

# **COLLECTIVE AGREEMENT**

**between**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936**

**EXPIRES: March 31, 2028**

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THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D., 2026.

BETWEEN: **Lunenburg County Home Support Services Society**  
hereinafter called the "Employer"

Party of the First Part

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
Local 3936,  
hereinafter called the "Union"

Party of the Second Part

#### **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work as well as provision for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the Agreement has been violated.

#### **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union and the employees covered by this Agreement recognize that it is the exclusive function and right of the Employer to direct the workforce and to manage Lunenburg County Home Support Services Society in all respects. All rights of Management that existed prior to the signing of this Collective Agreement shall remain in force except to the extent where such rights are expressly abridged by specific provision(s) of this Collective Agreement.

### ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes Local 3936, Canadian Union of Public Employees, as the sole and exclusive bargaining agent for its employees as described in L.R.B. No. 4377.

The bargaining unit shall consist of all full-time and regular part-time Home Support Workers but excluding the Administrative Assistant, Assistant Director, Director and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*.

Casual and temporary employees are excluded as defined in Article 3.03.

- 3.02 Work of the Bargaining Unit - Supervisors, Board Members, non-bargaining employees and volunteers whose jobs are not in the bargaining unit shall not work on any jobs in the bargaining unit, except in emergencies, training/ instruction and cases mutually agreed upon by the Parties. Casual and temporary employees as defined herein are mutually agreed. Students doing field placements shall be accompanied by a current bargaining unit employee.

3.03 DEFINITIONS

- 1) FULL-TIME EMPLOYEE is one who is regularly scheduled on a full time basis and normally works 80 hours bi-weekly and who has completed the probationary period.
- 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. Temporary employees will be excluded from coverage of the Collective Agreement for a maximum of three hundred fifteen (315) hours.
- 3) REGULAR PART-TIME EMPLOYEE is an employee who is guaranteed hours in accordance with Article 17 and is scheduled to work less than eighty (80) hours but a minimum of forty two (42) hours in each bi-weekly pay period as indicated in Article 17. A Part-time employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year
- 4) CASUAL EMPLOYEES are those employees who are not regularly scheduled and are called on an ad-hoc basis from time to time as

needed. Casual employees are excluded from coverage of this Collective Agreement.

- 5) REGULAR HOURS PAID - includes hours paid by the Employer including the straight-time equivalent of overtime hours worked, paid vacation, paid holiday credits converted to hours, hours worked on a holiday and paid sick leave, and any other paid leaves for which an employee is compensated by the Employer, but excludes monies paid directly or indirectly to the employee by a third party (eg. WCB, LTD, CUPE, etc.). Note: indirect payment occurs where the Employer pays the employee but is reimbursed by such third party.

3.04 No employee shall be permitted or required to make a written or verbal agreement with the employer or their representatives which is contrary to the terms of this Collective Agreement.

3.05 "Guarantee" or "Guaranteed" when used in reference to schedules and hours of work, means the guaranteed number of hours for which an employee is paid on a daily or biweekly basis, unless otherwise absent without pay.

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

4.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination and/or harassment against any employee on grounds prohibited by the *Human Rights Act* of Nova Scotia nor by reason of their membership or activity in a labour union.

4.02 The employer and the union have a duty to accommodate an employee to the point of undue hardship and are obligated to consider employment opportunities that meet the employee's capabilities. An employee has a duty to cooperate and assist the employer and the union in the accommodation process, all accommodations shall be in writing with a copy sent to the 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 future employees of the Employer shall, as a condition of continued employment, become members in good standing of the union not later than thirty working days of continuous employment with the Employer. The Union shall not deny membership to any employee.

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

- 6.01 The Employer agrees that it will deduct from the wages of all employees in the bargaining unit an amount equivalent to the regular monthly Union dues. In addition, any assessments which are uniformly payable by all members of the bargaining unit shall be deducted.
- 6.02 Deductions shall be made monthly 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 15<sup>th</sup> day of the following month, accompanied by two copies of a list of names, addresses, total earnings 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 Unless an individual Employee directs in writing to the Employer not to provide the Union with their address and telephone number within ninety (90) days of the signing of this Agreement, the Employer shall provide the Union the following information annually and shall provide in electronic form:
- a) The name of each employee; and
  - b) The mailing address and telephone number (if listed) of each employee; and,
  - c) The personal email address of each employee;

- d) The employee's employment status (such a full-time, part-time) and if the employee is on a leave of absence.

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(s) and email address(es). If this information changes throughout the year, the employee shall advise the Employer in writing as soon as possible.

#### **ARTICLE 7 - ACQUAINTING NEW EMPLOYEES**

- 7.01 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 7.02 On commencing employment, the employee's immediate supervisor shall inform the new employee of the name of the Union Steward or Representative. The Steward or Representative shall provide the employee with a copy of the Collective Agreement.
- 7.03 A representative of the Union shall be given an opportunity to meet with new bargaining unit employees, as part of orientation, for the purpose of acquainting them with the benefits and duties of Union membership. This shall normally be done during the first six (6) weeks of employment without loss of regular pay for up to one-half ( $\frac{1}{2}$ ) hour (or, where two or more employees are being orientated one (1) hour) shall be allotted for this.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence and official communication(s) between the Parties, arising out of this Agreement shall pass to and from the Executive Director, or designate and the Secretary of the Union, or designate.
- 8.02 Any changes to Employer Personnel Policies affecting members of the bargaining unit and any notices to members shall be provided to the Union prior to being presented to the members.

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

- 9.01 A Labour Management Committee shall be established consisting of a maximum of three (3) representatives from the Union and a maximum of three (3) representatives from the Employer. The Committee shall enjoy the full support of both Parties.
- 9.02 The Committee may concern itself with matters of mutual concern including the improvement of relationships between the Parties, improved service to the public and suggestions from employees regarding working conditions and service. Matters of mutual concern may include, but are not limited to, the following:
- a) Scheduling
  - b) Travel
  - c) Training
  - d) Client Waitlist
  - e) Do not sends
  - f) Areas of work
- 9.03 The Committee shall not deal with grievances of either Party or of individual employees.
- 9.04 The Committee shall meet quarterly or at the request of either Party at a mutually agreeable time during normal working hours. Members of the Committee shall receive a notice and agenda for each meeting at least seven (7) calendar days in advance of the meeting. Employees shall not suffer loss of regular earnings for time spent attending meetings of this Committee.
- 9.05 An Employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The Employer shall be responsible for taking minutes and such minutes shall be distributed as soon as possible following the meeting.
- 9.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining or any matter relating to the administration of the 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 decisions and conclusions.

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

- 10.01 The Union will supply the Employer with the names of its officers on a yearly basis. The Employer shall supply the Union with a list of its supervisory personnel.
- 10.02 A Union bargaining committee shall be appointed or elected by employees in the Bargaining Unit and shall consist of not more than three (3) employees. The Union will advise the Employer of the names of such employees sufficiently in advance of negotiations so that scheduling of the employees can be considered.
- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such Representative(s) may visit the office location provided there is no interference with any operation. Such visit shall be to investigate and assist in the settlement of a grievance or attend meetings with the Employer. The representative shall request permission prior to any such visit and permission shall not be unreasonably denied.
- 10.04 In the event either Party wishes to call a bargaining meeting pursuant to requirements of the *Trade Union Act*, the meeting shall be held at a time and place fixed by mutual agreement.
- 10.05 Any employee who is a member of the union negotiating committee shall have the right to attend negotiating meetings with the Employer without loss of regular earnings. The Employer shall not be required to absorb such cost beyond four (4) days of bargaining meetings (forty-eight (48) hours) per person.
- 10.06 The Employer shall make available to the Union, on request and with reasonable notice, information or documents relating to employment and required for collective bargaining purposes such as policies, hiring dates, and hours of work.
- 10.07 The Employer agrees that before any final decisions are made relating to policy or conditions of employment that would affect employees, the Union will be given the opportunity to express their concerns.

## **ARTICLE 11 – INFORMAL DISPUTE AND GRIEVANCE PROCEDURE**

11.01 Union Steward(s) - The Union shall notify the Employer in writing of the name of its steward(s). In the absence of a steward, the President of the Local or designate has the right to act as a steward in any grievance situation. A steward may assist any employee which the steward represents in preparing and presenting their grievance in accordance with the grievance procedure. Only one steward shall act on behalf of an employee at one time.

