

COLLECTIVE AGREEMENT

between

NEW DAWN GUEST HOME

and

***CANADIAN UNION OF PUBLIC EMPLOYEES
Local 3067***

Effective April 1, 2015 to March 31st, 2021

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ARTICLE 1 - PURPOSE

- 1:01** The purpose of this Agreement is:
- (A) To promote and maintain harmonious relations between the employer and employees;
 - (B) To define more clearly wages and conditions of employment which shall be obtained by bargaining between the Employer and Employees;
 - (C) To provide an amicable method of settling grievances or differences which may arise from time to time;
 - (D) To promote the mutual interests of the Employer and Employees; and
 - (E) To provide for the carrying on of the Employer's business under methods which will further, to the fullest extent possible, the safety and welfare of the Employees, together with efficiency and economy of operation;
 - (F) To promote the well-being and service to the residents of the New Dawn Guest Home.
- 1:02** It is recognized by this Agreement to be the duty of both Parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 2 - DEFINITIONS

- 2:01** The term "**EMPLOYEE**" as used in this agreement shall include all Employees of New Dawn Guest Home Limited, save and except office employees and those persons excluded by Paragraphs (a) and (b) of Sub-Section (2) of Section II of the Trade Union Act and the Administrator and Secretary to the Administrator.
- 2:02** "**FULLTIME EMPLOYEE**" is one who is regularly scheduled to work on a fulltime basis and who normally works an average of 80 hours in a bi-weekly period and who has successfully completed the probationary period. This Collective Agreement is fully applicable to full time employees.
- 2:03** "**RELIEF EMPLOYEE**" is an employee who is not regularly scheduled but is on call to fill in for a regularly scheduled Employee. The Collective Agreement is fully applicable to all Relief Employees. The monetary benefits of the agreement, except wages, will be pro-rated.

- 2:04** All newly hired employees must complete a probationary period of 1,000 hours, which will include up to the maximum of three (3) paid orientation shifts in the Department in which they will be working.
- 2:05** During the orientation period, the Probationary Employee will not be entitled to any rights and benefits of this agreement, except wages.
- 2:06** Once the "**PROBATIONARY EMPLOYEE**" has successfully completed of 1,000 hours, the Employee will be entitled to the rights and benefits of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01** It is the right of the Employer to manage the business of the New Dawn Guest Home.
- 3:02** The employment, direction and supervision of the Employees, including transfer, promotion, layoff, suspension and discharge for just cause is vested in the Employer subject to the provisions of this Agreement.
- 3:03** The Employer has the right to make regulations as to the conduct and personal appearance of all Employees during working hours.
- 3:04** Causes of disagreement will be dealt with in accordance with the Grievance Procedure.

ARTICLE 4 - RECOGNITION

- 4:01** The Employer recognizes CUPE Local 3067, New Dawn Guest Home Employees Union, as the sole collective bargaining agency for the Employees described in Article 2 above, and agrees to meet the representatives of said Union for the purposes of carrying out the terms of this Agreement.
- 4:02** The Employer agrees to acquaint potential Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Check-off.
- 4:03** On commencing employment, the Employees immediate supervisor shall introduce the new Employee to their Union Steward or Representative. The Union shall also be provided with a list of new hires. An Officer of the Union shall be given thirty (30) minutes to interview each new Employee within regular working hours, without loss of pay, for the purpose of acquainting the new Employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

4:04 The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees will not be asked or required to do personal services for a supervisor, which are not connected with the operation of the Employer.

4:05 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union in accordance to the Constitution and By-Laws of the Union.

ARTICLE 5 - COLLECTIVE BARGAINING

5:01 A Union Bargaining Committee shall be elected or appointed by Employees in the Bargaining Union and shall consist of not more than three (3) Employees. The Union will advise the Employer the names of such Employees sufficiently in advance of negotiations so that scheduling of the Employees can be considered.

