

# **COLLECTIVE AGREEMENT**

**between**

**COLONIAL COMMUNITY SERVICES**

**OPERATORS OF LYNDEN REST HOME,  
HARBOR GLEN MANOR, SOUTHWOOD VILLA**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3698**



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## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3698 as the sole and exclusive collective bargaining agent for all of its employees, but excluding House Managers, Supervisors, Program Coordinators, Director of Client Services, Office Manager, Food Service Supervisor, Administrator, Activities Director, and those equivalent to the rank of Supervisor and above, Office Employees, those excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*, and those excluded by the Certification Order of the Labour Relations Board, being L.R.B. No. 4360, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or unanticipated circumstances or any declared emergency when regular employees are not available.

### **3.03 DEFINITIONS**

This Collective Agreement is fully applicable to all regular full-time employees. Regular part-time and temporary employees, although otherwise covered by the Agreement shall receive their benefits on a pro-rata basis, subject to negotiations.

- 1) **REGULAR FULL TIME EMPLOYEE** is one who is regularly scheduled on a full time basis and normally works 40 hours per week or 80 hours bi-weekly and who has completed a probationary period of 400 working hours.
- 2) **TEMPORARY EMPLOYEE** is one who has been employed by the Employer to relieve for vacation, sickness, or other reason, but does not include any persons hired to fill a regular job vacancy or a new position.
- 3) **REGULAR PART-TIME EMPLOYEE** is one who is scheduled to work on a regular basis but works less than the schedule of a regular full-time employee and who has completed a probationary period of 400 working hours.
- 4) **CASUAL EMPLOYEE** is one who is employed, as needed, on a day to day basis and is not a member of the bargaining unit.



- 3.04 The Employer agrees that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3.05 No Employee shall be required or permitted to make any written agreement with the Employer or his/her ~~his~~ their representative which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer agrees that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise against any employee on grounds prohibited by the *Human Rights Act* of Nova Scotia nor by reason of the membership or activity in a labour union.

#### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

- 5.01 All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. The Union shall be the sole judge of good standing of its members. All new employees of the Employer in the bargaining unit shall, as a condition of continued employment, become members in good standing of the Union on completion of four hundred (400) working hours of continuous employment with the Employer.
- 5.02 It is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the Employer's premises without the Employer's permission except as provided in this Agreement.

#### **5.03 Employee/Member Contact Information**

**The Employer shall provide the following information annually and shall provide it in electronic form:**

- (a) The name of each employee**
- (b) The mailing address and telephone number (if available) of each employee;**
- (c) The personal email address of each employee (if available); and**
- (d) The employee's employment status (such as full-time, part-time, temporary, or casual)**



**To Ensure accurate information all employees shall annually and no later than March 31<sup>st</sup> of each year, confirm their current mailing address, telephone number, and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.**

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 The Employer shall deduct from every employee any dues, or assessments levied by the Union on its members. The Union shall inform the Employer of these assessments in a timely manner.
- 6.02 Deductions shall be made bi-weekly from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 30th day of the month, accompanied by two copies of a list of names, addresses and classifications of employees from whose wages the deductions have been made.
- 6.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of union dues paid by each Union member in the previous year.
- 6.04 The Union will save the Employer harmless from any claims that may arise from any deductions from wages in respect of check-off or monthly assessments or any action taken at the request of the Union.

#### **ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 7.01 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 Union Security and Dues Check-Off.
- 7.02 On commencing employment, the employees immediate supervisor shall inform the new employee of the name of **their** Union Steward or Representative and where possible introduce the new employee.
- 7.03 A representative of the Union shall be given an opportunity to in-service new bargaining unit employees during orientation of new staff to the facility for the purpose of acquainting them with the benefits and duties of union membership. This shall be done without loss of pay and up to one half (1/2) hour shall be allotted for this.



7.04 The Employer will advise the employee of the completion of **their** probationary period in the usual manner and will advise the Union in accordance with Article 15.06.

## **ARTICLE 8 - CORRESPONDENCE**

8.01 All correspondence between the Parties, arising out of this Agreement shall pass to and from the Administrator and the President and the Secretary of the Union. A copy of any correspondence between the Employer or **their** designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the President and the Secretary of the Union or **their** designate, and the Human Resources Department of the Employer.

## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

9.01 A Labour Management Committee shall be established consisting of representatives from the Union and the Employer, the number of representatives from either party shall not exceed three (3). The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

9.02 The purpose of Labour Management meetings is to improve relationships and conditions between the Employer and employees. The Committee does not discuss matters or issues related to outstanding grievances. The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending service to the residents, their families and collateral services.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service.
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Other agreed matters of mutual concern.

9.03 The Committee shall meet at least every three (3) months or at a mutually agreeable time, **or at such other frequency to which the Parties agree**. Its members shall receive a notice and agenda of the meeting at least forty-eight



(48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

- 9.04 An Employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared and distributed to the Committee within two (2) weeks of the date of the meeting. At the next regular Labour Management meeting, the minutes will be reviewed and errors and omissions corrected then signed by both parties.
- 9.05 The Committee shall not have jurisdiction over wages, or any 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 of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### **ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

- 10.01 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 the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesman. 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.
- 10.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.
- 10.03 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(s) shall, with permission, have access to the Employers premises in order to investigate and assist in the settlement of a grievance. Permission will not be unduly withheld.
- 10.04 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.
- 10.05 Any representative of the Union or the Bargaining Committee who is in the employ of the Employer, shall have the right to attend negotiation meetings held within working hours without loss of remuneration. The Union and the Employer



agree that such a committee shall consist of not more than three (3) bargaining unit members to act as representatives.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting **their** grievance in accordance with the grievance procedure.
- 11.02 The Union shall notify the Employer in writing of the name of each Steward and the facility **they** represent, before the Employer shall be required to recognize **them**.
- 11.03 The Stewards selected shall constitute the Grievance Committee along with the officers of the Union and the Representative of the Canadian Union of Public Employees. When possible the union will elect or appoint one (1) steward per facility.
- 11.04 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 a possible resolution as provided in this Article. The Union recognizes that each steward is employed by the Employer and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement. Therefore, no steward shall leave **their** work without obtaining the permission of **their** supervisor. Such permission shall not be unnecessarily withheld.
- 11.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance the question shall be taken up through the grievance procedure and determined if necessary by arbitration.