11.02 The Employer agrees that if it is necessary to service a grievance during working hours, then a steward shall be permitted reasonable time for that purpose. Each steward is employed to perform work for the Employer and will not leave their work duties during working hours without giving an explanation for leaving and obtaining the supervisor's permission. Such permission will not be unreasonably withheld, and the steward shall report back to the supervisor before resuming normal duties.

11.03 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. The arbitrability of any particular grievance shall be determined, if necessary, by arbitration.

11.04 Settling of Informal Disputes and Grievances

INFORMAL DISPUTES - A dispute shall be an action or lack of action by the Employer that results in an employee feeling unjustly treated or otherwise aggrieved. An employee who has a dispute shall first discuss the matter with their supervisor within ten (10) business days of knowledge of the dispute. The Supervisor and the employee shall endeavour to resolve the matter. The Supervisor shall respond within two (2) business days of the discussion.

STEP 1 - Should the employee not be satisfied with the results of the informal dispute procedure and should the dispute be a grievance as defined herein, then the employee may submit the grievance in writing within fifteen (15) business days of the supervisor's response, unless the grievor is absent on vacation in which case the grievance must be filed within fifteen (15) business days of the date of return to work. It shall at this step be submitted to the employee's immediate supervisor. A meeting shall be held to be attended by the employee, a steward (or other Union representative) and the supervisor and/or other Employer representative(s) at which time an earnest attempt shall be made to settle

the dispute. The supervisor shall render a written decision within five (5) business days from the date the written grievance is received.

STEP 2 - Should the employee not be satisfied with the decision of the supervisor and should the employee wish to proceed with the grievance, then the grievance shall be submitted in writing within five (5) business days of receipt of the reply of the supervisor to the Executive Director, who shall render a written decision within ten (10) business days of receipt of such grievance.

STEP 3 - Failing satisfactory resolution of the matter, then within fifteen (15) business days of the date of receipt of the reply of the Executive Director or the date when the reply was due the matter may be referred to arbitration

11.05 Where a dispute involves a question of general application or interpretation, or where a group of employees have a grievance, or where the Employer has a grievance, STEP 1 of this Article may be by-passed provided that such grievance is filed within fifteen (15) business days of the occurrence of the event giving rise to the grievance.

An Employer grievance shall be submitted in writing to the Local Union President within fifteen (15) business days of the event giving rise to the grievance. The grievance shall state the article or articles alleged to have been violated and the remedy sought. The Local Union shall reply in writing within ten (10) business days of receiving the grievance. If the grievance is not resolved, the Employer may submit the matter to arbitration in accordance with Step 3 of the grievance process.

## **ARTICLE 12 - ARBITRATION**

12.01 Request for Arbitrator - When either Party requests that a grievance be submitted to arbitration, the request shall be made by email addressed to the other Party to the Agreement, indicating the name and address of its proposal for a sole arbitrator.

12.02 Failure to Appoint - If the Parties are unable to agree on an arbitrator within fifteen (15) days of receipt of the request referred to in Article 12.01 the appointment shall be made by the Minister of Labour and Advanced Education upon request of either Party.

- 12.03 Decision of the Arbitrator - The decision of the Arbitrator shall be final, binding and enforceable on both Parties to this Collective Agreement. The arbitrator shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement, including the time limits set out herein. The arbitrator shall have the power to substitute such other penalty for discharge or discipline deemed just and reasonable in the circumstances.
- 12.04 Disagreement on Decision - Should either Party dispute the meaning of the decision, either Party may apply to the arbitrator for clarification of the decision. Such clarification will be rendered as soon as reasonably possible.
- 12.05 Expenses of the Arbitrator - Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 12.06 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may only be extended by written agreement of the Parties to this Agreement.
- 12.07 At any stage in the arbitration proceedings, the Parties shall have the assistance of any employee(s) required to be a witness 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 office to view any working conditions which may be relevant to the settlement of the grievance.
- 12.08 Prior to proceeding to arbitration with any grievance the Parties may mutually agree to attempt to resolve the dispute at grievance mediation.

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

- 13.01 An employee who has completed the probationary period may be discharged, suspended or disciplined but only for just cause. The employee shall be notified in writing promptly by the Employer of the reason(s) for the discharge or suspension or discipline.
- 13.02 The employment of an employee may be terminated at any time during the probationary period, subject to Article 4.01. The Employer shall not be required at any time to establish just cause in the event of such termination.

- 13.03 An employee considered to be disciplined or discharged without just cause shall be entitled to file a grievance pursuant to STEP 2 of the grievance procedure. Such grievance shall be filed within ten (10) working days of the date of the discharge or disciplinary action.
- 13.04 Whenever, the Employer deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further incident, 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) office business days thereafter, give written particulars of such discipline to the employee involved, with a copy to the Secretary of the Union. Such written particulars shall be by Certified Mail or by personal service.
- 13.05 Should the Employer provide any written warning regarding work performance, such warning shall be copied to the Secretary of the Union. The employee's reply to the written warning shall become part of their record.
- 13.06 The record of an employee shall not be used against them at any time after eighteen (18) months (with the exception of client abuse) following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 13.07 — Prior to an employee being disciplined by the employer at a meeting, the employee shall be notified and advised of their right to have a Steward or Union Representative present. There shall be no undue delay in disciplinary action because of the unavailability of a Steward or Union Representative. In circumstances when the disciplinary action is of urgent nature, the Union may designate in writing another employee to act as Union representative.
- 13.08 An employee shall have the right to have access to and review their personnel file at a mutually agreed time.

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

- 14.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification of the Union.

- 14.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Any errors shall be drawn to the attention of the Employer within 30 days of posting and shall, if warranted, be corrected without delay.
- 14.03 Newly hired employees shall be on probation from the date of hiring and the probationary period shall be 1040 hours of work or nine (9) continuous months actively at work, whichever comes first. After completion of the probationary period, seniority shall be effective from the original date of hiring.
- 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 in the event:
1. The employee is discharged for just cause and is not reinstated;
  2. The employee resigns and does not withdraw such resignation within forty-eight (48) hours;
  3.
    - a) An employee who is absent without permission for five (5) consecutive days shall be deemed to have resigned from their position effective first day of said absence.
    - b) The employee may be reinstated if they establish to the satisfaction of the employer that the absence arose from a cause beyond their control and it was not possible for the employee to notify the employer during that time.
  4. The employee fails 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. 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. The employee retires by reason of age or disability;
  6. The employee is laid off for a period longer than twelve (12) months;

7. The employee is terminated for non-disciplinary reasons, and such termination (if challenged) is not overturned at arbitration.

14.05 No employee shall be transferred to an acting supervisory 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 during a trial period, which shall be a maximum of forty (40) working days.

### **ARTICLE 15 - POSTINGS**

15.01 When a vacancy in a Full-Time position occurs, the Employer shall post notice of a Full-Time position and shall fill the vacancy as a Full-Time position. When a Full-Time position becomes vacant, or when an additional Full-Time position is created, the Employer shall post notice of the position on all bulletin boards for a minimum of two (2) weeks. The position shall be filled within two (2) weeks following the closing date of the posting.

15.02 In the event that a vacancy occurs or a new position is created outside the bargaining unit, the Employer will post notice of such position on all bulletin boards and via mobile device; however, no other provision of this Agreement applies to such a non-bargaining unit position or vacancy.

15.03 Such notice shall contain the following information: nature of position, qualifications, wage rate in accordance with the Collective Agreement. All job postings shall state, "This position is open to applicants of any gender identity or expression", except for bona fide reasons.

15.04 No outside advertisement for any vacancy shall be placed until the posting period has expired. The Employer may fill the position on a temporary basis for a period of up to 315 hours of work.

15.05 Both Parties recognize:

1. Promotion within the service of the Employer.
2. The job opportunity should increase in proportion to length of service and/or qualifications and experience.

In making an appointment to fill a posted position, the applicant with the required qualifications, experience and ability shall be selected. Where two (2) or more applicants are relatively equal, seniority shall govern. Appointments shall be made as soon as reasonably possible following the expiry of the posting period.

Place of residence shall not be a factor in the awarding of a full-time position for present employees.