5:02 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 or negotiating with the Employer. Such a representative shall, with the permission of the Employer, have access to the Employer's premises in order to investigate and assist in the negotiations. Permission will not be unduly withheld.

5:03 In the event either Party wishes to call a Bargaining Meeting, the meeting shall be held at a time and place fixed by mutual agreement.

5:04 No employee shall be asked or permitted to make any verbal or written agreement, which may conflict with the terms of this Agreement.

5:05 Wages, hours of work and conditions of employment are recognized to be matters of agreement between the Parties.

5:06 Employer will pay the equivalent wages for scheduled shifts lost of one member of Bargaining Committee for the term of the Bargaining session.

ARTICLE 6 - HUMAN RIGHTS

6:01 The Employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or any other action by reason of age, race, creed, color, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of membership or activity in the Union or any other reason.

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the Human Rights Act except as authorized by the Civil Service Act, the Human Rights Act, or any other law.

- 6:02** Any claim by an Employee or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Act, or the Labour Standards Act, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7:01** Upon commencement of employment, the Employer will deduct from the Employee's wages, all union dues, initiation fees and assessments levied by the Union in accordance with the Union constitution and by-laws of CUPE.
- 7:02** Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary Treasurer of the Union, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 15th day of the month following, accompanied by a list of names and classifications of employees from whose wages the deductions have been made.

RAND FORMULA WITH COMPULSORY CHECK-OFF

- 7:03** Union dues will also be deducted from grant workers and other non-union employees doing bargaining unit work.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE PROCEDURES

- 8:01** An Employee covered by this Agreement may not be disciplined or discharged except for just cause. The burden shall be on the Employer to establish grounds for discharge.
- 8:02** Prior to the imposition of any disciplinary action, the Employer shall notify the Employee of the reasons for considering such action, unless the Employee is a danger to themselves or others. Whenever the Employer deems it necessary to reproach an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, given written particulars of such reproach to the secretary of the Union, with a copy to the Employee involved.

- 8:03:01** An Employee shall have the right to have their Steward at any discussion with supervisory personnel whom the Employee believes might be the basis of disciplinary action.
- 8:03:02** A Steward or local union officer shall have the right to consult with a CUPE Representative and to have that representative present at any discussion with supervisory personnel.
- 8:04** Should the Employee be found to have been unjustly disciplined or suspended the Employee shall be reinstated in their former position without loss of seniority and shall be compensated for all time lost during the dismissal or suspension.
- 8:05** Any monies earned by an Employee during a period of suspension or discharge shall not be deducted from any award.
- 8:06** The record of an Employee shall not be used against that employee at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports providing the employee has had no further disciplinary action of the same or similar nature during that time.

CROSSING OF PICKET LINES DURING STRIKE

- 8:07** An Employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out Employees. Failure to cross such a picket line or to perform the work of striking or locked out Employees by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

POLITICAL ACTION

- 8:08** No Employee shall be disciplined other than loss of wages for the period involved for participation in a national or provincial General Strike called for by the Canadian Labour Congress or CUPE National.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9:01** A grievance shall be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement,
- 9:02** In order to provide an orderly and speedy procedure for the discussion, processing and settling of grievances, the Employer acknowledges the right of a Union Grievance Committee and the Union Stewards to

represent an Employee in preparing and presenting their grievance in accordance with this Grievance Procedure.

9:03 The Union shall notify the Employer in writing of the names of the Steward, or their designate, and members of the Grievance Committee before the Employer shall be required to recognize them.

9:04 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 or negotiating with the Employer. Such a representative shall, with the permission of the Employer, have access to the Employer's premises in order to investigate and assist in the grievances. Permission will not be unduly withheld.

9:05:01 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1 The aggrieved Employee(s) will submit the grievance to their Steward within five (5) working days of the alleged grievance. If the Employee's Steward is absent, they may submit their grievance to a member of the Grievance Committee.