11.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

An employee having a question or complaint shall refer it to **their** immediate supervisor or designate within five (5) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee giving an answer within three (3) working days from the date of submission. A shop steward shall have the right to be present during any discussion.

Step 2

Failing settlement being reached in Step 1 within five (5) working days the Grievance Committee will submit the written grievance to the Administrator who shall render **their** decision within (10) ten working days after receipt of such notice.

Step 3

It is understood that either of the parties may submit the dispute to arbitration within ten (10) working days after completion of Step 2.

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

11.08 The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek a resolution with the Employer in the manner provided in the Grievance Procedure.

11.09 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

11.10 Replies to all grievances stating reasons shall be in writing at all stages, except at Step 1.

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

11.12 If either of the parties fails to process a grievance to the next step in the grievance procedure within the time limits specified, the time limits specified may be extended by written mutual consent of the parties.

11.13 Either party may make use of a mediator prior to taking a matter to arbitration. Mediation may be binding upon agreement of the parties.



## **ARTICLE 12 - ARBITRATION**

- 12.01 When either party requests that a grievance be submitted to arbitration, the parties shall within fifteen (15) working days of such notice agree upon a person to act as sole arbitrator of the matter in dispute. If the parties fail to agree upon an arbitrator within the fifteen (15) working days, the appointment shall be made by the Minister of Labour, **Skills and Immigration** upon the request of either party.
- 12.02 The Arbitrator shall determine **their** own procedure but shall give full opportunity to all parties to present evidence and make presentations to **them** prior to rendering **their** decision. The decision of the Arbitrator shall be final and binding upon the parties and the grievor.
- 12.03 (a) The Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures imposed, but shall not have the power to add, subtract or modify any terms of this Agreement.
- (b) Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator, to reconvene to clarify the decision which it shall do within ten (10) calendar days.
- 12.04 The Employer and the Union shall equally split any costs not covered by the Department of Labour, **Skills and Immigration** for the fees and expenses of the Arbitrator.
- 12.05 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.
- 12.06 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employees concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 12.07 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, **Skills and Immigration**.

It is agreed that if voluntary mediation is utilized neither party shall be deemed to have waived its right to proceed to arbitration unless the parties have agreed that voluntary mediation recommendations shall be binding upon the parties.



## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 13.01 Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed **their** probationary period, and which may result in the suspension or discharge of the employee, the following procedure shall be followed.
- 13.02 An employee shall have the right to have **their** Steward present at any discussion or investigations with supervisory personnel which might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact **their** Steward to be present at the interview. (A Steward or local union officer shall have the right to have a CUPE staff representative during discussions which are of a disciplinary nature). There shall be no undue delay in disciplinary action because of the unavailability of a Steward or Union representative.
- 13.03 Whenever the Employer or **their** authorized agent deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring **their** work up to a required standard by a given date, the Employer shall within ten (10) days thereafter, give written particulars of such discipline including action or penalty to the employee involved with a copy to the President of the Local.
- 13.04 The record of an employee shall not be used against **them** at any time after twenty-four (24) months, excluding alcohol or drug - reasons, following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided there has been no other occurrence of the same or a similar infraction during the twenty-four (24) month period.

Upon the written request of the Employee to the Employer and provided all conditions in this provision have been met, any such letters of reprimand or such adverse reports shall be removed and destroyed.

- 13.05 In cases of discharge and discipline the burden of proof of just cause shall rest with the Employer.
- 13.06 Personnel Records
- (a) An employee shall have the right to have access to and receive **their** personnel record provided, however, that the Employer may take reasonable steps to safeguard the integrity of the record.
- (b) The employee shall have the right to insert a statement of reply to any



documents the employee was not aware of prior to reviewing **their** personnel file.

- (c) An employee shall have the right to request copies of any material contained in **their** personnel record.

13.07 An employee who is on suspension pending an investigation shall receive **their** full pay while awaiting the outcome of the investigation.

When an employee is investigated regarding allegations of abuse, the Employer will notify the employee in writing of the outcome of the investigation.

13.08 If an employee desires to terminate **their** employment, the employee shall forward a letter of resignation to the Employer not less than two (2) weeks prior to the effective date of termination provided that the Employer may accept shorter notice as per Labour Standards. An employee who fails to give the required notice, shall be struck from the payroll effective the day the employee is absent without leave, and shall have deducted from monies owed to the employee by the Employer a sum equivalent to the salary payable to the employee for the period of required notice that the employee failed to work.

#### **ARTICLE 14 - SENIORITY**

14.01 (a) Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining unit-wide basis. Seniority for part-time employees shall be prorated on 2080 hours being a full-time equivalent.

(b) When two (2) employees are hired on the same day the seniority will be given to the employee who works the first shift.

(c) When two (2) new employees work the same first shift as per Article 14.01 (b) a random draw will take place at the next Labour Management meeting.

14.02 The Employer shall maintain a bargaining unit wide 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 in January and July of each year.

The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the lists may be forwarded to the Employer in writing, failing which the list shall be deemed to be accurate and the Employer shall be entitled to rely on the list as posted or corrected. Upon presentation of



proof of error by an employee or the Union or the Employer such error shall be corrected.

14.03 A newly hired employee shall be on probation for a period of four hundred (400) working hours from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 An employee shall not lose seniority rights if **they are** absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose **their** seniority and shall cease to be an employee in the event:

- 1) **They are** discharged for just cause and is not reinstated.
- 2) **They** resign in writing and does not withdraw such resignation within two (2) working days.
- 3) **They are** absent from work and does not make contact with the Employer in excess of seven (7) calendar days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) **They** fail to return to work within seven (7) calendar days following a lay-off 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 **their** current address and current phone number. An employee recalled for casual work or employment of short duration at a time when **they are** employed elsewhere shall not lose **their** recall rights for refusal to return to work.
- 5) **They are** laid off for a period longer than twelve (12) months.
- 6) **They** fail to return from an authorized leave of absence or begins other employment while on authorized leave of absence.
- 7) Any employee who fails to communicate with the Administrator for more than six (6) months while on a leave of absence, other than a protected leave under the Labour Standards Code, may be deemed to have abandoned their position, unless the employee can substantiate they were unable to respond due to illness, accident or circumstances completely out of their control.

14.05 (a) No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside of the bargaining unit, **they** shall retain **their** seniority accumulated up to the



date of leaving the Unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit after **their** trial period, which shall be a maximum of four hundred (400) working hours. If an employee returns to the bargaining unit **they** shall be placed in a job consistent with **their** seniority. Such, shall not result in the lay-off or bumping of an employee holding greater seniority.