- 15.06 The successful applicant will be notified in writing of their appointment to the position. The Secretary of the Union shall be notified within one (1) week of the hiring date of the name of the successful applicant. The successful applicant will serve a trial period of up to six (6) months of work. The Employer will conduct a mid point appraisal during the trial period. No trial period mid point appraisal shall be deemed as disciplinary and shall not be part of the disciplinary record. The employee shall be notified in writing of the satisfactory completion of the trial period. 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 position, they shall be returned to their former position, consistent with 14.01 (d) herein, without loss of seniority.
- 15.07 Consideration for promotion within the bargaining unit may be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. Such qualifications shall be obtained within three (3) months.
- 15.08 Within fourteen (14) calendar days of the date of appointment to a vacant position, pursuant to a posting, the name of the successful applicant shall be posted on the bulletin board. The Union shall be notified in writing not later than the 30th of each month of all appointments, hirings, lay-offs, recalls and terminations of employment.
- 15.09 A. The Employer shall post any training courses for which employees may be selected. 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. Information on funding available for the course, and eligibility criteria shall also be included.

The bulletin shall be posted, if possible, for a period of two weeks on the bulletin board and via mobile device. Subject to posted criteria, applicants shall be selected in order of seniority, on a rotational basis.

Mandatory training including, if applicable, payment for wages and travel, shall be governed by Department of Health and Wellness policy.

- B. Subject to Department of Health and Wellness funding policy, employees will be reimbursed for mileage for the use of their vehicles to attend meetings, workshops, or training sessions. Where the Employer requires attendance at meetings, workshops, or training sessions, which are funded, time spent in attendance (excluding travel time) shall be deemed to be time worked, and overtime shall apply if total hours worked exceed eighty (80) hours in a bi-weekly pay period.
- C. Employees are required to be certified in Standard First Aid and CPR. Time spent in attendance will be considered as straight time worked and the employer will pay all costs, if any, of these courses.

#### **ARTICLE 16 - LAYOFFS AND RECALLS**

- 16.01 In the event of an anticipated permanent lay-off, the employee(s) with the least seniority shall be laid off first. Other lay-offs shall be in accordance with Article 14.01 (e).
- 16.02 Employees shall be recalled from layoff in order of their seniority provided they are qualified to perform the work of the position they are being recalled to.
- 16.03 No new employees shall be hired until those laid off for a period not exceeding twelve (12) months 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, in accordance with 16.01, two (2) calendar weeks prior to the effective date of lay-off. 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.
- 16.05 Employees shall provide the Employer with two (2) calendar weeks notice in the event of any resignation.

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

### **17.01 Normal Hours of Work**

- a) The Employer operates a seven-days-per-week, twenty-four-hours-per-day operation, and, subject to other provisions herein, employees will be scheduled to meet the requirements of this operation.
- b) No employee shall be required to work more than twelve (12) hours of work per day, or for more than forty-eight (48) hours per week, unless mutually agreed otherwise by the Employer and the employee.
- c) Full-time and Part-time employees shall be assigned an availability block in which their designated guaranteed hours of work will be scheduled based on their present FTE status. The availability block for employees shall include two (2) hours more per day than the number of employee's scheduled hours unless mutually agreed otherwise by the Employer and the employee.
- d) The designated time frame may be adjusted by the Employer based on operational requirements. It is the intention of the parties to minimize instances where the designated time frame may be adjusted.
- e) Such hours of work are inclusive of client time, break time, travel time between clients, and time spent in meetings as called by the Employer.

### **17.02 Full Time Employees & Part Time Employees**

- a) Full Time Employees will be guaranteed eighty (80) hours per bi-weekly pay period.
- b) Part Time Employees will be guaranteed hours in accordance with their FTE status. Part time Employees will not be guaranteed less than forty two (42) hours in a bi-weekly period.
- c) The Union shall be notified and provided copies of any agreements subject to this article.

### **17.03 Breaks**

An employee who works three (3) hours or more on a day shall receive in addition to the hours worked one (1) fifteen (15) minute paid break.

An employee who works six and one-half (6.5) or more hours on a day shall receive in addition to the hours worked two fifteen (15) minute paid breaks.

An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked three fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three in a day.

#### 17.04 Minimum Rest Period

- a) Employees shall normally receive two (2) consecutive days off each week.
- b) An employee shall be provided with a minimum of ten (10) hours off between their last client visit of the day and their first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.

#### 17.05 Assignment of Work

- a) Subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences and provided that the employee is available and possesses the required skills, abilities and qualifications to meet the needs of the client(s), employees will be assigned work.
- b) All employees will be scheduled within the boundaries serviced by the Employer.
- c) Where the employee's daily assignments are less than the hours of work required for a full shift, the employee shall, at the earliest opportunity:
  - 1. indicate their availability to the scheduler, and;
  - 2. accept alternate assignments including, but not limited to, client visits or CCA related education, or;
  - 3. with the Employer's approval, take the time not worked off without pay, or;
  - 4. with the employer's approval take vacation or stat time for the time not worked.

- d) Where the employee is not otherwise assigned sufficient hours of work required for a full shift the employee will check their messages, or utilize any other method as determined by the Employer for communicating directly for assignment prior to attending to their first client visit, at the end of each assignment as well as every fifteen (15) minutes during each period of down time (excluding breaks).
- e) If the employee cannot accept the alternate assignments, in accordance with 17.08 (c), as a result of an approved work restriction the employer will endeavour to reassign such hours within the current pay period.
- f) Employees will check their messages and daily assignment prior to starting their scheduled day and prior to the ending of their shift.

#### 17.06 Extra Availability

- a) Part time employees shall indicate to the Employer their willingness to be assigned to additional or extra work beyond their guaranteed hours and/or their availability block. Employees shall be classified as "available" or "not available" and changes to an employee's availability shall be made to the Employer in writing. Subject to operational requirements such a request shall not be unreasonably denied.
- b) The Employer may, with a minimum of twenty-four (24) hours' notice to the affected part-time employee, reassign any previously assigned extra work or extra client visits to another employee if required to fill the guaranteed hours of such employee.
- c) When preparing assignments, the Employer shall, prior to hours being offered to Casual Employees, assign any hours which are not needed for replacement of hours to Part-time employees who have indicated their ability to be assigned extra work in accordance with 17.09 (a) that would not incur overtime.
- d) Employees in a 42-hour bi-weekly guaranteed position will normally only be able to work a maximum of fifty (50) hours in a bi-weekly pay period.
- e) Where an employee is unwilling and/or unavailable for offers of additional or extra work such events will be tracked by the Employer and may as a result alter or remove the employee from their indicated availability. Additional or extra availability may be reinstated upon the Employer being satisfied that the employee will be available.

#### 17.07 Weekends

- a) Full Time Employees : Full Time Employees will be scheduled to work a minimum of 1 in 3 weekends. If the Employer can operationally schedule less weekends for Employees with a Full Time Guarantee, then the most senior employees with a Full Time Guarantee position will have their weekend schedules reduced.
- b) Part Time Employees : Employees will be scheduled to work a minimum of 1 in 2 weekends. If the Employer can operationally schedule less weekends for Employees with a Part Time Guarantee then the most senior employees with a part time guarantee position will have their weekend schedules reduced (based on the employees bi-weekly guarantee).
- c) The Employer will consider requests from employees to work more weekends.

#### 17.08 Evening Assignment

- a) All employees shall normally be scheduled to work evenings. A rotation of evening work will be developed in such a way as to equitably distribute evening work among employees.
- b) Should fewer employees be required to work on an evening shift than were scheduled, then such additional evening shifts off shall normally be offered to employee's previously scheduled to work the evening shift, in order of seniority unless there are special operational considerations . Such time not worked shall be without pay or at the employee's discretion may choose banked time, vacation time or stat time for the time not worked.
- c) The Employer will consider requests from employees to work all or more evenings.

#### 17.09 Client Cancellations – Downtime

- a) The employee shall immediately notify the employer of cancellations or if a visit is reduced by 15 mins or more and shall indicate their availability to the scheduler and accept alternate assignments including, but not limited to, client visits or CCA related education or with the Employer's approval, take the time not worked off without pay or use banked time, vacation or stat time for the time not worked.

- b) If none of these options are available, or if the employee cannot accept the alternate assignments available as a result of an approved work restriction the employer will endeavour to reassign such hours within the current pay period.

#### 17.10 Client Related Documentation

Employees will complete any required client related documentation during the client visit.

#### 17.11 Split Shifts

Where the employee is not scheduled for consecutive visits in one shift at the request of the employee, (e.g. lunch break, medical appointments etc.), the employee will not be reimbursed for mileage and travel time from the client to home and from home to the next client.

#### 17.12 Schedule and Rotation Changes

- a) All employees will be assigned an individual rotation which will indicate their regular days of work. If operational requirements dictate, the individual rotation may be changed by the Employer with a minimum of thirty (30) days' notice.

