall be entitled to one additional day's vacation for each year worked to a maximum of five (5) days.

19:02 PART-TIME EMPLOYEES

Part-time employees will be entitled to vacation in time, time with money, or in money to be at the employee's choice.

19:03 Six (6%) percent after one (1) year continuous service. Eight (8%) percent after twelve (12) years continuous service. Any holiday listed in Article 21, falling during an employee's vacation, shall be added to the employee's vacation credits.

19:04 Vacations shall be scheduled in a manner that least interferes with the operation of the Employer's business. Preference for vacation time will be on the basis of seniority of the employee within each department and vacations shall be taken in the year in which they become due. Once granted, vacation cannot be displaced based on seniority. Vacation will be granted in a minimum of one day increments except that employees may take up to four ½ shift vacation increments (4 hour minimum). Vacation will not be granted between December 22nd and January 4th.

19:05 If an employee leaves the service of the employer for any reason whatsoever, the employee shall be paid the amount due them for vacation calculated on a pro-rated basis retroactive to the anniversary date of the employee's commencement of employment in the year in which the employee leaves.

19:06 An employee shall receive their vacation pay on the last pay period preceding the employee's vacation provided the employee gives two (2) weeks notice in writing to the Bookkeeper.

19:07 A vacation list will be posted from February 15th to March 15th for the period from May 1st to December 22nd, during which time employees shall indicate their preferences. Failing to do so, after March 15th seniority will not be the determining factor. Employer to respond in writing by April 15.

A second vacation list will be posted from September 15th to October 15th for the period from January 4th to April 30th, during which time employees shall indicate their preferences. Failing to do so, after October 15th seniority will not be the determining factor. Employer to respond in writing by November 15.

19:08 If an employee becomes hospitalized while on vacation they will be entitled to revert to sick leave and to take their remaining vacation days at another mutually agreeable time. It is understood that employees who have to revert to sick time

from vacation may do so as long as there is sick time accrual.

ARTICLE 20 - SICK LEAVE (SUBJECT TO APPENDIX "A")

- 20:01 (a)** The employer agrees that eighteen (18) sick days per year will be allowed each regular employee (pro-rated for regular part-time). This paid sick leave may accumulate at the rate of one and one-half (1 1/2) days per month until a maximum of one hundred and twenty-five (125) days has been reached. The first two (2) occasions in each year, employees will be fully paid for any sick leave if they have accumulation. The third (3rd) or any subsequent period of illness shall not be compensable for the first day of such illness. Management reserves the right to request a medical certificate.

The employee agrees to notify the employer if there is a delay in obtaining medical information. Notwithstanding the 1st day of the 3rd or subsequent illness, and with sufficient notice to the employer, pay for those days after the 1st day shall not be unreasonably withheld.

- (b) Part-time employees shall earn sick time at the rate of one (1) day per month (pro-rated) until a maximum of one hundred and twenty-five (125) days have been reached. Once per year a part-time employee shall receive full payment for their first illness provided they were scheduled work shifts. Any subsequent period of illness, shall not be compensated for their first day.

The employee agrees to notify the employer if there is a delay in obtaining medical information. Notwithstanding the 1st day of the 2nd or subsequent illness, and with sufficient notice to the employer, pay for those days after the 1st day shall not be unreasonably withheld.

- 20:02** An employee may also accumulate an additional twenty-five (25) sick leave days in the following manner:

If no sick days are taken during a calendar year - five (5) days.

If one (1) sick day is taken during the calendar year - four (4) days.

If two (2) sick days are taken during a calendar year - three (3) days.

If three (3) sick days are taken during a calendar year - two (2) days.

If four (4) sick days are taken during a calendar year - one (1) day.

In no event shall an employee's total accumulative sick leave exceed one hundred and twenty-five (125) days.

20:03 If there is a cost to the employee for a medical certificate, it will be paid for by the Employer.

ARTICLE 21 - HOLIDAYS

21:01 PAID HOLIDAYS

The employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Second Monday in June	

Plus any statutory holiday declared by the Government of Canada or the Government of the Province of Nova Scotia.

Part-time/Casual employee's holidays will be pro-rated. Part-time/Casual employees will have the option to take pro-rated pay on March 31 or equivalent in days off by March 31 the following year.

21:02 When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the employer, or by mutual agreement, a day's pay in lieu thereof. If an employee chooses to take the holiday instead of pay, it must be taken within thirty (30) days after which the employee will be paid for the holiday.

21:03 In order that an employee may qualify for holiday benefits they must have worked their last scheduled shift prior to and the next scheduled shift following the scheduled holiday. An employee absent because of bona fide illness or injury shall be eligible for the holiday provided that the illness or injury is reported to the head of the department or the employee's supervisor.

21:04 (a) Holidays falling within the period of December 24th and January 1st shall be granted on a seniority basis among the full-time staff hired prior to June

1999. In no event may an employee evoke his or her seniority to secure both Christmas and New Year's Day off.

For all employees hired after June 1999, Management will schedule either Christmas or New Year's Day off according to the needs of the Home, wherever possible. If an employee works Christmas in one year they will receive New Years Holidays the following year.

It is understood that full-time employees who are grand-parented will be subject to the same procedure as outlined below.

- (b) Excepting Christmas and New Year's Day which are granted in accordance with (a), Holidays falling within the periods of December 24 and January 1 will be granted, whenever possible according to the needs of the Home, on a seniority basis among the full-time and part-time and regular part-time staff.

A holiday list will be posted October 1 - 15th during which time employees shall indicate their preference. Failing to do so, after October 15th the Department Supervisor shall determine the holiday schedule and seniority shall not be the determining factor.

The schedule for the Holiday period will be posted November 15th.

- (c) Notwithstanding Article 15.05 (b), in the event that shifts arise after the posting of the schedule for the Holiday period on Christmas day or New Year's, those shifts will be filled in reverse order of seniority.