- (b) The Employer agrees to only reassign employees between sites on an exceptional basis. Prior to such reassignment, the Employer will consult with the Union. This does not preclude employees requesting a reassignment in which case the Employer in its discretion may approve such reassignment.

## **ARTICLE 15 – PROMOTIONS, STAFF CHANGES AND TRAINING**

15.01 (a) When the Employer determines that a vacancy occurs or a new position is created, inside the bargaining unit, the Employer shall post notice of the position within one (1) week on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. A copy of the posting shall be sent to the Secretary of the Union.

- (b) When a vacancy occurs or a new position is created outside of the bargaining unit, the Employer will, as a courtesy, post a notice of such position on the bulletin boards.

15.02 Such notice shall contain the following information: nature of position, shift, wage or salary rate, minimum required qualifications.

15.03 No application received from outside advertisement for any vacancy within the bargaining unit shall be processed until the applications of present employees have been fully processed.

15.04 Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the minimum required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting unless prevented from doing so for a justifiable reason.



## 15.05 Diversity

**The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.**

**The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.01.**

- 15.06 (a) The successful applicant and the secretary of the Union shall be notified following the end of the posting period referred to in Article 15.04. **They** shall be placed on trial for a period of four hundred (400) working hours. Conditional on satisfactory service, the employee shall be appointed to the position after the period of four hundred (400) working hours. 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, **they** 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.
- (b) Consideration for promotion within the bargaining unit may be given to the senior applicant who does not possess the required qualification but is preparing for qualification prior to filling the vacancy. Such qualifications would be obtained within three (3) months, or within the time frame of the program if already enrolled. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to **their** former position if the required qualifications are not met within three (3) months or the time frame of the program if already enrolled.
- 15.07 The Union shall be notified in writing at the beginning of each month of all appointments, hirings, completion of probationary periods, temporary positions, leave of absences, layoffs, transfers, recalls and resignation / termination of employment during the previous month.



15.08 An employee unable through injury or illness to perform **their** normal duties shall be provided with alternate suitable employment, provided such employment is available.

15.09 An employee, who through advancing years is unable to perform **their** normal duties, shall be provided with alternate suitable employment, provided such employment is available.

15.10 The Employer may inaugurate a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising.

15.11 Short Term Temporary Position

In the event a temporary position is created by an approved leave of absence of more than four (4) weeks but not exceeding twelve (12) weeks is created, the position will be filled by the most senior employee presenting the required minimum qualifications within that classification provided **they** desire. For temporary assignments of up to twelve (12) weeks the position will be filled by the most senior part-time employee presenting the required minimum qualifications within that classification provided **they** desire. The successful employee will remain in that position as long as the temporary position exists, except that if another permanent position should become vacant the employee may apply, and if successful will be placed into the permanent position.

15.12 (a) The Employer shall post any Training Courses and experimental programs for which employees may be interested. The bulletin shall contain the following: type of course (subjects and material covered), time, duration, and location of the course - minimum qualifications required for applicants.

(b) For purposes of wages and benefits, time spent in attendance at training courses required by the Employer shall be considered to be time worked.

(c) When an employee is scheduled for a training course for more than two (2) hours and scheduled to work the same day, the Employer will find a replacement for **their** shift if requested in writing by the staff member going on training at least two (2) weeks prior to the day scheduled for the training course.

15.13 Training Standards Renewals

Periodic retraining of employees is required to maintain the competencies set out by the Department of Community Services including any Food Handlers course approved by the Employer. The Employer will pay the full cost of this training and employees will be compensated for attending such training at their regular rates



of pay. Overtime will not be paid to the employee for any hours spent by the employee in training in excess of the normal bi-weekly hours.

It is the responsibility of each employee to ensure that these competencies are maintained. The Employer shall not incur any additional costs resulting from an employee's failure to complete such retraining within the appropriate time frame.

Employees who are registered for courses and fail to attend will not be scheduled for shifts until the required training is completed.

The Employer shall endeavour to post training schedules in each home at least sixty (60) calendar days but in no case less than thirty (30) calendar days prior to the training. In the event that circumstances do not allow the Employer to post schedules at least thirty days prior to the training, the Employer will notify the Union of the circumstances.

## **ARTICLE 16 - LAY-OFFS AND RECALLS**

- 16.01 (a) Both parties recognize that job security shall increase in proportion to length of service as well as minimum required qualifications. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority as well as minimum qualifications for the job. The Employer will offer employees who so choose the opportunity for a voluntary layoff.
- (b) The laid off employee shall have the right to bump the most junior employee in the Bargaining unit, provided they have the minimum required qualifications for the position.
- 16.02 Employees shall be recalled in the order of their seniority provided they have the minimum required qualifications to fill the recalled position.
- 16.03 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 16.04 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks prior to the effective date of lay-off except for layoffs which result from circumstances beyond the Employer's control at which time as much notice as possible will be given. If the employee has not had the opportunity to work the days as provided in this article, **they** shall be paid for the days for which work was not made available. Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.
- 16.05 The Employer will endeavour to provide adequate notice so the Union may call a



membership meeting to inform the membership and to prepare for the proposed lay off.

## **ARTICLE 17 - HOURS OF WORK**

- 17.01 The normal hours of work shall be eight (8) hours per day including a one half (1/2) hour lunch and two fifteen minute breaks as referred to in Article 17.05. The normal days per week shall be five (5) days per week with a week being the period from 11:00 p.m. Sunday to Friday 11:00 p.m. The Employer shall guarantee not to schedule more than five (5) consecutive shifts in one (1) week.
- 17.02 The shifts between the hours of 11:00 PM on Friday through 11:00 PM on Sunday will be worked by part-time or casual employees, or full-time employees as set out in the Letter of Understanding attached to this Collective Agreement.
- 17.03 (a) Work schedules shall be posted every four (4) weeks and shall be one (1) week in advance. An employee wishing to change shift may do so after making arrangements with another employee and must obtain permission from the Employer.
- (b) Regular part time employees shall not be scheduled for extra shifts without their knowledge, but are expected to make reasonable efforts to fill vacant shifts as per operational requirements.
- 17.04 Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work and providing that there is a vacancy in the shift requested.
- 17.05 An employee shall be permitted a rest period of fifteen (15) minutes in the first half and in the second half of a shift in an area made available by the Employer.
- 17.06 Any employee working a double shift may be entitled up to two (2) hours off with pay for personal reasons before commencing the second shift. Personal reasons to be approved by management.
- 17.07 When an employee has to work a double shift, in an emergency, that employee may have the next day off, if scheduled to work, if **they** so desire, provided the Employer has adequate staff.
- 17.08 (a) The Employer shall provide at least twelve (12) hours rest between shifts unless otherwise mutually agreed.
- (b) Current shifts shall remain at eight (8) hours and shall not be altered without the agreement of the parties.
- 17.09 The first shift of the day shall be the shift where the majority of hours are



completed before 8:00 a.m.