### **ARTICLE 18 - OVERTIME**

- 18.01 All time worked that is considered overtime shall be paid for at the rate of time and one-half the regular rate of pay. Overtime will be paid on all hours worked beyond 80 hours in a pay period.
- 18.02 No employee shall have their scheduled hours reduced due to working overtime.
- 18.03 When an employee has completed eight (8) paid hours in a day and then is called out for work not previously scheduled they will be paid not less than four (4) hours at straight time rate for the period of work or the applicable overtime rate, whichever is greater.
- 18.04 When an employee is called out for work on a scheduled day off, they may choose to take another unpaid day off before the end of the following pay period. Such day to be scheduled by mutual agreement between the Employer and the employee.

18.05 All overtime will be paid at the appropriate overtime rate in the corresponding pay period.

#### **ARTICLE 19 - SHIFT WORK AND IN CHARGE PAY**

19.01 The Union agrees that due to the nature of the services being provided, shift work may be necessary. In order to accommodate clients' needs employees will, at times, be scheduled to work shifts. In the event an employee indicates a preference to work ~~evening~~ or overnight shifts, the Employer will make a reasonable effort to accommodate such requests. Where clients require overnight shifts, employees will be scheduled on a rotational basis and shall not be scheduled to work more than five (5) consecutive overnight shifts (except those employees who have expressed a preference as set out above).

19.02 Shift Premium

As of March 31, 2021, all employees shall receive a premium of \$2.25 per hour worked between 1800 hours and 0600 hours.

This premium shall increase to four dollars (\$4.00) per hour effective December 22<sup>nd</sup>, 2025.

19.03 Weekend Premium

As of March 31, 2021, all employees shall receive a premium of \$2.25 per hour worked between midnight Friday to midnight Sunday.

This premium shall increase to four dollars (\$4.00) per hour effective December 22<sup>nd</sup>, 2025.

19.04 Availability Pay

Availability pay will continue to be paid as a separate and distinct entitlement and will continue to be adjusted by Economic increases and the March 31, 2025, Special Adjustment but will not be adjusted by the March 31<sup>st</sup>, 2026, step adjustment.

**ARTICLE 20 - HOLIDAYS**

20.01 (a) The following days shall be recognized as paid (8 hours) holidays for a Full Time Employee:

New Year's Day	1 <sup>st</sup> Monday in August
Heritage Day	Labour Day
Good Friday	National Day for Truth and Recognition
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

And one floating holiday mutually agreed between the employee and the Employer, and any other day proclaimed as a general statutory holiday by the Federal or Provincial governments.

(b) Religious Day in Lieu

An Employee entitled to time off with pay in lieu of Good Friday, Easter Monday and Christmas Day pursuant to Article 20.01 (i) may take such time with pay in lieu at a time that permits the employee to observe a holy day of their own faith. The employee shall advise the executive director in writing of their desire to take such day(s) off in lieu as soon as possible before March 1<sup>st</sup> in each year and the executive director will endeavor to grant the request where operational requirements permit.

20.02 It is understood that only employees who are actively working shall be entitled to be paid for holidays. Employees on Workers' Compensation and unpaid leaves of absence shall not be paid for holidays. Should an employee be sick on a holiday; the employee shall not be paid holiday pay. The employee shall access sick time as per Article 22, if available.

20.03 (a) Work on a Holiday  
If an Employee works on the calendar date of a holiday listed in Article 20.01, the Employee will be compensated at the rate of one and one-half (1½ x) times the Employee's regular hourly rate for the hours worked. Hours worked shall include time associated with paperwork (including progress notes and incident reports), travel and breaks. The method of compensation shall be pay or time off to be determined by mutual agreement.

(b) Full-Time Employees and Holidays

In addition to the compensation for the hours worked on the holiday the Full-Time Employee who works on the holiday shall, in lieu of the holiday, have the option to have eight (8) hours as pay or time off as mutually agreed between the Employer and the Employee.

(c) Part-Time Employees and Holidays

In lieu of the holidays listed in Article 20.01 above, Part-Time Employees shall be entitled to one (1) hour of holiday compensation for each twenty (20) regular hours paid. The method of compensation shall be pay or time off as determined by the Employee. Where time off is to be scheduled it shall be scheduled at a time mutually agreed between the Employer and the Employee.

20.04 The employee shall be entitled to be paid for a statutory holiday as defined in this Article if:

1. the employee has received or is entitled to receive pay for at least fifteen days during the thirty calendar days immediately preceding the general holiday; and
2. the employee has worked on their last scheduled working day immediately preceding and their first scheduled working day immediately following the holiday.

20.05 When a statutory holiday falls on a day that is a non-working day for an employee, the employee shall be granted the holiday with pay either:

1. the working day immediately following the general holiday; or
2. on another day agreed upon by the employee and the Agency.

20.06 Employees shall be granted either Christmas Day or New Year's Day off in alternating annual rotation. If it is the employee's turn to work Christmas Day or New Year's Day, the day will be considered a regular working day for that year, even if the day had been a scheduled day off. A current list of employees who worked the previous year will be maintained by the Employer and provided to the Union in writing by November 15<sup>th</sup>.

20.07 Notwithstanding any provisions of this Article, all banked holiday credits shall be paid out prior to the end of the fiscal year.

**ARTICLE 21 - VACATIONS**

21.01 (a) The Employer agrees to grant full-time employees' vacation with pay in accordance with service on the following basis:

Three weeks during first 7 years of service  
Four weeks after 7 years of service  
Five weeks after 16 years of service  
Six weeks after 22 years of service

(b) Payment shall be made on the basis of two percent (2%) of regular earnings from the Employer for each week of entitlement.

(c) Part-time employees shall receive vacation pay at the rate of:

Six percent (6%) - less than 14,560 hours of work  
Eight percent (8%) - after 14,560 hours of work  
Ten percent (10%) - after 35,360 hours of work  
Twelve percent (12%) - after 52,000 hours of work

If requested, a part-time employee shall be entitled to unpaid time off on a pro-rata basis (e.g. if an employee is entitled to six percent, then the employee shall be entitled to take three [3] weeks unpaid time off work).

Part-time employees will accrue vacation on a bi-weekly basis. Once earned, any accrued hours may be taken as vacation days (8 hours each day). Any request for vacation must be requested as per Article 21.04 and 21.05 of this Collective Agreement. Vacation time not taken by the end of the fiscal year (March 31) will be paid out in the last pay in March. Part-time employees may also request that up to forty hours of vacation pay be banked and carried over to the following year.

[Part-time vacation pay rates in clause 21.01 (c) are effective April 1, 2014]

21.02 Should a paid holiday be observed during an employee's vacation period, the employee shall be granted an additional vacation day with pay at a time mutually agreed between the Employer and the employee.

21.03 An employee terminating employment or retiring at any time during the vacation year before taking a vacation shall be entitled to payment of vacation pay owing.

21.04 The employee shall advise the Employer in writing of vacation preference.

21.05 Except as provided under Article 21.07, all earned vacation time must be scheduled to be taken prior to the end of the fiscal year. Choice of vacation time will be determined on the basis of seniority within each geographic region, subject to operational requirements. A maximum of three (3) consecutive weeks may be taken at one time, if the employee is so entitled. Vacation requests must be submitted by March 1<sup>st</sup> and vacation schedules shall be posted by April 1<sup>st</sup> of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Employees who have a regularly scheduled day(s) off may, if requested, commence their vacation immediately following the day(s) off if the vacation is for a minimum of one week. If the employee has not scheduled vacation prior to December 1<sup>st</sup> or if the employee and the Employer cannot reach mutual agreement on the scheduling, the Employer may, subject to Article 21.07, schedule the vacation between January 1<sup>st</sup> and March 31<sup>st</sup>.

Subject to operational requirements, each employee may be granted not more than one segment of vacation of up to two calendar weeks between June 1 and September 30 except in extraordinary circumstances an employee may be granted not more than one segment of vacation of up to three calendar weeks between June 1 and September 30. Where, however, all employees have had their vacation requests approved for one segment of vacation between June 1 and September 30, requests for additional time between June 1 and September 30 shall be considered on the basis of seniority subject to operational requirements.

21.06 The vacation year will be April 1 to March 31, inclusive.

21.07 Vacation leave for a period of not more than five days may, with the consent of the Employer, be carried over to the following year. Requests for carry-over entitlement shall be made in writing by the employee to the Employer no later than February 28<sup>th</sup> of the year in which the vacation is earned. Part-time employees may also request that up to forty hours of vacation pay be banked and carried over to the following year.