21:05 BANKING HOLIDAY

It has been agreed that employees will be able to bank five holidays provided they are taken by March 31 of each year. It is understood the banked holidays are not to be taken in July, August or over Christmas, which is from December 23rd to January 2nd.

ARTICLE 22 - LEAVE OF ABSENCE

22:01 LEAVE OF ABSENCE

Subject to the requirements of the employer, leave of absence without pay may be arranged by mutual consent between the parties to this agreement for union business, medical attention, or for any other good reason up to three (3) months. The employee must reapply within the three (3) months for a further extension of

three (3) months. With the exception of leaves for medical attention in no case shall the leave exceed one (1) year.

22:02 PREGNANCY, PARENTAL AND ADOPTION LEAVE

Employees shall be entitled to Pregnancy, Parental and Adoption Leave in accordance with the *Labour Standards Code*, as may be amended from time to time.

22:03 BEREAVEMENT LEAVE

- (a) If a death occurs in the immediate family of an employee when said employee is at work, then said employee shall be granted bereavement leave with pay for the remainder of the employee's tour of duty for that day. If a death in the immediate family of an employee occurs, said employee shall be granted five (5) consecutive days leave of absence effective midnight following the death and shall be paid for tours of duty the employee would normally be scheduled to work during the five (5) consecutive days if the death had not occurred. Two (2) additional days if death occurs outside Cape Breton without pay.
- (b) An employee when for any reason other than bereavement leave would not be considered to be at work, if a death in the immediate family should occur, shall not be eligible for bereavement leave with pay.
- (c) For the purpose of ascertaining bereavement leave with pay, the members of an employee's immediate family shall include: father, mother, sister, brother (including step relationships), husband, wife, common-law partner, son, daughter (including step relationships), mother-in-law, father-in-law, and grandchildren. Two (2) days bereavement leave with pay shall be granted for grandparents, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- (d) In the event that an employee is entitled to bereavement leave while on their vacation or holidays, the leave days for bereavement will be added to the employee's vacation entitlement with the additional time to be taken at a time approved by the employer.

22:04 PAID EDUCATION LEAVE

- (a) The employer agrees to deduct from each employee's salary one cent (.01) per hour per employee for all compensated hours worked for the purpose of providing paid leave for union training. Such monies are to be paid on a quarterly basis into a trust fund established by the Canadian Union of Public

Employees and sent by the employer to the Treasurer of Local 1876 in a separate cheque.

- (b) Employees on leave of absence for union training shall continue to accrue seniority, holidays, vacation credits and accumulate sick leave. In the event of illness during this training period, sick leave benefits shall not apply.

22:05 PAID JURY OR COURT WITNESS DUTY

The employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court, subject to the following conditions:

- (a) that the employee present a copy of the Notice of Jury Duty or Subpoena to the Administrator;
- (b) that if the employee is not called to serve on a jury at any time during the term of Supreme Court, the employee shall return to the Home and resume their normal shift. Extenuating circumstances could permit administration to allow extra time;
- (c) if the employee is a plaintiff or defendant in a civil action the employee shall not be paid for those periods during which the employee is absent from their normal shift for the purpose of attending court.
- (d) if the employee is an accused in a criminal action the employee shall not be paid for those periods during which the employee is absent from their normal shift for the purpose of attending at court.

In any instances where (a) to (d) inclusive do not apply, the employer shall pay an employee the difference between the normal earnings and the payment receive for jury service or witness fees excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

22:06 LEAVE FOR APPOINTMENT

- (a) Provided the employee gives seventy-two (72) hours notice to the employer, employees shall be allowed paid leave of absence for twelve (12) hours per annum in order to engage in a personal or medical day. This shall be deducted from the employee's sick leave. If employees take personal day, then medical day shall be on their own time. This day must

not be taken the day before or after vacation or with vacation, pro-rated for regular part-time and part-time employees based on previous year worked. This day is not to be taken before or after holidays or vacation periods.

- (b) A maximum of twelve (12) hours per annum shall be granted from the employee's sick bank for the purpose of attending a specialist appointment or in case of illness or accident affecting an Employee's child. This entitlement is pro-rated for regular part-time and part-time employees based on previous year worked. These days shall not be used in reviewing absenteeism.

22:07 LEAVE FOR REQUIRED EDUCATION

- (a) The Employer shall provide and fund any Employer required training/education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

22.08 DOMESTIC VIOLENCE LEAVE

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

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23:01 Wages shall be paid by direct deposit every second Thursday with a statement of earnings and deductions available on a bi-weekly basis after 2pm on the Wednesday.

23:02 TEMPORARY ASSIGNMENT

Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own the employee shall be paid their regular rate.

When an employee is assigned to perform work in a classification within the bargaining unit paying higher rate the employee shall receive the rate for that classification provided the employee has worked eight (8) hours in the higher classification.

When an employee within the bargaining unit is assigned to fill in for a supervisory employee absent because of sick leave, vacation or authorized leave of absence excluding regularly scheduled days off, the temporarily assigned employee shall receive twenty percent (20%) of their own classification rate, in addition to their classification rate, commencing on the first working day provided that the upgraded rate does not exceed the rate of the Supervisor being replaced. In such instances, the supervisory rate will be paid. For any overtime hours worked, the twenty percent (20%) addition to classification rate shall not be included and the employee shall receive overtime based on their original classification rate only.

23:03 Shift Differential

All employees shall receive a shift premium in the amount of \$1.75 per hour for all regular hours worked between 1900 hours and 0700 hours.

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

- (a) Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;
- (b) Increase of fifteen (15) cents (\$0.15) effective the date of ratification of this Agreement;
- (c) Increase of twenty (20) cents (\$0.20) effective October 31, 2020.

All employees shall receive a weekend premium of \$1.75 per hour for all regular hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday.

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

- (a) Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;
- (b) Increase of fifteen (15) cents (\$0.15) effective the date of ratification of this Agreement;
- (c) Increase of twenty (20) cents (\$0.20) effective October 31, 2020.