## **ARTICLE 18 - OVERTIME**

- 18.01 (a) All time worked beyond the normal work day of 8 hours, **or** the normal work week of 40 hours in a calendar week shall be paid for at the rate of time and one-half. Overtime premiums will not be incurred by the Employer as a result of exchange in shifts between two employees.
- (b) Notwithstanding any other provision of Article 18, overtime shall not apply to time worked as a result of extra shifts requested by the employee unless the extra shifts put the employee beyond eighty-eight (88) hours worked in a pay period.
- 18.02 If an employee works a double shift a meal will be provided by the Employer. If the double shift extends beyond midnight, the employee shall be provided a meal not to exceed \$14.00. The employee shall be reimbursed upon presentation of a receipt for a meal to the home accountant.
- 18.03 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 18.04 Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.
- 18.05 An employee who is called back to work outside **their** regular working hours shall be paid for a minimum of 4 hours at straight time rates or overtime rates for the actual hours worked, whichever is greater.
- 18.06 Instead of cash payments for overtime, an employee may choose to receive time off, at employee's request at the appropriate overtime rate within sixty (60) calendar days of the overtime accruing.
- 18.07 When an employee is called in to work between 11:30 p.m. and 6:30 a.m., or if an overtime or work period ends during this time, taxi service to the home shall be provided by the Employer.
- 18.08 Where an employee is called in to work a regular shift one half (1/2) hour or more prior to the commencement of the shift, and arrives within one (1) hour of the commencement of the shift then **they** will be paid for the full shift provided that **they** work until the normal completion of the shift.

Whereas an employee may be called in to work a regular shift less than one half (1/2) hour prior to the commencement of the shift, and arrives within one and one



half (1-1/2) hours of the commencement of the shift then **they** will be paid for the full shift provided that **they** works until the normal completion of the shift.

## **ARTICLE 19 - HOLIDAYS**

19.01 (a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	<b>National Day of Truth and Reconciliation</b>
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Halifax/Dartmouth Natal Holiday	

Holiday premiums as per Article 19:02 will be paid on shifts where the majority of the hours of the shift occur on the holiday.

(b) Any new holiday proclaimed by the Federal, Provincial, or Municipal Government will also be considered as a paid holiday for the purpose of 19.01 (a).

19.02 If **full time** employee's normal work day falls on a holiday listed in 19.01, **they** shall receive time and one-half (1 1/2) of **their** applicable rate for all hours worked in addition to the regular days' pay, or at **their** option another day off as mutually agreed, to be taken within sixty days (60) days or added to annual vacation. All full-time employees shall get all holidays off unless they request to work the holiday.

19.03 If a holiday falls on a Saturday or Sunday, the day proclaimed by the government shall be the day observed.

19.04 Part-time employees who do not work on a Statutory Holiday shall receive pro rated holiday pay based on accumulation of one hour paid for every 23.5 regular hours worked. This does not include Workers' Compensation, Leave of Absence or unpaid illness.

19.05 Part-time employees who work on the Statutory Holiday shall receive one and one half (1-1/2) times pay for the hours worked and receive time off with pay based on accumulation of one hour off for every 23.5 regular hours worked, and has worked on **their** last scheduled shift or day before the holiday and on the first scheduled shift or day after the holiday. This time off will be at a mutually agreeable time within sixty (60) days of the holiday.

19.06 In the event any of the above holidays fall on an employee's day off, an additional day off shall be granted by the Employer. Such additional day shall be



agreed upon mutually between the employee and the Employer or added to the annual vacation period, if not taken within thirty (30) days.

**ARTICLE 20 - VACATIONS**

20.01 A Full-time employee shall receive an annual vacation with pay in accordance with **their** years of employment as follows:

Less than one year - in accordance with the *Labour Standard Code*

Greater than one but less than three two (2) weeks

greater than three but less than seven three (3) weeks

greater than seven years four (4) weeks

After fifteen years or more five (5) weeks

Vacation year is January 01 - December 31 for purposes of this Agreement.

20.02 Regular Part-time employees shall receive vacation pay on a pro-rated basis of 4% of gross annual earnings for each week of entitlement time off **up to eight years of service and 6 % over 8 years of service** or Labour Standards, whichever is greater. Time off shall be as outlined in Article 20.01 and will be without pay. Such payouts will be made twice per year in November and **May** of each year and will consist of earned vacation pay up to the time of each payout.

20.03 If a paid holiday falls or is observed during an employees vacation period, **they** shall have an additional vacation day with pay added to **their** vacation at the employees' request or at a time mutually agreeable between the Employer and the employee.

20.04 An employee terminating **their** employment at any time in **their** vacation year before **they have had their** vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

20.05 On retirement, an employee shall be entitled to the same vacation or vacation pay which **they** would have earned if **they** had continued in employment to the end of the calendar year.

20.06 (a) **For Full Time Employees every effort will be made to provide vacation in accordance with an Employee's wishes based on their seniority Vacations shall be scheduled in a manner that will least interfere with the Employer's operations.** Vacation schedules shall be posted by May first (1 st) of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall



commence immediately following an employee's regular scheduled days off.

Vacation year is January 01-December 31 for purposes of this Agreement.

- (b) **Unpaid vacations for Part Time Employee shall be scheduled in a manner that will least interfere with the Employer's operations. Part Time Employees shall request unpaid vacation on a monthly basis by submitting a written request to the Employer two weeks in advance of the monthly schedule being posted. When granting these requests seniority shall be a consideration. For requests made after this monthly deadline they shall be considered on a first come first served basis. Unpaid vacation time for Part Time Employees will only be considered after Vacation time has been granted for Full Time Employees in accordance with article 20.06 (a)**

20.07 An employee may not waive vacation and receive pay in lieu of vacation.

In exceptional circumstances an employee may be unable, due to the operational requirements of the Employer, to use all of the vacation entitlement in a year. In such circumstances, the Employer may, at their discretion, permit the employee to carry over the unused vacation to be taken in the next year, or alternatively, pay out the unused vacation.