21.08 An employee after six months' employment may use their accumulated vacation time if they so choose.

21.09 An employee who is hospitalized during their vacation shall be entitled to payment from accumulated sick leave for the period of hospitalization. This does not include elective surgery. The period of vacation so lost shall be rescheduled at a mutually agreed time.

## **ARTICLE 22 - SICK LEAVE PROVISIONS**

- 22.01 Sick leave means the period of time an employee is permitted to be absent from work with no loss of regular earnings because of sickness or disability or because of an accident for which Workers' Compensation is not payable. It is clearly understood that sick leave only applies to bona fide sickness, disability or accident.
- Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from work on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.
- 22.02 Employees who have completed their probationary period shall earn sick leave at the rate of 12 hours per month prorated on hours paid accumulative to a maximum of sixty (60) days (or, in the case of full-time employees, accumulative to a maximum of one hundred and twenty (120) days. Should less than the full number of working days in any month be worked, then sick leave entitlement shall be reduced on a pro-rata basis. For the purpose of this Article, paid holidays and paid vacation shall be considered time worked.
- 22.03 A record of all unused sick leave will be kept by the Employer. Such accumulated sick leave shall accrue for future sick leave benefits to the maximum set out herein.
- 22.04 (a) An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of five (5) working days certifying that such employee is unable to carry out their duties due to illness.
- (b) Should medical certification be required by the Employer as a result of a particular period of sick leave, it shall be submitted upon return to work by the employee.
- 22.05 Upon request, an employee shall be advised of the amount of sick leave accrued to the employee's credit.
- 22.06 When an employee is given leave of absence without pay for any reason, or is laid off, the employee shall not receive sick leave credit for the period of such absence but shall retain cumulative credits, if any existing at the commencement of the absence.

22.07 Abuse of sick leave shall be cause for disciplinary action.

22.08 (a) An employee who is unable to report to work due to illness or injury, shall inform the employer as early as possible but not less than one hour prior to the start of their scheduled work assignment(s).

(b) When an employee returns from a leave of absence or a sick leave of more than 1 week without at least five (5) days advance notice to the employer, the employer will make best efforts to fulfill the schedule of the employee during the one week period following the receipt of the notice but will not be obligated to top-up the employee for hours not worked.

22.09 An employee absent from work on approved sick leave who has exhausted their sick leave credits, may be granted unpaid leave for a period not to exceed one year.

22.10 Sick Leave for Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of forty (40) hours per fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>) (pro rated for Part-Time Employees based on hours paid in the previous fiscal year)) debited against sick leave credits in order to:

(a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.

Except in emergency situations where shorter notice may be required, the employee must give at least one week notice to Employer requesting leave for personal or family preventative medical or dental care. Where possible the Employee will make every effort to arrange appointments outside of their normal working hours. Time allotted for medical appointments will be based on time and location of appointment.

(b) attend to emergencies where:

(i) the Employee's own medical or dental health is at an immediate and serious risk;

- (ii) a member of the Employee's immediate family, as defined in Article 23.02, who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;
- (iii) there is a critical condition (fire, flood, or other natural disaster excluding storm or hazardous conditions which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require verification of the condition claimed.

- (c) An Employee will be permitted to use up to 16 of the hours referred to in the preamble of this Article to attend to the Medical and Dental Care of their Immediate Family members.

### **ARTICLE 23 - LEAVE OF ABSENCE**

23.01 The Employer may grant, subject to operational requirements, leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause with reasonable notice. Such request shall be in writing and will be approved or denied by the Employer in writing within ten (10) office business days.

#### 23.02 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee covered by this Agreement, such employee shall be granted bereavement leave with pay for a period of up to five (5) consecutive calendar days commencing the day following the death. Should employees be working at the time of notification of death, they shall be granted the remainder of the shift off with pay. Such employee shall be paid for regular hours of work the employee would normally be scheduled to work during the five (5) consecutive calendar days' leave.
- (b) Immediate family is defined as father, mother, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, step-children, grandparent, grandchild, foster child, and a relative permanently residing in the employee's household.

- (c) Two (2) days bereavement leave with no loss of regular earnings shall be granted to any employee covered by this Agreement in the case of death of a sister-in-law and brother-in-law, provided such day is a normal working day.
- (d) One (1) day bereavement leave with no loss of regular earnings shall be granted to any employee covered by this Agreement in the case of death of an aunt and uncle, provided such day is a normal working day.
- (e) In cases of out-of-province bereavement, two (2) additional days of bereavement leave with pay will be granted to attend the funeral to the extent that these days are normal working days. The employee shall be paid for regular hours of work the employee would normally be scheduled to work during the two (2) additional days' bereavement leave.
- (f) Employees shall be granted one-half day unpaid leave of absence to attend a funeral as a pall bearer. Leave shall be limited to two (2) employees.
- (g) The "in-law" and "step-relative" relationships referred to in this Article 23 will only be considered for bereavement leave in cases where it is a current relationship at the time the benefit is claimed.
- (h) For clarity, in this Article 23, "brother-in-law" or "sister-in-law" means the spouse of the employee's sibling and "aunt" or "uncle" means the sibling of an employee's father or mother.
- (i) In the event the funeral, memorial or internment service is set for a later date, the employee may defer one bereavement leave day to attend the funeral memorial or internment service, if scheduled to work, provided the employee gives the employer written notice of their intention to do so at the time of death.
- (j) If a death occurs for which bereavement leave is provided under this Article, and the Employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days.

23.03 Leave of Absence for Union Functions

An employee will receive wages and benefits for all scheduled work hours while on Union leave as confirmed by the Union through an advance payment for the wages and benefits. The Union's advanced payment shall include all direct and indirect costs associated with the wages for the time the Union member is to be on Union leave.

With at least two (2) weeks notice and subject to the operational requirements of the Employer, an employee(s) elected or appointed to represent the Union at conventions or recognized labour educational sessions shall be granted leave of absence without pay to attend such conventions. Conventions shall also be deemed to include Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

- 23.04
- 1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant a leave of absence without loss of seniority accrued to the commencement of the leave and without pay or 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 granted a leave of absence without loss of seniority accrued to the commencement of the leave and without pay or benefits during their term of office.
  - 3) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority accrued to the commencement of the leave and without pay or benefits for a period of one year. Such leave may be extended at the discretion of the Employer.

23.05 Jury Duty

Leave of absence with no loss of regular earnings shall be given to any employee required to serve on a jury and such employee shall have deducted from their wages the amount equal to the amount for jury service received by the employee for such jury duty.

23.06 Pregnancy, Parental and Adoption Leave

Pregnancy, Parental and Adoption Leave shall be provided consistent with Provincial and Federal legislation.

23.07 One (1) day paid, and one (1) day unpaid leave shall be granted to employees for the day of the birth and the day following the birth of a child.

23.08 Compassionate Care Leave

Compassionate care leave shall be granted in accordance with the provisions of the Nova Scotia Labour Standards code and any other applicable legislation.

An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

**ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

24.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. In each pay period each employee shall be provided with an itemized statement of wages, overtime, and other supplementary pay and deductions. Pay days will be every second Thursday and will be by direct deposit.

24.02 If an employee covered by this Agreement does not receive pay in any one pay period due to a payroll error, it shall be paid as soon as reasonably possible.

24.03 Home Support Workers and Home Support Workers (Not Meeting Criteria) will be given recognition for previous experience for the purpose of placement on the wage scale, subject to submitting evidence satisfactory to the Employer of the Home Support Workers and Home Support Workers (Not Meeting Criteria) previous experience for the purpose of placement on Schedule A.

Home Support Workers and Home Support Workers (Not Meeting Criteria) employed as of date of ratification will have 30 days to submit evidence of experience for placement on the Schedule A. Thereafter, newly hired Home Support Workers and Home Support Workers (Not Meeting Criteria) must submit the evidence within 30 days of commencement of employment.

Home Support Workers and Home Support Workers (Not Meeting Criteria) will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

#### **ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION**

25.01 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, if requested, be discussed with the Union.

25.02 Existing classifications shall not be eliminated or changed without prior discussion with the Union.

25.03 When a new classification is created in the bargaining unit and the Union does not agree with the rate of pay established, such disagreement may be submitted as a grievance at Step 3. The new rate shall become retroactive to the time the position was first filled.