ARTICLE 24 - SAFETY AND HEALTH

24:01 CO-OPERATION ON SAFETY

The union and the employer shall co-operate on improving rules and practices which will provide adequate protection to employees engaged in hazardous work. Other matters of this nature will be handled by the labour-management committee.

24:02 JOB ORIENTATION

The employer agrees that a reasonable length of time will be spent to properly orientate all new employees in relation to health and safety practices, for example: location of exits, stairways, fire extinguishers, etc.

24:03 MEDICAL COST COVERAGE

- (a) In the event that a medical examination is required by the administrator and a fee is charged the employee by their personal physician, such fee shall be paid by the employer.
- (b) Failure to obtain a medical after thirty (30) days following adequate notification by the administrator, an employee will subject themselves to suspension without pay until the medical is submitted.

ARTICLE 25 - JOB SECURITY

25:01 The Employer shall not contract out work of the bargaining Unit, if to do so would cause undue or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment or have their hours of work reduced as a result of the employer contracting out work.

ARTICLE 26 - GENERAL CONDITIONS

26:01 PROPER ACCOMMODATIONS

Proper accommodation as presently exists shall be provided for employees to have their meals and store and change their clothes. Employees agree to keep accommodations clean and tidy at all times.

26:02 BULLETIN BOARDS

The employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26:03 PROTECTIVE CLOTHING

Employees working in any unsanitary or hazardous job shall be supplied with adequate protective clothing.

26:04 CLOTHING DAMAGE

Clothing, eye glasses, dentures, hearing aids, and dental work damaged in the performance of an employee's duties, except where carelessness can be shown, shall be repaired or replaced at the employer's expense. Claims under this provision shall not be accepted unless reported to the Department Supervisor or her delegate immediately after the incident.

26:05 COPIES OF AGREEMENT

The union and the employer desire every employee to be familiar with the provisions of this agreement and the employee's rights and obligations under it. For this reason, the employer shall print, at the employer's own cost, sufficient copies of this agreement within thirty (30) days of signing.

26:06 GOOD OF THE UNION

The employer shall deduct on a weekly basis \$0.01 per hour from the wages of all members of the bargaining unit and prior to the 15th of the month following, remit that amount to Union Aid, CUPE's International Solidarity Fund. The employer shall include with the remittance, the number of employees for whom contributions have been made.

Prior to the 15th day of February each year the employer shall forward to the Fund a list of the contributions made by each employee for the preceding year.

The first deduction for the Fund will be made for the fourth week following the ratification of this agreement.

It is understood that the participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in

the bargaining unit after the receipt by the employer and the union of that employee's written statement of desire to discontinue participation.

The employer agrees to remit such amount on a monthly basis to Union Aid, CUPE's International Solidarity Fund, 1375 St. Laurent Blvd., Ottawa, ON, K1G 0Z7.

26:07 OCCUPATIONAL HEALTH AND SAFETY

The Parties agree to abide by the *Occupational Health and Safety Act* and its regulations.

26:08 LEAVE FOR STORMS OR HAZARDOUS CONDITIONS

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:

1. take the absent time as unpaid; or
2. deduct the absent time from accumulated overtime, holiday time or vacation; or
3. when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS

27:01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the employer at the discretion of the employer shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the employer and the union.

ARTICLE 28 - TERM OF AGREEMENT

28:01 This agreement shall be in effect for the period commencing November 1, 2014 and ending October 31, 2020 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, within the ninety (90) day period prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

Wages for all employees shall be retroactive to November 1, 2014, or the date of hire, if later. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this agreement. Upon leaving the employ of the Employer, employees may submit in writing to the Employer their desire to receive retroactive pay.

28:02 CHANGES IN AGREEMENT

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement, provided such changes are formally agreed to in writing over the signature of the appropriate representatives of the employer and the union.

28:03 AGREEMENT TO CONTINUE IN FORCE

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere to the terms of this agreement during the collective bargaining. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

28:04 The employer or the union reserves the right to introduce any new additional or modified proposals during the course of the collective bargaining.

ARTICLE 29 – PENSION

29:01 The Employer agrees to provide a defined benefit pension plan administered by the Nova Scotia Health Employees' Pension Plan (NSHEPP).

The terms of the plan respecting eligibility and levels of contribution shall apply.

ARTICLE 30 – EMPLOYEE ASSISTANCE PLAN

30:01 The Union and the Employer agree that the Employer will institute an employee assistance program in the following manner:

- (1) The Union and the Employer will compile a list of agencies and services which the employees will be able to access.
- (2) The Social worker will be given the responsibility to administer and deal with any employee needing assistance.
- (3) Any file opened, or any information given by employees to the Social Worker will be completely confidential and neither the Employer, nor the Union, will have access to same.
- (4) A list of agencies and services will be circulated to the employees by the Employer on a yearly basis.
- (5) The Social Worker, in co-operation with the Employer and the Union, will arrange for in-services regarding matters of interest to employees such as stress management, or any other program that will improve an employee's personal life.

ARTICLE 31 – EXTENDED HEALTH PLAN

31:01 The Employer agrees to provide an extended health plan to the employees. The cost share of benefits for the first year of the plan shall be on a 50/50 cost share. After the first year is completed, the cost share arrangement shall be 65% employer and 35% employee. This plan shall be implemented upon ratification.

When an Employee commences an unpaid leave of absence the Employer shall pay its share of the premiums for extended health benefits and dental benefits plan for the balance of the month the leave commences. Employees may continue extended health insurance coverage and dental benefits for up to an additional twenty-four (24) months by paying the Employer and Employee portion of the premiums. Failure on the part of the Employee to submit payments by the date premium payments are due shall result in cancellation of benefits.

ARTICLE 32 – WORKERS COMPENSATION

32:01 1) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits.