20.08 Employee's vacation may be taken in unbroken periods. Vacations will be scheduled during the Christmas period of December 10<sup>th</sup> to January 3<sup>rd</sup> on a yearly equitable rotating basis to the most senior full-time employee per facility who has not previously exercised such a vacation. **In the event that no full time employees exercise their right to such a vacation. A Part time employee shall be given the opportunity to take unpaid vacation during this time in order of seniority on a yearly equitable rotating basis.**

## **ARTICLE 21 - SICK LEAVE**

21.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

21.02 (a) Full-time employees who have completed the probationary period as outlined herein will be permitted a sick leave allowance of eighteen (18) working days per year. Paid sick leave will be accumulated at the rate of one and one-half (1-1/2) days per month until a maximum of ninety (90) days has been reached. When an employee is placed on the seniority list as a result of having completed the probationary period, the employee will start earning sick leave credits.



- (b) Part-time employees who have completed the probationary period as outlined herein will be permitted a sick leave allowance on the basis of one (1) eight (8) hour day of sick leave for every one hundred forty one (141) hours worked. When an employee is placed on the seniority list as a result of having completed the probationary period, the employee will start earning sick leave credits.

21.03 An employee may not use sick leave credits until **they have completed their** probationary period.

21.04 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) consecutive days certifying that such employee is unable to carry out **their** duties due to illness. Requests for leave for sickness must be made to a Manager by either speaking directly with the Manager or leaving a phone or text message, and by calling the House phone number to advise of the absence. If the Employer has reason to believe that an employee is abusing sick leave the Employer may require such certificate for an illness that is less than three (3) days.

21.05 (a) After an illness of more than thirty (30) calendar days an employee shall give the Employer a minimum of ten (10) **business** days' notice as well as a completed fitness to return to work report from a qualified medical practitioner **or should an employee need to remain on medical leave they will contact management in writing 10 business days prior to the expiration of their current medical leave to provide updated medical information to support an extension of their medical leave or to provide the date of their next medical appointment.**

**(b) If an employee fails to comply with the requirements as outlined in 21.05 (a) and does not return to work or contact management within 7 days of their approved medical leave ending then they shall be deemed to be AWOL and terminated in accordance with 14.04 (3) unless such notice was not reasonably possible.**

21.06 By the end of January of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to **their** credit.

21.07 When an employee is given a leave of absence for any reason **they** shall not receive sick leave credits for the period of such absence but shall retain **their** cumulative credit.

21.08 Family Illness Leave

In the case of illness or injury of a member of the employee's immediate family, meaning spouse, son, daughter, father or mother, when no one other than the



employee can provide for the needs of the ill person, the employee may be granted, after notifying **their** immediate management supervisor, up to sixteen (16) hours of sick leave per calendar year to attend to the illness or emergency, provided the employee has sufficient sick leave credits in **their** sick leave bank to cover the leave.

#### 21.09 Workers' Compensation

- (a) 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 **their** 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.
- (b) The Employer and the employee shall continue to cost share the premiums of the pension plan, group medical plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.

This amendment will take effect date of ratification for those bargaining units that have a defined benefit pension plan.

- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) 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.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in an ease back or return to work program following a period of WCB shall be paid **their** regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.



21.10 If an employee leaves the workplace prior to the end of **their** scheduled shift due to an injury or accident, the employee shall seek immediate medical treatment.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.01 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures with the Employer. The Shop Steward shall have the right to investigate grievances upon request to the Employer, such permission not to be unreasonably withheld. Such time would be considered time worked.

22.02 Upon request to the Employer, no more than two (2) employees elected or appointed to represent the union at conventions shall be allowed leave of absence with pay and benefits. Upon request to the Employer, not more than three (3) employees elected or appointed to represent the Union at recognized labour educational courses shall be allowed leave of absence with pay and benefits. It is provided further that paid educational leave shall not total more than two (2) weeks for all employees in any one calendar year. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The Union shall give to the Employer at least two (2) weeks notice of such requested leave. It is agreed that no leaves of absence will be granted if the result would be to leave a department without any employees.

22.03 (1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.

(2) An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during **their** term of office.

(3) An employee who is elected or selected for a full-time position with the Union, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be reviewed each year, on request, during **their** term of office.

### 22.04 Bereavement Leave

(a) Immediate Family

Each employee shall be entitled to seven (7) consecutive calendar days compassionate leave with pay in case of death in the immediate family of



the employee. For the purpose of this clause, immediate family includes: father, mother, sister, brother, husband, wife, common-law spouse, former guardian, daughter, son, step-children residing with the employee, step-parents, grandparents, grandchild, step-brother and step-sister.

(b) Extended Family

Two (2) consecutive calendar days bereavement leave without loss of pay and benefits shall be granted to any employee for the purpose of attending the funeral of a niece, nephew, aunt or uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law.

(c) Out-of-Province Bereavement

In cases of out-of-province bereavement, the above mentioned compassionate leave of up to four (4) additional consecutive calendar days duration may be granted.

(d) Protection for Loss of Regular Pay

When an employee is on bereavement leave as set out in (a), (b) or (c) above, the employee shall be paid only for those shifts the employee was previously scheduled to work during the period in which the bereavement leave fell.

(e) When an employee is on vacation, and a death occurs that results in bereavement leave entitlement, the employee shall be granted the bereavement leave and any unused vacation days shall be restored.

(f) In the event the funeral, memorial or interment service is set for a later date, the employee may defer one bereavement leave day to attend the funeral, memorial or interment service, if scheduled to work. If the employee wishes to attend the funeral, memorial or interment service, they must give the employer written notice of **their** intention to do so on return to work from the initial bereavement. If the employee uses all bereavement leave allocated in this article, they may be granted an unpaid day.

22.05 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer on request, may grant the bereavement leave.

22.06 In the event of a death of a fellow worker, the Union may have one (1) person from the department involved and one (1) Union representative to attend the funeral in town and surrounding areas up to 100 km radius, without pay provided adequate staffing is maintained.