## **ARTICLE 26 - EMPLOYEE'S BENEFITS**

- 26.01 (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. Unless the employee notifies the Employer that they do not want the earnings replacement benefits topped up, 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 health benefit 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.
- (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 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 workplace unless the employee continues to receive WCB benefits for the time worked.
- (f) An employee shall not accrue any other benefits while on Workers' Compensation.

- 26.02 Subject to the provisions of the Pension Memorandum July 20, 2009 (as revised) the Employer agrees that the current Pension Plans shall not be discontinued or reduced during the term of this Collective Agreement.
- 26.03 A. The Employer agrees that the Benefit plans shall not be discontinued or reduced during the term of this Collective Agreement. The health benefits shall be cost shared sixty-five percent (65%) Employer, thirty-five percent (35%) employee.
- B. A health benefit plan will be available to all Part-Time employees. The plan for Part-Time employees will be mandatory for all employees who have worked at least 1040 hours in the previous year. An employee who provides proof of spousal coverage shall be excluded from the plan.

#### **ARTICLE 27 - HEALTH AND SAFETY**

- 27.01 The employees and the Employer will be governed by the provisions of the Nova Scotia *Occupational Health and Safety Act*.
- 27.02 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer, if it is not covered by the employee's benefit plan referred to in Article 26.03. The Employer agrees to reimburse the employee for any co-pay required to be paid by the employee pursuant to the employee's benefit plan upon the employee providing to the Employer a receipt showing payment by the employee of the co-pay.
- 27.03 (a) Where an employee is prevented from providing client service due to hazardous road conditions, the employee shall not suffer a loss of regular earnings where their assignment(s) can be rescheduled with their client(s).
- (b) When a legal state of emergency is declared by the provincial Emergency Measures Organization which prevents travel, employees affected shall not suffer a loss of their scheduled client service time for up to five (5) consecutive calendar days, commencing the date declared.

- (c) The parties acknowledge that it is the responsibility of the employee to make every reasonable effort to provide client service. However, the Employer recognizes that storm conditions may make it impossible to provide such service. The Employer agrees to place eight (8) hours (at the regular rate of pay) in a bank for each employee on April 1 of each year to be used to pay scheduled hours lost because of storm conditions. If these hours have not been used by March 31 of the following year they shall be paid out.
- (d) Subject to the provisions of Articles 27.03 (a), (b), and (c), all additional absent time due to storm conditions will be deemed to be leave and the employee has the option to take the absent time as unpaid leave or to deduct the absent time from accumulated holiday or vacation time.

27.04 The Employer, the employees and the Union recognize the rights of all persons employed by the Employer to a respectful workplace. The Parties agree that a respectful workplace includes a safe and healthy workplace as legislated by the Nova Scotia *Occupational Health and Safety Act*.

#### **ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES**

28.01 Should there be changes in work methods, such changes shall be discussed with the employees affected and the Union prior to their introduction.

#### **ARTICLE 29 – RETIREMENT ALLOWANCE**

- 29.01 (1) This provision shall become effective on the date of signing the Collective Agreement.
- (2) This provision shall not apply in conjunction with any other retirement allowance provision.
- (3) An employee who retires because of age, or mental or physical incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan, and who has been eligible to join the Employer's Pension or Group RRSP plan for less than ten (10) years, shall be entitled to a retirement allowance. The retirement allowance shall be five hundred dollars (\$500) for each year of service the employee has not been eligible to join the Employer's Pension or Group RRSP Plan.

- (4) An employee working less than full time at any point during their employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full time during the length of the service).
- (5) For the purpose of this provision, "service" shall be calculated based on the number of complete calendar years the employee has been employed with the Employer since their most recent date of hire.

### **ARTICLE 30 - CONTRACTING OUT**

30.01 No employee covered by this Collective Agreement shall be laid off or suffer a reduction in pay or have their hours of work reduced as a result of the Employer contracting out, sub-contracting, transferring, leasing, or assigning any work or services of the bargaining unit, except in emergency situations, i.e. fire, flood, environmental, etc. This provision shall apply only to the extent of managerial authority directly controlled by the Board of Directors of the Employer.

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

#### 31.01 Work Related Travel

Travel time between clients is part of the normal hours of work as per Article 17.01 of this Collective Agreement. Where the employer requests the employee to travel to and from the Employer's premises such time shall also be considered part of the normal hours of work.

- i) The employee shall be reimbursed for costs associated with work related travel, lodging and meals as approved by the Executive Director.
- ii) Reimbursement will be at the approved Provincial Government rate.
- iii) Travel time from home to the first client of the day and the last client of the day to home is an expectation of the job.
- iv) Travel in excess of 12 kilometres from home to the first client of the day or from the last client of the day to home will be reimbursed.
- v) Travel from the first client of the day, between clients, to the last client of the day will be reimbursed.

- 31.02 Copies of work-related policies shall be provided to the Union.
- 31.03 When an employee takes workplace training during a scheduled day off, they may choose to take another day off, the scheduling of which shall be mutually agreed between the Employer and the employee.
- 31.04 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.
- 31.05 Reimbursement of kilometrage will be at the approved current Provincial Government rate.

## **ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS**

- 32.01 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. The remainder of the Agreement shall remain in effect.
- 32.02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend that:
- 1) All provisions of this Collective Agreement will be honoured, and
  - 2) Any outstanding issue(s) shall be referred to the Labour Relations Board.

32.03      Successor Rights

In the event the Employer becomes merged or amalgamated with another employer which has employees represented by another union, the provisions of this Agreement shall continue in force until the successor union is determined by the Labour Board and a new collective agreement is negotiated to cover the employees in this bargaining unit.

**ARTICLE 33 - GENERAL**

33.01      Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

**ARTICLE 34 - NO STRIKES, NO LOCKOUTS**

34.01      The Parties and the employees agree that during the term of this Agreement and while negotiations continue as set out in the *Trade Union Act* there shall be no work stoppages as prohibited by the *Trade Union Act*. Neither shall the Employer cause a lockout of its employees during the term of this Agreement or while negotiations continue subject to the terms of the *Trade Union Act*.

34.02      No bargaining unit employees will be requested or required to carry out the duties of any other employees of the Employer who are on a legal strike.

**ARTICLE 35 - TERM OF AGREEMENT**

35.01      This Agreement shall be in effect from April 1, 2021, to March 31, 2028. This Agreement shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing between sixty (60) days and ninety (90) days prior to the expiration date in any year that it desires its termination or amendment.

35.02      Within twenty (20) working days of receipt of notice to bargain, negotiations shall commence. This time period may be extended by agreement of the Parties.

35.03      Changes in Agreement - Any changes mutually deemed necessary to the Agreement may be made in writing at any time during the life of this Agreement.

35.04

Wages for all employees shall be retroactive as applicable in accordance with Schedule "A" Classification and Pay Scale. Employees leaving the employ of the Employer for any reason prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice within thirty (30) days of signing of this agreement. All other provisions of this Collective Agreement shall apply prospectively from the date of signing of this Collective Agreement, unless otherwise indicated.

For the purposes of timely processing of retroactive payments on negotiated monetary increases, the Employer agrees that all calculations related to eligible retroactive shall be completed and submitted to the Department of Seniors and Long Term Care within forty-five (45) days of the signing of this agreement.



## SCHEDULE "A"

### CLASSIFICATION & PAY SCALE

#### LUNENBURG COUNTY HOME SUPPORT WORKERS

- i. Increase of 1.5% for the period of April 1, 2021 through February 10<sup>th</sup>, 2022 on the expired rates (prior to the February 10, 2022 wage adjustment)
- ii. Increase of 1.5% on April 1, 2022;
- iii. Increase of 3% on April 1, 2023;
- iv. Increase of 0.5% on March 31, 2024;
- v. Increase of 3% on April 1, 2024;
- vi. Increase of 2% on April 1, 2025;
- vii. Increase of 2% on April 1, 2026;
- viii. Increase of 2% on April 1, 2027;

#### **Special Adjustment**

Effective March 31, 2025, a 2.5% adjustment will be added to the classification of Home Support Worker and Home Support Worker (Not Meeting Criteria).