It is the intent of the parties that under no circumstances shall an employee receive an increase in the employee's income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

- 2) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- 3) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 4) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- 5) An employee shall not accrue any other benefits while on Workers' Compensation.
- 6) This provision shall not apply to casual employees.
- 7) An employee who participates in an ease back or return to work program following a period of WCB shall be paid the employee's regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY THE HANDS OF THEIR DULY AUTHORIZED OFFICERS.

THIS 12 DAY November OF 2019.

SIGNED ON BEHALF OF THE
NORTHSIDE COMMUNITY GUEST HOME

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1876

Kristine

Wanda Burt

J.M.M.

Janice Mayner
Karen Southro
Michelle Clarke

APPENDIX "A" – Wages

November 1, 2014 – November 1, 2017

NOTE: All hourly rates are based on 2080 hours.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	2014	2014	2015	2015	2016	2016	2017	2017
				Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Food Services Worker	Probationary Rate	\$15.3110	\$31,847	\$15.3110	\$31,847	\$15.3110	\$31,847	\$15.4641	\$32,165	\$15.6961	\$32,648
	Regular Rate	\$15.5713	\$32,388	\$15.5713	\$32,388	\$15.5713	\$32,388	\$15.7270	\$32,712	\$15.9629	\$33,203
Environmental Services Worker											
Laundry											
Housekeeping											
Maintenance I	Probationary Rate	\$19.8711	\$41,332	\$19.8711	\$41,332	\$19.8711	\$41,332	\$20.0698	\$41,745	\$20.3708	\$42,371
	Regular Rate	\$20.2089	\$42,035	\$20.2089	\$42,035	\$20.2089	\$42,035	\$20.4110	\$42,455	\$20.7172	\$43,092
Cook	Probationary Rate	\$19.3260	\$40,198	\$19.3260	\$40,198	\$19.3260	\$40,198	\$19.5193	\$40,600	\$19.8121	\$41,209
	Regular Rate	\$19.6543	\$40,881	\$19.6543	\$40,881	\$19.6543	\$40,881	\$19.8508	\$41,290	\$20.1486	\$41,909
Journeyman Cook	Probationary Rate	\$21.1199	\$43,929	\$21.1199	\$43,929	\$21.1199	\$43,929	\$21.3311	\$44,369	\$21.6511	\$45,034
	Regular Rate	\$21.4790	\$44,676	\$21.4790	\$44,676	\$21.4790	\$44,676	\$21.6938	\$45,123	\$22.0192	\$45,800

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-14	Nov.01-14	Nov.01-15	Nov.01-15	Nov.01-16	Nov.01-16	Nov.01-17	Nov.01-17
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Hairdresser (incumbent)	Red-Circled	\$15.9974	\$33,275	\$15.9974	\$33,275	\$15.9974	\$33,275	\$16.1574	\$33,607	\$16.3998	\$34,111
Hairdresser	Probationary Rate	\$15.9974	\$33,275	\$15.9974	\$33,275	\$15.9974	\$33,275	\$16.1574	\$33,607	\$16.3998	\$34,111
	Regular Rate	\$16.2694	\$33,840	\$16.2694	\$33,840	\$16.2694	\$33,840	\$16.4321	\$34,179	\$16.6786	\$34,691
Seamstress	Probationary Rate	\$15.8972	\$33,066	\$15.8972	\$33,066	\$15.8972	\$33,066	\$16.0562	\$33,397	\$16.2970	\$33,898
	Regular Rate	\$16.1675	\$33,628	\$16.1675	\$33,628	\$16.1675	\$33,628	\$16.3292	\$33,965	\$16.5741	\$34,474
Activity Worker	Probationary Rate	\$18.3331	\$38,133	\$18.3331	\$38,133	\$18.3331	\$38,133	\$18.5164	\$38,514	\$18.7941	\$39,092
	Regular Rate	\$18.6448	\$38,773	\$18.6448	\$38,773	\$18.6448	\$38,773	\$18.8312	\$39,160	\$19.1137	\$39,748
Activity Worker (with 2 year Diploma)	Probationary Rate	\$20.7404	\$43,134	\$20.7404	\$43,134	\$20.7404	\$43,134	\$20.9478	\$43,565	\$21.2620	\$44,219
	Regular Rate	\$21.0900	\$43,867	\$21.0900	\$43,867	\$21.0900	\$43,867	\$21.3009	\$44,306	\$21.6204	\$44,970

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-14	Nov.01-14	Nov.01-15	Nov.01-15	Nov.01-16	Nov.01-16	Nov.01-17	Nov.01-17
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Social Worker I **	Probationary Rate	\$26.8305	\$55,807	\$26.8305	\$55,807	\$26.8305	\$55,807	\$27.0988	\$56,365	\$27.5053	\$57,211
	Regular Rate	\$27.2866	\$56,756	\$27.2866	\$56,756	\$27.2866	\$56,756	\$27.5595	\$57,324	\$27.9729	\$58,183
	After 1 year	\$29.5415	\$61,446	\$29.5415	\$61,446	\$29.5415	\$61,446	\$29.8369	\$62,061	\$30.2845	\$62,992
	After 2 years	\$30.6679	\$63,789	\$30.6679	\$63,789	\$30.6679	\$63,789	\$30.9746	\$64,427	\$31.4392	\$65,394
	After 3 years	\$31.8971	\$66,346	\$31.8971	\$66,346	\$31.8971	\$66,346	\$32.2161	\$67,009	\$32.6993	\$68,014
	After 4 years	\$33.1483	\$68,949	\$33.1483	\$68,949	\$33.1483	\$68,949	\$33.4798	\$69,638	\$33.9820	\$70,683
	After 5 years	\$34.4565	\$71,670	\$34.4565	\$71,670	\$34.4565	\$71,670	\$34.8011	\$72,386	\$35.3231	\$73,472
Dietician I **	Probationary Rate	\$26.0223	\$54,126	\$26.0223	\$54,126	\$26.0223	\$54,126	\$26.2825	\$54,668	\$26.6767	\$55,488
	Regular Rate	\$26.4647	\$55,047	\$26.4647	\$55,047	\$26.4647	\$55,047	\$26.7293	\$55,597	\$27.1302	\$56,431
	After 1 year	\$27.6082	\$57,425	\$27.6082	\$57,425	\$27.6082	\$57,425	\$27.8843	\$57,999	\$28.3026	\$58,869
	After 2 years	\$29.8969	\$62,186	\$29.8969	\$62,186	\$29.8969	\$62,186	\$30.1959	\$62,807	\$30.6488	\$63,750
	After 3 years	\$31.0404	\$64,564	\$31.0404	\$64,564	\$31.0404	\$64,564	\$31.3508	\$65,210	\$31.8211	\$66,188
	After 4 years	\$32.2873	\$67,157	\$32.2873	\$67,157	\$32.2873	\$67,157	\$32.6102	\$67,829	\$33.0994	\$68,847
	After 5 years	\$33.5341	\$69,751	\$33.5341	\$69,751	\$33.5341	\$69,751	\$33.8694	\$70,448	\$34.3774	\$71,505
	After 6 years	\$34.8860	\$72,563	\$34.8860	\$72,563	\$34.8860	\$72,563	\$35.2349	\$73,288	\$35.7634	\$74,388