22.07 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror, in juror selection, or witness in any court. The Employer shall pay such an employee the difference between **their** normal earnings and the payment **they** receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

22.08 An employee may be entitled to leave of absence without pay and without loss of seniority for a total leave duration of up to one (1) year at a time, when **they** requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer, such approval not to be unreasonably withheld.

22.09 Before an employee may return to work from a leave of greater than one (1) month granted under Article 22.08, **they** must provide a minimum of two (2) weeks notice of the specific date of **their** return to work, or such shorter time as mutually agreed.

#### 22.10 Pregnancy and Parental Leave

Employees shall be granted pregnancy and parental leave in accordance with the provisions of the *Labour Standards Code and Regulations* of the Province of Nova Scotia.

22.11 Two (2) days paid and one (1) day unpaid paternity leave shall be granted to male employees for the day of the birth and the day following the birth of a child.

#### 22.12 Leave for Storm or Hazardous Conditions

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

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.

#### 22.13 Domestic Violence Leave

**An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to a leave of absence if the**



**Employee or a child of the Employee experiences domestic violence in accordance with the *Labour Standards Code*.**

**ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

23.01 The Employer shall pay salaries and wages bi-weekly on Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. In each pay period, one day prior to the pay day each employee shall be provided with an itemized statement of **their** wages, overtime, and other supplementary pay and deductions in a sealed envelope.

23.02 When an employee is temporarily assigned to perform work in a classification inside or outside the bargaining unit paying a higher rate, **they** shall receive the rate for the higher classification. If a grid is in place, **they** shall be placed at the rate immediately above **their** current rate in the higher classification to which **they were** assigned.

Employees in the RCW classification who are scheduled to work Monday to Friday during the day shift (7-3) to work in the kitchen for more than (10) ten days will be paid a salary equal to that of the Staff Cook as per schedule A for all hours worked after the tenth (10<sup>th</sup>) day. The Employer reserves the right to determine whether the Employee is able to perform the Cook's duties.

23.03 When an employee is temporarily assigned to a position paying a lower rate, **their** rate shall not be reduced.

23.04 If an employee covered by this Agreement has not received wages earned in any one pay period because of shortage, it shall be adjusted and paid within twenty--four (24) hours of notification.

23.05 **Shift Premium**

**A shift differential premium of two dollars and thirty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between 1900 hours and 0700 hours.**

**This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective March 23, 2024 and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.**

**The shift premium shall be applicable to all hours worked, including overtime hours worked.**



**23.06 Weekend Premium**

**A weekend premium of two dollars and thirty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between midnight Friday and midnight Sunday**

**This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective March 23, 2024 and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.**

**The weekend premium shall be applicable to all hours worked, including overtime hours worked.**

23.07 The premiums shall not apply when calculating overtime, vacation pay, sick leave, holidays or other fringe benefits.

23.08 When an employee resigns, is discharged, retires or dies, the employee or beneficiary or the estate shall receive payment for any monies including but not limited to any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer by the employee.

**23.09 Retroactivity**

**Wages for all employees shall be retroactive April 1, 2021, 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 applying to the Employer in writing within thirty (30) calendar days of the signing of this Agreement.**

**23.10 Recognition of Previous Experience – RRWs and RCWs**

**RRW/RCWs may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer of the RRW/RCW's previous experience as either an RRW or RCW for the purpose of initial placement on Schedule A. The RRW or RCW must submit the evidence within 30 days of commencement of employment. A RRW/RCW will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.**

**ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions



unless the Union presents written objection within 30 days. Non-agreement of the descriptions is subject to the grievance/arbitration procedure.

24.02 Existing classifications shall not be eliminated or changed without prior notice to the Union. Such notice is subject to the grievance/arbitration procedure.

24.03 When a new classification is created in the bargaining unit, or the duties of a present classification are substantially changed and the Union does not agree with the rate of pay established such disagreement shall be submitted to the grievance procedure at Step 2 and arbitration.

## **ARTICLE 25 - EMPLOYEE'S BENEFITS**

25.01 The Employer agrees to continue to provide a group medical plan for participation by all full-time employees, subject to the eligibility requirements of the Plan as well as all terms and conditions of the Plan.

The Employer shall pay sixty-five percent (65%) of the premiums and the employee shall pay thirty-five percent (35%) of the premiums of the group medical plan. For clarity, this cost-sharing arrangement does not cover any other health benefits which may or may not be provided by this Employer (for example, dental insurance, life insurance, accidental death and dismemberment insurance, etc.). Any other benefits will continue to be cost-shared at the existing levels.

**The Employer shall pay fifty (50%) of the premiums and the employee shall pay fifty percent (50%) of the premiums for the existing (or similar coverage) dental plan.**

25.02 All employees covered by this Collective Agreement shall be covered by the *Nova Scotia Workers' Compensation Act*.

25.03 The parties agree that during a leave of absence for illness the Employer shall pay 100% cost of the group medical plan on behalf of the employee for 90 days. Upon the employee's return from this leave of absence, **they** shall, reimburse 50% to the Employer.

## **ARTICLE 26 - HEALTH AND SAFETY**

26.01 The Employer and the Union agree to comply with the provisions of the *Nova Scotia Occupational Health and Safety Act*.

The Joint Occupational Health and Safety Committee (JOSH) shall be composed of one (1) representative from each of the three work sites, and two (2) representatives of the Employer.



Committee meetings shall be considered time worked and paid by the Employer at the applicable rate.

26.02 Alcohol and Drug Addiction - Without detracting from the existing rights and obligations of the parties recognized in other provisions of the Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation provided that this program will not interfere with the direct care given to the residents of Colonial Community Services.

26.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be through the employee's medical plan or MSI. The Employer will top up any portion not covered by the employee's medical plan.

26.04 A First Aid Kit shall be supplied in each facility.

26.05 Right to Refuse

An employee may exercise the right to refuse work in accordance with the Nova Scotia *Occupational Health and Safety Act*.