#### **Step Adjustments**

Effective March 31, 2026, an additional step will be added to the top of scale of the classification of Home Support Worker and Home Support Worker (Not Meeting Criteria), the step will be 2.5% and will be available to Employees after 2 years of service with the Employer in the classification.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	Wage Adjustment		1.50% Increase		3.00% Increase		6.50% Increase		3.00% Increase		2.00% Increase		2.00% Increase		2.00% Increase								
			Apr.1-21 Hourly Rate	Apr.1-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Apr.1-22 Hourly Rate	Apr.1-22 Approx. Annual Rate	Apr.1-23 Hourly Rate	Apr.1-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.1-24 Hourly Rate	Apr.1-24 Approx. Annual Rate	Mar.31-25 Hourly Rate	Mar.31-25 Approx. Annual Rate	Apr.1-25 Hourly Rate	Apr.1-25 Approx. Annual Rate	Mar.31-26 Hourly Rate	Mar.31-26 Approx. Annual Rate	Apr.1-26 Hourly Rate	Apr.1-26 Approx. Annual Rate	Apr.1-27 Hourly Rate	Apr.1-27 Approx. Annual Rate	
Home Support Worker Certified CCA (meets criteria)	Probationary Rate	\$18,340	\$38,147	\$18,615	\$38,720	\$21,471	\$44,660	\$21,793	\$45,300	\$22,447	\$46,890	\$22,559	\$46,923	\$23,261	\$48,331	\$23,817	\$49,539	\$24,293	\$50,530	\$24,293	\$50,530	\$24,779	\$51,541	\$25,278	\$52,572
	Regular Rate	\$18,974	\$39,468	\$19,259	\$40,060	\$23,278	\$48,439	\$23,626	\$49,145	\$24,336	\$50,620	\$24,451	\$50,873	\$25,191	\$52,399	\$25,821	\$53,709	\$26,380	\$54,783	\$26,380	\$54,783	\$26,864	\$55,875	\$27,401	\$56,996
	After 2 Years**																								
	Availability Rate (in addition to above)	\$ 0.2700		\$0.2741		\$ 0.2909		\$0.2953		\$0.3042		\$0.3057		\$0.3149		\$0.3228		\$0.3293		\$0.3293		\$0.3359		\$0.3426	

\* Effective March 31, 2026 additional step will be added for employees after 2 years of service with the Employer in the classification.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	Availability Pay Increase		1.50% Increase		3.00% Increase		6.50% Increase		3.00% Increase		2.00% Increase		2.00% Increase		2.00% Increase							
			Apr.1-21 Hourly Rate	Apr.1-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Apr.1-22 Hourly Rate	Apr.1-22 Approx. Annual Rate	Apr.1-23 Hourly Rate	Apr.1-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.1-24 Hourly Rate	Apr.1-24 Approx. Annual Rate	Mar.31-25 Hourly Rate	Mar.31-25 Approx. Annual Rate	Apr.1-25 Hourly Rate	Apr.1-25 Approx. Annual Rate	Mar.31-26 Hourly Rate	Mar.31-26 Approx. Annual Rate	Apr.1-26 Hourly Rate	Apr.1-26 Approx. Annual Rate	Apr.1-27 Hourly Rate	Apr.1-27 Approx. Annual Rate
Uncertified CCA (Does not meet criteria)	Probationary Rate	\$18,340	\$38,147	\$18,615	\$38,720	\$18,894	\$39,300	\$19,461	\$40,479	\$19,558	\$40,682	\$20,153	\$41,902	\$20,648	\$42,950	\$21,061	\$43,809	\$21,061	\$43,809	\$21,483	\$44,685	\$21,912	\$45,579	
	Regular Rate	\$18,974	\$39,468	\$19,259	\$40,060	\$19,548	\$40,660	\$20,134	\$41,880	\$20,235	\$42,090	\$20,842	\$43,352	\$21,363	\$44,436	\$21,790	\$45,325	\$21,790	\$45,325	\$22,287	\$46,232	\$22,712	\$47,156	
	After 2 years**																							
	Availability Rate (in addition to above)	\$0.2700		\$0.2741		\$0.2909		\$0.2953		\$0.3042		\$0.3057		\$0.3149		\$0.3228		\$0.3293		\$0.3293		\$0.3359		\$0.3426

\*\* Effective March 31, 2026 additional step will be added for employees after 2 years of service with the Employer in the classification.

NOTE:  
General Economic Increases

In the event that Uncertified CCAs or CCA classifications employed within a CUPE Long Term Care facility in Nova Scotia receive a greater general % for economic increase in a future agreement of the facility and CUPE during the period between November 1, 2025 – October 31, 2027, CUPE Local 3936 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternative general % economic increase but to be applied at the relative timing within the April 1, 2026 – March 31, 2028 time period. CUPE Local 3936 shall advise the Employer in writing of their intention to accept the alternative general economic adjustment, and this agreement will be amended accordingly and not be subject to ratification.

**Classification Adjustments**

In the event that Uncertified CCAs or CCA classifications employed within a CUPE Long Term Care facility in Nova Scotia receive a classification adjustment that is greater than the classifications of Uncertified CCA or CCA in this agreement, during the period between November 1, 2025 – October 31, 2027, CUPE Local 3936 shall have thirty (30) days from the date of ratification of the other agreement to accept the higher rate but to be applied at the relative timing within the April 1, 2026 – March 31, 2028 time period. CUPE Local 3936 shall advise the Employer in writing of their intention to accept the alternative classification adjustment, and this agreement will be amended accordingly and not be subject to ratification.

Example of "relative timing" referenced above: If % increase or classification adjustment is in effect for a CUPE LTC facility on November 1, 2025 then relative timing for % increase for Home Support is April 1, 2026, etc.

**MEMORANDUM OF AGREEMENT – DENTAL PLAN**  
**BETWEEN**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY**  
**(the “Employer”)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 3936**  
**(the “Union”)**

The Parties agree that dental benefits will be made available to all regular part-time employees in the bargaining unit in accordance with the following:

1. Dental benefits will be made available to regular part-time employees in the bargaining unit effective no more than three months after date of signing, but as soon as arrangements can be made with the plan provider.
2. Participation in the plan will be mandatory for all regular part-time employees, except where satisfactory proof of coverage under a spousal plan is provided.
3. Upon commencement, premium costs for the plan for regular part-time employees will be shared on the basis of 50% Employer and 50% Employee.

Dated at Bridgewater, Nova Scotia this 6<sup>th</sup> day of February, 2026.

SIGNED AND DELIVERED  
In the Presence of

Kurtin Herman  
Witness

Amel WB

**Lunenburg County Home Support  
Services Society**

Per [Signature]

Per [Signature]

**Canadian Union of Public  
Employees, Local 3936**

Per [Signature]

Per [Signature]

Per [Signature]

## **MEMORANDUM OF AGREEMENT – 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.
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 Bridgewater, Nova Scotia this 6<sup>th</sup> day of February, 2026.

SIGNED AND DELIVERED  
In the Presence of

Kristin Herma  
Witness

Ayla W.B.

**Lunenburg County Home Support  
Services Society**

Per [Signature]

Per [Signature]

**Canadian Union of Public  
Employees, Local 3936**

Per [Signature]

Per [Signature]

Per [Signature]

**MEMORANDUM OF AGREEMENT – WORKPLACE VIOLENCE**

**BETWEEN**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY  
(the “Employer”)**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936  
(the “Union”)**

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 provide updates of the violence risk assessment for a worksite in accordance of the provisions of the OH&S Act.

(b) Workplace Violence Prevention Plan

The Employer agrees to develop and revise every two (2) years a Workplace Violence Prevention Plan (the “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

During Orientation, the Employer will provide training on violence prevention to all Employees 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 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.

The Employer shall make this training or similar training available for all staff. This training will be optional and not mandatory. Staff will have the opportunity to complete this training once every five (5) year period starting in 2026.

(d) Workplace Violence Prevention Documents

The relevant Workplace Violence documents include:

- (i) Workplace Violence Prevention Plan
- (ii) Workplace Violence Program Plan
- (iii) Workplace Violence Prevention Policy
- (iv) Workplace Violence Prevention – Hazard Risk Assessment
- (v) Workplace Violence Prevention Plan Review Hazard Risk Assessment Summary Report
- (vi) Employee Occurrence Form
- (vii) Violence Risk Assessment
- (viii) Aware-NS Violence in the Workplace Regulations (online course must be completed prior to first day of work)
- (ix) Workplace violence prevention, safe work practices and procedures handout provided at orientation.

(e) Employees who Experience Violence

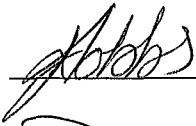
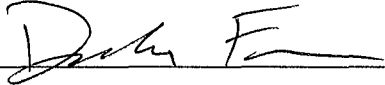
Where an incident of violence has occurred in the workplace it will be reported to the Employer, joint Occupational Health and Safety Committee, and the employee may notify the Union.