** Social Worker I and Dietician I will have service increments on the scale and will progress each year on the scale thereafter.

** Social Worker I and Dietician I will have service increments on the scale and will progress each year on the scale thereafter.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-14	Nov.01-14	Nov.01-15	Nov.01-15	Nov.01-16	Nov.01-16	Nov.01-17	Nov.01-17
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Occupational Therapist	Probationary Rate	\$26.8305	\$55,807	\$26.8305	\$55,807	\$26.8305	\$55,807	\$27.0988	\$56,365	\$27.5053	\$57,211
Physiotherapist	Regular Rate	\$27.2866	\$56,756	\$27.2866	\$56,756	\$27.2866	\$56,756	\$27.5595	\$57,324	\$27.9729	\$58,183
	After 1 year	\$29.5415	\$61,446	\$29.5415	\$61,446	\$29.5415	\$61,446	\$29.8369	\$62,061	\$30.2845	\$62,992
	After 2 years	\$30.6679	\$63,789	\$30.6679	\$63,789	\$30.6679	\$63,789	\$30.9746	\$64,427	\$31.4392	\$65,394
	After 3 years	\$31.8960	\$66,344	\$31.8960	\$66,344	\$31.8960	\$66,344	\$32.2150	\$67,007	\$32.6982	\$68,012
	After 4 years	\$33.1461	\$68,944	\$33.1461	\$68,944	\$33.1461	\$68,944	\$33.4776	\$69,633	\$33.9798	\$70,678
	After 5 years	\$34.4510	\$71,658	\$34.4510	\$71,658	\$34.4510	\$71,658	\$34.7955	\$72,375	\$35.3174	\$73,460
Physio Assistant	Probationary Rate	\$17.0560	\$35,477	\$17.0560	\$35,477	\$17.0560	\$35,477	\$17.2266	\$35,831	\$17.4850	\$36,369
	Regular Rate	\$17.3460	\$36,080	\$17.3460	\$36,080	\$17.3460	\$36,080	\$17.5195	\$36,440	\$17.7823	\$36,987
	After 1 year	\$17.7003	\$36,817	\$17.7003	\$36,817	\$17.7003	\$36,817	\$17.8773	\$37,185	\$18.1455	\$37,742
	After 2 years	\$18.0612	\$37,567	\$18.0612	\$37,567	\$18.0612	\$37,567	\$18.2418	\$37,943	\$18.5154	\$38,512
	After 3 years	\$18.4293	\$38,333	\$18.4293	\$38,333	\$18.4293	\$38,333	\$18.6136	\$38,716	\$18.8928	\$39,297
	After 4 years	\$18.8051	\$39,115	\$18.8051	\$39,115	\$18.8051	\$39,115	\$18.9932	\$39,506	\$19.2781	\$40,098

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	01/01/14	01/01/14	01/01/15	01/01/15	01/01/16	01/01/16	01/01/17	01/01/17
				Nov.01-14 Hourly Rate	Nov.01-14 Approx. Annual Rate	Nov.01-15 Hourly Rate	Nov.01-15 Approx. Annual Rate	Nov.01-16 Hourly Rate	Nov.01-16 Approx. Annual Rate	Nov.01-17 Hourly Rate	Nov.01-17 Approx. Annual Rate
Physio Assistant (with diploma)	Probationary Rate	\$20.9156	\$43,504	\$20.9156	\$43,504	\$20.9156	\$43,504	\$21.1248	\$43,939	\$21.4417	\$44,598
	Regular Rate	\$21.2712	\$44,244	\$21.2712	\$44,244	\$21.2712	\$44,244	\$21.4839	\$44,687	\$21.8062	\$45,357
Physio Assistant (with degree - Kinesiology)											
Personal Care Worker I (without course)	Regular Rate	\$17.3473	\$36,082	\$17.3473	\$36,082	\$17.3473	\$36,082	\$17.5208	\$36,443	\$17.7836	\$36,990
Personal Care Worker (with course)	Start	\$16.3816	\$34,074	\$16.3816	\$34,074	\$16.3816	\$34,074	\$16.5454	\$34,415	\$16.7936	\$34,931
Continuing Care Assistant (CCA)	After 1 year	\$16.7115	\$34,760	\$16.7115	\$34,760	\$16.7115	\$34,760	\$16.8786	\$35,108	\$17.1318	\$35,634
	After 2 years	\$17.0408	\$35,445	\$17.0408	\$35,445	\$17.0408	\$35,445	\$17.2112	\$35,799	\$17.4694	\$36,336
	After 3 years	\$17.3587	\$36,106	\$17.3587	\$36,106	\$17.3587	\$36,106	\$17.5323	\$36,467	\$17.7953	\$37,014
	After 4 years	\$17.6886	\$36,792	\$17.6886	\$36,792	\$17.6886	\$36,792	\$17.8655	\$37,160	\$18.1335	\$37,718

Note: Annual amounts in all wage tables are approximate.
All wage rates are subject to verification of calculations.