26.06 New Workplace Violence

**The Employer, the Union and all Employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.**

**(a) VIOLENCE RISK ASSESSMENT**

**The Employer agrees to have a current violence risk assessment for all worksites in accordance with the provisions of the Occupational Health and Safety Act (the "OH&S Act).**

**The employer agrees to update the violence workplace assessment for a worksite in accordance with the provisions of the OH&S Act.**



**(b) WORKPLACE VIOLENCE PREVENTION PLAN**

**The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the provisions of the OH&S Act. The Plan will be available to all employees in accordance with the OH&S Act.**

**(c) TRAINING**

**The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace in accordance with the provisions of the OH&S Act. The training will include the following in accordance with the provisions of the OH&S Act:**

- i. The rights and responsibilities of employees under the OH&S Act.**
- ii. The workplace violence prevention statement.**
- iii. The measures taken by the employer to minimize or eliminate the risk of violence.**
- iv. How to recognize a situation in which there is a potential for violence and how to respond appropriately.**
- v. How to respond to an incident of violence, including how to obtain assistance.**
- vi. How to report, document and investigate incidents of violence.**

**(d) EMPLOYEES WHO EXPERIENCE VIOLENCE**

**Where an incident of violence has occurred in the workplace it will be reported to the Employer and joint Occupational Health and Safety Committee.**

**The Employer agrees to provide supports in accordance with the provisions of the OH&S act to employees who experience violence in the workplace.**

**(e) NO REPRISALS**

**The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident of workplace violence.**

**ARTICLE 27 - TECHNOLOGICAL AND OTHER CHANGES**

27.01 Three (3) months if the change is due to internal reasons of the Employer or as much notice as reasonably possible if the change is due to a governmental department or legislation change before the introduction of any technological or other changes, or new methods of operation which affects the rights of employees, conditions of employment, wage rates or work loads, the Employer



shall notify the Union of the proposed change.

## **ARTICLE 28 - CONTRACTING OUT**

28.01 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 29 - GENERAL CONDITIONS**

29.01 Accommodation shall be provided for employees to have their meals and keep their clothing.

29.02 The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings, and such other notices, is may be of interest to the employees.

### **29.03 Transfers**

In the event an employee is required to move to another location in Nova Scotia because of a spousal transfer the employee will be considered for vacancies, in other Colonial Community Services facilities. The employee may transfer vacation credits and sick leave credits, if the same ones are applicable in the home to which the employee is transferring and that facility has CUPE as the representative Union.

29.04 R.C.W.s shall not be responsible for lost or missing items as a result of doing laundry, distributing or sorting the personal clothing of/for residents.

## **ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS**

30.01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess which the Employer has knowledge of, 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,

30.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

30.03 In the event the Employer merges or amalgamates with any other body, the



Employer undertakes to recommend that:

- 1) Employees shall be credited with all seniority rights with the new Employer.
- 2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- 3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- 4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- 5) No employee shall suffer a loss of employment as a result of merger.

#### **ARTICLE 31 - GENERAL**

**31.01 The parties agree that gender specific language in the Collective Agreement shall be amended to reflect gender neutrality, e.g., “he” or “she” shall be changed to “them” or “their, as may be appropriate.**

#### **ARTICLE 32 - TERM OF AGREEMENT**

- 32.01 This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2026 and shall continue from year to year thereafter, unless either party gives notice to the other party (notice in writing), at least ninety (90) days prior to that it desires its termination or amendment.
- 32.02 Any changes deemed necessary in this Agreement may be made by mutual agreement any time during the existence of this Agreement.
- 32.03 Subject to approval by the Department of Community Services and unless otherwise specified, all changes in the new agreement shall become effective on the date of signing of the Agreement and shall remain in full force for the life of the Agreement, except for wages which will be adjusted retroactively.
- 32.04 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 calendar days of the signing of this Agreement.



**ARTICLE 33 - BENEFIT AND BINDING**

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

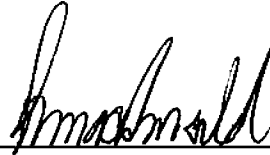
**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto the day and year first above written.

**DATED** at Halifax, Nova Scotia this *20* day of *JUNE* 2024.

**COLONIAL COMMUNITY SERVICES FOR:**

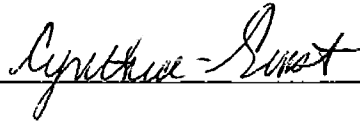
**LYNDEN REST HOMES  
HARBOR GLEN MANOR  
SOUTHWOOD VILLA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
LOCAL 3698**

  
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## **SCHEDULE "A"**

### **SCALE OF WAGES**

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

#### **Wages (Economic Adjustments)**

**(except those whose rates of pay continue to be red circled as a result of the matching exercise that took place in 2007 or otherwise)**

**For those agreements that expired on March 31, 2015:**

- i. Increase of 1.5% to all pay rates on April 1, 2021;**
- ii. Increase of 1.5% to all pay rates on April 1, 2022;**
- iii. April 1, 2023 (after 1.5%, 1.5%, but BEFORE 3%), positions where max annual salary is less than \$39,000 (equivalent to 1950 x \$20/hour) will have the annual salary for the full-time position positively adjusted by an annualized increase of \$1950.\*\***
- iv. Increase of 3.0% to all pay rates on April 1, 2023;**
- v. Increase of 0.5% to all pay rates on March 31, 2024;**
- vi. Increase of 3.0% to all pay rates on April 1, 2024**
- vii. Increase of 2.0% to all pay rates on April 1, 2025**



**COLONIAL COMMUNITY SERVICES  
And  
CUPE Local 3698**

**Schedule "A"  
Scale of Wages**

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

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		Wage Adjustment (including 1.5%)		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.00%	
				Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.1-22 Hourly Rate	Apr.1-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Residential Care	Start	\$17.0668	\$35,499	\$17.3228	\$36,031	\$19.8121	\$41,209	\$20.4065	\$42,446	\$20.5085	\$42,658	\$21.1238	\$43,938	\$21.5463	\$44,816
Worker															
	After Year 1					\$20.2166	\$42,051	\$20.8231	\$43,312	\$20.9272	\$43,529	\$21.5550	\$44,834	\$21.9861	\$45,731
	After Year 2					\$20.6291	\$42,909	\$21.2480	\$44,196	\$21.3542	\$44,417	\$21.9948	\$45,749	\$22.4347	\$46,664
	After Year 3					\$21.0502	\$43,784	\$21.6817	\$45,098	\$21.7901	\$45,323	\$22.4438	\$46,683	\$22.8927	\$47,617
	After Year 4					\$21.4796	\$44,678	\$22.1240	\$46,018	\$22.2346	\$46,248	\$22.9016	\$47,635	\$23.3596	\$48,588