The Employer agrees to provide supports in accordance with the provisions of the *Occupational Health and Safety Act* to employees who experience violence in the workplace.

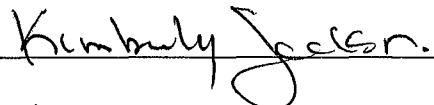
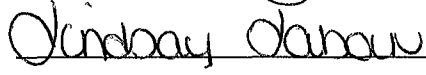
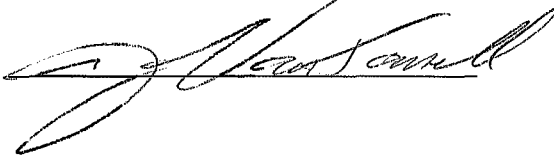
(f) No Reprisals

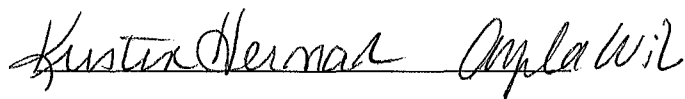
The Employer will not discriminate or retaliate against an employee who has reported an injury or an incident of workplace violence.

**For the Employer:**

  
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**For the Union:**

  
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**Witness to all the above signatories**

**MEMORANDUM OF AGREEMENT – TRANSITION TO GUARANTEED HOURS**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY  
(the “Employer”)**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936  
(the “Union”)**

WHEREAS the Parties wish to provide more regular work schedules for employees in an effort to improve work life balance for employees and to improve the care clients of Lunenburg County Home Support receive. As a result the Parties wish to adopt guaranteed hours for Home Support Employees.

AND WHEREAS Guaranteed hours shall be scheduled in accordance with Article 17 Hours of work and shall include an availability window depending on the position.

AND WHEREAS the parties recognize that implementing guaranteed hours in accordance with Article 17 will require significant work force planning.

AND WHEREAS the parties recognize that adopting guaranteed hours may result in significant operational strain and increased costs for the Employer.

AND WHEREAS the parties are committed to maintaining the operational viability of the employer.

THEREFORE the parties agree that The Employer will introduce positions with Guaranteed hours in the following manner:

1. The number of each guaranteed hour position will depend on the operational requirements of the Employer.
2. Employees who cannot provide the required availability of any position may elect to take a casual position with the Employer. For clarity if an Employee cannot commit to the required availability of any position then they will not be eligible for a guaranteed position.
3. Full-Time and Part-Time Guarantee Positions:
  - A. Full-Time Guarantee:
    - (i) Full Time Guarantee Positions shall be eighty (80) hours guaranteed bi-weekly.

- (ii) All employees at the time of ratification in a guaranteed eighty (80) hour bi-weekly position shall be offered a full time guarantee position provided they can meet the requirements of the position as stated in Paragraph 2 of this MOA.
- (iii) The employer will offer no less than forty (40) full time Guaranteed Hour positions.

B. Part-Time Guarantee:

- (i) Part-Time Guarantee Hour positions shall not be less than forty two (42) guaranteed hours in a bi-weekly pay period.
- (ii) All Part Time Employees at the time of ratification who have a guaranteed hours position will be offered a guaranteed hour position in accordance with their FTE status at the time of ratification provided they can meet the requirements of the position as stated in Paragraph 2 of this MOA.

Implementation of Guaranteed Hours


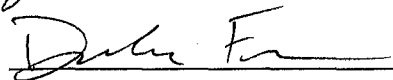
4.
  - a) Within 3 months following the signing of the Collective Agreement the Employer will determine what compliment of guaranteed hour positions is required.
  - b) Once the Compliment of guaranteed hours positions is determined. The Employer will ask employees (not currently in a guaranteed hours position) to complete an expression of interest to identify what FTE they are interested in and are able to meet the requirements of in accordance with paragraph 2 of this MOA. If an Employee is interested in more than one FTE then they shall rank their preferences.
  - c) Once employees are assigned an FTE in accordance with the above the Employer will prepare rotations. The Employer will assign rotations taking into consideration geographic proximity, employee preference and operational needs. All Rotations will be based on the operational needs of the Employer
5. The Employer will then post any newly created or vacant guaranteed hour positions that are not filled as per Article 15.
6. If an Employee does not take a guaranteed hours position as a result of this process or because they cannot meet the requirements of any position then they shall have the option to remain a casual employee.

7. Until such time employees are transitioned to a guaranteed hours position or a casual position in accordance with this transition, the current process for scheduling of hours of work will remain in effect as well as the existing Article 17 Hours of Work Article, except for 17.05. Effective the date of signing employees will no longer be eligible to be paid five (5) minutes to complete client paperwork in accordance with article 17.05. Any required client paperwork shall be completed in the client visit.

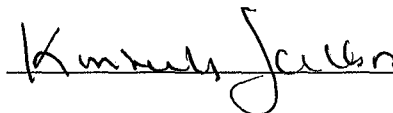
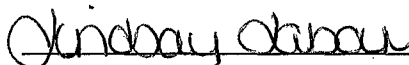

Review

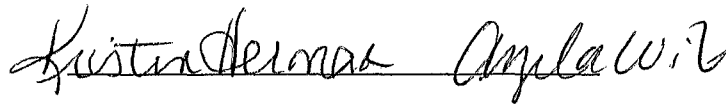
8. If at any point the implementation of guaranteed hour shifts is no longer operationally feasible then the Employer will request a meeting with the Union to discuss the workforce reduction needed. This reduction could result in reduced guaranteed hours positions, layoffs, or any other agreement reached between the parties.

**For the Employer:**

  
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\_\_\_\_\_

**For the Union:**

  
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**Witness to all the above signatories**

**MEMORANDUM OF AGREEMENT – LONG TERM DISABILITY**


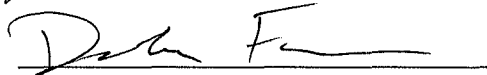
**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY  
(the “Employer”)**

**-and-**

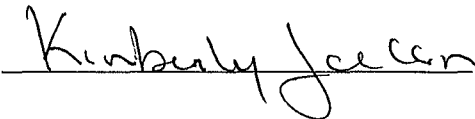
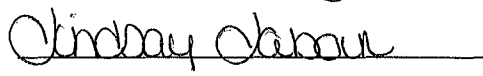
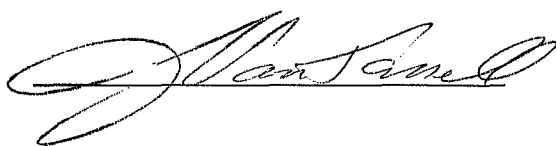
**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936  
(the “Union”)**

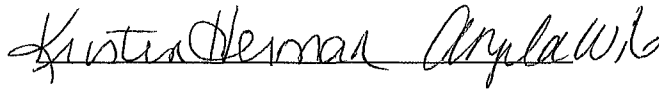
The Parties agree in principle that Part Time Employees shall be eligible to participate in the existing long-term disability plan of the Employer. Participation for part-time employees requires that all part-time employees join the plan and that the cost will be one hundred percent (100%) employee paid.

**For the Employer:**

  
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\_\_\_\_\_  
\_\_\_\_\_

**For the Union:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



**Witness to all the above signatories**

**MEMORANDUM OF AGREEMENT – PENSION PLAN**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY  
(the “Employer”)**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936  
(the “Union”)**

Within thirty (30) days of the ratification of this Collective Agreement, any eligible Employees who wish to enroll in the Nova Scotia Health Employees’ Pension Plan (NSHEPP) shall notify the Employer of this request in writing. Within sixty (60) days of the ratification of this Collective Agreement, the Employer shall make application on behalf of these Employees for enrollment in NSHEPP.

For greater certainty, eligibility and the terms of transfer are determined by the respective Pension Plan Administrators (e. Standard Life, Cooperators and NSHEPP).

The Employer shall not be responsible for any financial obligation related to an Employee’s transfer to NSHEPP and/or past service contributions.

Dated at Bridgewater, Nova Scotia this 6<sup>th</sup> day of February, 2026.

SIGNED AND DELIVERED  
In the Presence of

Kristin Nerman  
Witness

Amyla Will

Lunenburg County Home Support  
Services Society

Per [Signature]

Per [Signature]

Canadian Union of Public  
Employees, Local 3936

Per [Signature]

Per [Signature]

Per [Signature]