NOTES TO APPENDIX "A":

1. The hourly rates shown are based on 2080 hours per year.
2. Where a classification has a salary scale, advancement shall be on the first full pay period following the calendar anniversary of an employee's seniority date.

APPENDIX "A" – Wages

October 31, 2018 – October 31, 2020

NOTE: All hourly rates are based on 2080 hours.

Classification		2018	2018	2019	2019	2019	2019	2020	2020	2020	2020
		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.1-18 Hourly Rate	Nov.1-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.1-19 Hourly Rate	Nov.1-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Food Services Worker	Probationary Rate	\$15.7746	\$32,811	\$16.0112	\$33,303	\$16.0913	\$33,470	\$16.3327	\$33,972	\$16.4144	\$34,142
Environmental Services Worker	Regular Rate	\$16.0427	\$33,369	\$16.2833	\$33,869	\$16.3647	\$34,039	\$16.6102	\$34,549	\$16.6933	\$34,722
Laundry											
Housekeeping											
Maintenance I	Probationary Rate	\$20.4727	\$42,583	\$20.7798	\$43,222	\$20.8837	\$43,438	\$21.1970	\$44,090	\$21.3030	\$44,310
	Regular Rate	\$20.8208	\$43,307	\$21.1331	\$43,957	\$21.2388	\$44,177	\$21.5574	\$44,839	\$21.6652	\$45,063
Cook	Probationary Rate	\$19.9112	\$41,415	\$20.2099	\$42,036	\$20.3109	\$42,247	\$20.6156	\$42,880	\$20.7187	\$43,095
	Regular Rate	\$20.2493	\$42,119	\$20.5530	\$42,751	\$20.6558	\$42,964	\$20.9656	\$43,609	\$21.0704	\$43,827
Journeyman Cook	Probationary Rate	\$21.7594	\$45,259	\$22.0858	\$45,938	\$22.1962	\$46,168	\$22.5291	\$46,861	\$22.6417	\$47,095
	Regular Rate	\$22.1293	\$46,029	\$22.4612	\$46,719	\$22.5735	\$46,953	\$22.9121	\$47,657	\$23.0267	\$47,895

Classification		Oct.31-18	Oct.31-18	Nov.1-18	Nov.1-18	Oct.31-19	Oct.31-19	Nov.1-19	Nov.1-19	Oct.31-20	Oct.31-20	
		Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	
Social Worker I **	Probationary Rate	\$27.6428	\$57,497	\$28.0574	\$58,359	\$28.1977	\$58,651	\$28.6207	\$59,531	\$28.7638	\$59,829	
	Regular Rate	\$28.1128	\$58,474	\$28.5345	\$59,352	\$28.6772	\$59,648	\$29.1074	\$60,543	\$29.2529	\$60,846	
	<i>** Social Worker I and Dietician I will have service increments on the scale and will progress each year on the scale thereafter.</i>	After 1 year	\$30.4359	\$63,307	\$30.8924	\$64,256	\$31.0469	\$64,578	\$31.5126	\$65,546	\$31.6702	\$65,874
	After 2 years	\$31.5964	\$65,720	\$32.0703	\$66,706	\$32.2307	\$67,040	\$32.7142	\$68,045	\$32.8778	\$68,386	
	After 3 years	\$32.8628	\$68,355	\$33.3557	\$69,380	\$33.5225	\$69,727	\$34.0253	\$70,773	\$34.1954	\$71,127	
	After 4 years	\$34.1519	\$71,036	\$34.6642	\$72,102	\$34.8375	\$72,462	\$35.3601	\$73,549	\$35.5369	\$73,917	
	After 5 years	\$35.4997	\$73,839	\$36.0322	\$74,947	\$36.2124	\$75,322	\$36.7556	\$76,452	\$36.9394	\$76,834	
Dietician I **	Probationary Rate	\$26.8101	\$55,765	\$27.2123	\$56,602	\$27.3484	\$56,885	\$27.7586	\$57,738	\$27.8974	\$58,027	
	Regular Rate	\$27.2659	\$56,713	\$27.6749	\$57,564	\$27.8133	\$57,852	\$28.2305	\$58,720	\$28.3717	\$59,013	
	<i>** Social Worker I and Dietician I will have service increments on the scale and will progress each year on the scale thereafter.</i>	After 1 year	\$28.4441	\$59,164	\$28.8708	\$60,051	\$29.0152	\$60,351	\$29.4504	\$61,257	\$29.5977	\$61,563
	After 2 years	\$30.8020	\$64,068	\$31.2640	\$65,029	\$31.4203	\$65,354	\$31.8916	\$66,335	\$32.0511	\$66,666	
	After 3 years	\$31.9802	\$66,519	\$32.4599	\$67,517	\$32.6222	\$67,854	\$33.1115	\$68,872	\$33.2771	\$69,216	
	After 4 years	\$33.2649	\$69,191	\$33.7639	\$70,229	\$33.9327	\$70,580	\$34.4417	\$71,638	\$34.6139	\$71,997	
	After 5 years	\$34.5493	\$71,863	\$35.0675	\$72,941	\$35.2428	\$73,305	\$35.7714	\$74,405	\$35.9503	\$74,777	
	After 6 years	\$35.9422	\$74,760	\$36.4813	\$75,881	\$36.6637	\$76,261	\$37.2137	\$77,404	\$37.3998	\$77,791	