				% Increase: 1.50%	% Increase: 1.50%	% Increase: 3.00%	% Increase: 0.50%	% Increase: 3.00%	% Increase: 2.00%						
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Staff Cook	Probationary Rate	\$20.7189	\$43,095	\$21.0297	\$43,742	\$21.3451	\$44,398	\$21.9855	\$45,730	\$22.0954	\$45,958	\$22.7583	\$47,337	\$23.2135	\$48,284
	Regular Rate	\$21.0704	\$43,827	\$21.3865	\$44,484	\$21.7073	\$45,151	\$22.3585	\$46,506	\$22.4703	\$46,738	\$23.1444	\$48,140	\$23.6073	\$49,103
Maintenance I	Probationary Rate	\$21.3033	\$44,310	\$21.6228	\$44,975	\$21.9471	\$45,650	\$22.6055	\$47,019	\$22.7185	\$47,254	\$23.4001	\$48,672	\$23.8681	\$49,646
	Regular Rate	\$21.6651	\$45,063	\$21.9901	\$45,739	\$22.3200	\$46,426	\$22.9896	\$47,818	\$23.1045	\$48,057	\$23.7976	\$49,499	\$24.2736	\$50,489



## MEMORANDUM OF AGREEMENT

**BETWEEN:**

**Colonial Community Services Limited**

**Employer**

**-and-**

**Canadian Union of Public Employees Local 3698**

**Union**

**(Re: JOINT PROVINCIAL COMMITTEE - WCB)**

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 (2) days associated with the WCB claim. The two (2) initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.

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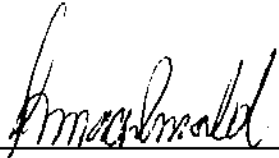
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5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five(5) weeks, the Employee will be paid by WCB for the initial two (2) unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the two (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 two (2) day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the two (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 (2) 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 their 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 their sick leave bank and the total hours or dollars of sick time used to provide top up during the Employee's absence on WCB.


**DATED** at Halifax, Nova Scotia this *20* day of *JUNE* 2024.

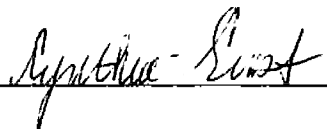
**COLONIAL COMMUNITY SERVICES FOR:  
LYNDEN REST HOMES  
HARBOR GLEN MANOR  
SOUTHWOOD VILLA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
LOCAL 3698**

  
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**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Colonial Community Services Limited**

**Employer**

**-and-**

**Canadian Union of Public Employees Local 3698**

**Union**

**(Re: PAYMENT OF RETROACTIVITY)**

The Union and the Employer agree that with respect to the payment of retroactivity for the contract of April 1, 2021 to March 31, 2026, the Employer will provide payment information at the time of payment showing totals for retroactivity on each of salary, shift premiums, weekend premiums and overtime **if requested by the employee.**


**DATED** at Halifax, Nova Scotia this *20* day of *JUNE* 2024.

**COLONIAL COMMUNITY SERVICES FOR:  
LYNDEN REST HOMES  
HARBOR GLEN MANOR  
SOUTHWOOD VILLA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
LOCAL 3698**

  
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**MEMORANDUM OF AGREEMENT**

**Colonial Community Services Limited and CUPE Local 3698**



**REQUIRED EDUCATION**

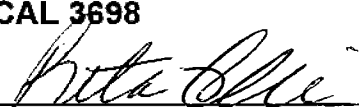
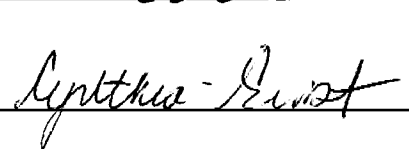
**In the event the Province of Nova Scotia decides to amend the required Core Competencies for the Residential Care Worker employees will have up to one (1) year to become fully qualified. The necessary education shall be provided at no cost to the Employee and any time spent acquiring such qualifications shall be compensated at straight time rates.**

DATED at Halifax, Nova Scotia this *20* day of *JUNE* 2024.

**COLONIAL COMMUNITY SERVICES FOR:  
LYNDEN REST HOMES  
HARBOR GLEN MANOR  
SOUTHWOOD VILLA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
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**MEMORANDUM OF AGREEMENT**

**Colonial Community Services Limited and CUPE Local 3698**

**RESIDENTIAL CARE WORKER (RCW) CLASSIFICATION**

**WHEREAS the Union and the Employer agree that there are instances where the RCW classification is working to the full scope of the Residential Rehabilitation Worker (RRW);**

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

**Where an Employer identifies in writing within 30 days of the signing of this Agreement that an RCW is working to the full scope of the classification they will move them to the RRW classification.**

**RCWs moved to the RRW classification as a result of this shall be required to complete the two (2) additional core competencies if not already completed.**

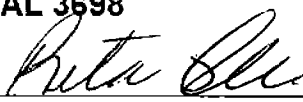
**The effective date for this change shall be the date of ratification.**


**DATED** at Halifax, Nova Scotia this *20* day of *JUNE* 2024.

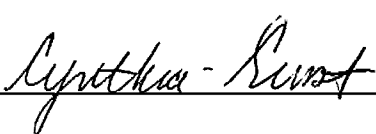
**COLONIAL COMMUNITY SERVICES FOR:  
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**MEMORANDUM OF AGREEMENT**

**Colonial Community Services Limited and CUPE Local 3698**

**RETIREMENT BENEFIT ENHANCEMENTS**

**Whereas the parties wish to enhance retirement benefits for employees and to offer the option of a defined benefit pension plan to employees the parties agree to the following:**

**Registered Retirement Savings Plans**

**Where the parties participate in a Registered Retirement Savings Plan (including Defined Contribution) the Employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan) effective April 1, 2024 or as soon as reasonably possible following April 1, 2024.**

**Upon joining the CAAT Pension Plan Employer and Employee contributions shall be matching and shall be at the following rates:**

**April 1, 2024 or effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%).**

**April 1, 2025 the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%).**



**March 31, 2026 the Employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).**

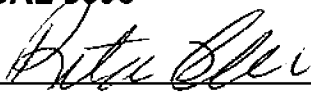

**This Comprehensive settlement package is contingent on the Union agreeing to provide a positive recommendation at ratification.**

**DATED at Halifax, Nova Scotia this 20 day of JUNE 2024.**

**COLONIAL COMMUNITY SERVICES FOR:  
LYNDEN REST HOMES  
HARBOR GLEN MANOR  
SOUTHWOOD VILLA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
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