Classification		Oct.31-18	Oct.31-18	Nov.1-18	Nov.1-18	Oct.31-19	Oct.31-19	Nov.1-19	Nov.1-19	Oct.31-20	Oct.31-20	
		Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	
Occupational Therapist ***	Probationary Rate	\$27.6428	\$57,497	\$28.0574	\$58,359	\$28.1977	\$58,651	\$28.6207	\$59,531	\$28.7638	\$59,829	
	Physiotherapist ***	Regular Rate	\$28.1128	\$58,474	\$28.5345	\$59,352	\$28.6772	\$59,648	\$29.7130	\$61,803	\$29.8616	\$62,112
	<i>*** Effective Nov. 1, 2019, adjusted to reflect acute care annual rates</i>	After 1 year	\$30.4359	\$63,307	\$30.8924	\$64,256	\$31.0469	\$64,578	\$32.1678	\$66,909	\$32.3286	\$67,243
	After 2 years	\$31.5964	\$65,720	\$32.0703	\$66,706	\$32.2307	\$67,040	\$33.3947	\$69,461	\$33.5617	\$69,808	
	After 3 years	\$32.8617	\$68,352	\$33.3546	\$69,377	\$33.5214	\$69,724	\$34.7325	\$72,244	\$34.9061	\$72,605	
	After 4 years	\$34.1497	\$71,031	\$34.6619	\$72,097	\$34.8352	\$72,457	\$36.0962	\$75,080	\$36.2766	\$75,455	
	After 5 years	\$35.4940	\$73,828	\$36.0264	\$74,935	\$36.2065	\$75,310	\$37.5207	\$78,043	\$37.7083	\$78,433	
Physio Assistant	Probationary Rate	\$17.5724	\$36,551	\$17.8360	\$37,099	\$17.9252	\$37,284	\$18.1941	\$37,844	\$18.2851	\$38,033	
	Regular Rate	\$17.8712	\$37,172	\$18.1393	\$37,730	\$18.2300	\$37,918	\$18.5035	\$38,487	\$18.5960	\$38,679	
	After 1 year	\$18.2362	\$37,931	\$18.5097	\$38,500	\$18.6022	\$38,693	\$18.8812	\$39,273	\$18.9756	\$39,469	
	After 2 years	\$18.6080	\$38,705	\$18.8871	\$39,285	\$18.9815	\$39,482	\$19.2662	\$40,074	\$19.3625	\$40,274	
	After 3 years	\$18.9873	\$39,493	\$19.2721	\$40,086	\$19.3685	\$40,286	\$19.6590	\$40,891	\$19.7573	\$41,095	
	After 4 years	\$19.3745	\$40,299	\$19.6651	\$40,903	\$19.7634	\$41,108	\$20.0599	\$41,724	\$20.1602	\$41,933	

Classification		2018	2019	2020	2021	2022	2023	2024	2025	2026	
		Oct.31-18 Hourly Rate	Oct.31-18 Approx. Annual Rate	Nov.1-18 Hourly Rate	Nov.1-18 Approx. Annual Rate	Oct.31-19 Hourly Rate	Oct.31-19 Approx. Annual Rate	Nov.1-19 Hourly Rate	Nov.1-19 Approx. Annual Rate	Oct.31-20 Hourly Rate	Oct.31-20 Approx. Annual Rate
Physio Assistant (with diploma)	Probationary Rate	\$21.5489	\$44,821	\$21.8721	\$45,494	\$21.9815	\$45,721	\$22.3112	\$46,407	\$22.4228	\$46,639
	Regular Rate	\$21.9152	\$45,584	\$22.2439	\$46,267	\$22.3551	\$46,499	\$22.6904	\$47,196	\$22.8039	\$47,432
Physio Assistant (with degree - Kinesiology)											
Personal Care Worker I (without course)	Regular Rate	\$17.8725	\$37,175	\$18.1406	\$37,732	\$18.2313	\$37,921	\$18.5048	\$38,490	\$18.5973	\$38,682
Personal Care Worker (with course)	Start	\$16.8776	\$35,105	\$17.1308	\$35,632	\$17.2165	\$35,810	\$17.4747	\$36,347	\$17.5621	\$36,529
Continuing Care Assistant (CCA)	After 1 year	\$17.2175	\$35,812	\$17.4758	\$36,349	\$17.5632	\$36,531	\$17.8266	\$37,079	\$17.9157	\$37,265
	After 2 years	\$17.5567	\$36,518	\$17.8201	\$37,066	\$17.9092	\$37,251	\$18.1778	\$37,810	\$18.2687	\$37,999
	After 3 years	\$17.8843	\$37,199	\$18.1526	\$37,757	\$18.2434	\$37,946	\$18.5171	\$38,515	\$18.6097	\$38,708
	After 4 years	\$18.2242	\$37,906	\$18.4976	\$38,475	\$18.5901	\$38,667	\$18.8690	\$39,247	\$18.9633	\$39,443

Note: Annual amounts in all wage tables are approximate.
All wage rates are subject to verification of calculations.

NOTES TO APPENDIX "A":

1. The hourly rates shown are based on 2080 hours per year.
2. Where a classification has a salary scale, advancement shall be on the first full pay period following the calendar anniversary of an employee's seniority date.

**Appendix B - Memorandum of Agreement Re: Schedule of Hours
for Regular Part Time Employees**

Between:

The Northside Community Guest Home

And:

Canadian Union of Public Employees, Local 1876

The Employer and the Union agree that regular part time employees will not be required to work beyond their regularly scheduled hours. Any regular part time employee choosing not to work beyond their regularly scheduled hours will inform the Employer/Supervisor in writing that they do not want to work any "on call shifts."

A regular part time Employee shall notify the Employer/Supervisor in writing, at least one month prior, if the Employee decides to work beyond their regularly scheduled hours and have their name placed on the "on call" list.

This Memorandum of Agreement is subject to Article 4, forms part of the Collective Agreement and is subject to the Grievance Procedure.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the

12th day of November 2019.

**NORTHSIDE COMMUNITY
GUEST HOME**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1876**

<u>Ken Dale</u>	<u>Denise Mayne</u>
<u>J.M.W.</u>	<u>Wanda Bond</u>
	<u>Karen Gauthier</u>
	<u>Michelle Clarke</u>

**Appendix C - Memorandum of Agreement
Re: Full-time Food Service Workers (Cooking)**

Between:

The Northside Community Guest Home

And:

Canadian Union of Public Employees, Local 1876

The employer agrees that Food Service Workers, after indicating their desire to cook, their name shall be added to a list and they shall be offered available cooking shifts by seniority. However, if a Cook is going to be absent in accordance with 15.04(b) the senior Food Services Worker will be offered the normal schedule of the Cook. Seniority is based on seniority in accordance with Article 14.01.

The Employer reserves the right to by-pass employees on the list if a Red Seal Cook is required to be on the shift.

A Food Services Worker who indicates a desire to Cook will be assessed during the trial period in Article 15.05 to determine if they are satisfactory and if they are not they will be removed from the list.

The Employer reserves the right to stop accepting Food Service Workers for the Cook list at any time if they feel they have a sufficient pool of workers. The Union will be notified if the list is closed and will be notified is the list is re-opened.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the 12 day of November 2018

**NORTHSIDE COMMUNITY
GUEST HOME**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1876**

Kim Gale

Wanda Bonch

[Signature]

Daniel Maynes
Karen Gauthier
Member Local 1876

Appendix D - Memorandum of Agreement re: Life Insurance Coverage

Between:

The Northside Community Guest Home

And:

Canadian Union of Public Employees, Local 1876

The employer agrees that, subject to the requirements of the Plan, employees shall have the right to Life Insurance Coverage provided the employee is responsible for 100% of the payment.

Note: Eligibility and terms shall be as per the Benefit Plan.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the 12 day of November 2019.

**NORTHSIDE COMMUNITY
GUEST HOME**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1876**

Ken Gale
J.M. [unclear]

Wanda Bond
Daniel Mayner
Karen Hawthorn
[unclear]

**Appendix E - Memorandum of Agreement
re Guidelines for WCB Supplement from Sick Leave**

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

Top Up Supplement on Benefits

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (herein after referred to as "TERB") received by WCB to the net pre accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

Waiting Period

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2 day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the 2 days, the Employer will adjust the payment entitlements in accordance with the collective agreement language.

6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two day waiting period.
7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in the employee's bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in the employee's sick leave bank and the total hours or dollars of sick time used to provide top up during their absence on WCB.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the
12 day of December 2019.

**NORTHSIDE COMMUNITY
GUEST HOME**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1876**

Kon Gale
J. M. M.

Wanda Bond
Daniel Mays
Karen Hawthorne
Michelle Clarke

Appendix F - Memorandum of Agreement re Dental Plan

The parties agree that dental benefits will be made available to all permanent employees in the bargaining unit in accordance with the following:

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

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the

12 day of November 2019.

**NORTHSIDE COMMUNITY
GUEST HOME**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1876**

Kim Gale
John M. M.

Wanda Bond
Denise Mayner
Karen Jautho
mechelke Crocker

Appendix G - Memorandum of Agreement re 12 Hour Shifts

The parties agree to introduce twelve (12) hour shift rotations. on a trial bases for one year from the date of implementation of this agreement. (Date of implementation is March 8, 2019) At that point the parties will meet to discuss and evaluate the changes that were brought about by introducing the 12-hour Shift rotation. The parties agree to modify the collective agreement in the future for employees working twelve (12) hour shifts. The clauses noted below shall relate to the 12-hour shifts and will co-exist with the current articles in the Collective Agreement referring to 8-hour shifts. All other provisions of the collective agreement shall apply.

Effective the date of implementation this MOA part time employees will have a combination of eight (8) and twelve (12) hour shifts.

Article 17 Hours Worked

17:01 Normal hours of work for twelve-hour shifts:

- (a) Normal hours of work shall average eighty (80) hours, in a two-week period. Each 12-hour shift shall be inclusive of (1) 60-minute meal break; one-third of which may be used with one of two paid and fifteen (15) minute rest break periods for a second meal break.

NOTE: For this agreement the work week shall be the period from Sunday to Saturday.

- (b) Full-time Employees shall have up to seven (7) days off in each two (2) week period unless mutually agreed upon otherwise between an employee and the Employer.

17:02 Days Off:

The Employer agrees to schedule work shifts so that there will be no broken shifts for regular employees. Regular days off shall be consecutive unless otherwise mutually agreed and shall be planned in such a way as to equally distribute free weekends.

Unless mutually agreed between the Employee and the Employer that the Employee wishes to work additional weekends, the Employer where operationally feasible will grant weekends as follows:

Full-Time Employees will be granted two (2) weekends off in four (4) weekends.

Regular Part-Time Employees may be required to work three (3) weekends in every four (4) weekends.

Weekends may be affected during the Christmas schedule pursuant to Article 21:04.

17:03 Working Schedule:

- (a) The Employer agrees Regular, Part Time and Casual employees will not work any more than 5 consecutive 8-hour shifts or any more than 3 consecutive 12-hour shifts followed by a four (4) hour shift.
- (b) The Employer agrees there will be an 8-hour rest period between shifts.

Article 18- Overtime

Any hours worked outside of a employee's normal scheduled hours worked or more then (80) hours in a two (2) weeks period shall be considered overtime.

Implementation of this agreement:

Through discussions the parties have agreed to on a trial period of one (1) year implement a twelve (12) hour shift schedule which has been ratified by the membership effected by this agreement. The parties have further agreed to monitor the progress of the changes with the intent to modify as required by consensus of the parties.

Termination of this Agreement

Either party to this Agreement can with 12 weeks' notice terminate this agreement.

Another 12 weeks will be provided for the schedulers to change the schedule back to all 8 hour shifts if this agreement is terminated.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the
12 day of November 2019.

**NORTHSIDE COMMUNITY
GUEST HOME**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1876**

Kim Gale

Wanda Bond

J. M. [unclear]

Denise Mason

Karen Southw
M. [unclear] Clark