STEP 2 The Steward and/or Grievance Committee will first seek to settle the grievance with the Employee's supervisor within five (5) working days.

STEP 3 Failing settlement being reached in Step 2, the Steward and/or the Grievance Committee may submit, within five (5) working days, to the Administrator, a written statement of the particulars of the grievance and the redress sought. The Administrator shall render a decision within five (5) working days after receipt of such notice. Such decision shall include reasons for the decision given.

STEP 4 Failing settlement being reached in Step 3, the Union may refer the dispute to mediation or arbitration, as may be mutually agreed upon.

9:05:02 The Parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step (or any step) referring to arbitration by agreeing to request the services of a Conciliation Officer from the Nova Scotia Department of Labour.

9:05:03 Any discussions by the Parties, or recommendations of the Mediator, shall be made without prejudice to any further proceedings.

9:05:04 Any recommendations made by the Mediator shall not be binding on either Party; and either Party shall retain the right to proceed to Arbitration failing satisfactory resolution to the grievance through Mediation.

- 9:05:05** Working Days shall be understood to exclude holidays and weekends for the purpose of the Grievance procedure.
- 9:06** Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or the Employer has a grievance, the complaint stage and Step 1 may be bypassed.
- 9:07** Grievances concerning lay-off and recall shall be initiated at Step 2 of the Grievance procedure.
- 9:08** Any mutually agreed changes to this Collective Agreement shall form part of the Agreement and are subject to the grievance and arbitration procedure.
- 9:09** If either of the Parties fails to process a grievance to the next step in the Grievance Procedure within the specified time limits, the time limits specified may be extended by mutual consent.
- 9:10** Mediation - The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure by mutually agreeing to request a Conciliation Officer from the Nova Scotia Department of Labour.
- Any discussions by the parties, or recommendations of the Mediator shall be made without prejudice to any further proceedings.
- Any recommendations made by the Mediator shall not be binding on either party and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through mediation.

ARTICLE 10 - ARBITRATION

- 10:01** When either Party requests that a grievance be submitted to arbitration the request shall be made in writing to the other Party and sent by means of registered mail, fax or hand-delivered, receipt of which to be acknowledged by the other party. The Parties agree that a single arbitrator shall be used in all cases, except in discipline or discharge where either Party may request an arbitration panel consisting of a Chair, a. person appointed by the Employer and a person appointed by the Union.
- 10:02** An Employee considered by the Union to be unjustly discharged or suspended shall have the right to proceed directly to arbitration. Steps 1-3 in the Grievance Procedure shall be bypassed.

- 10:03** By mutual agreement of both Parties, the grievance may be heard by a mediator.
- 10:04** In the event the Parties fail to agree upon an Arbitrator (Chair) within five (5) working days, a request shall be made by either Party to the Minister of Labour to appoint one.
- 10:05** The Arbitration Board shall not have the power to amend or change any provisions of this Agreement; however, the Arbitration Board may render a decision, which in the opinion of the Arbitration Board is fair and equitable under the circumstances.
- 10:06** The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties and may not be changed. The Arbitration Board shall have the power to modify or set aside any penalty imposed by the Employer relating to any disciplinary measures before them.
- 10:07** Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to reconvene the hearing to clarify the decision within ten (10) days.
- 10:08** The Parties to this agreement (The Employer and the Union) will each pay one-half of the cost of the Arbitration.
- 10:09** At any stage of the Grievance or Arbitration Procedure, the Parties shall have the assistance of any Employee(s) concerned as witnesses. All reasonable arrangements will be made to permit the conferring Parties or Arbitrator to have access to the Employer's premises to view working conditions that may be relevant to the settlement of the grievance.
- 10:10** The Arbitrator shall render the decision within 14 days of the hearing.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

- 11:01** When a new permanent position is created or when a vacancy occurs (which includes the resignation of an incumbent) inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the Staff Room Bulletin Board for seven (7) calendar days. The Employer shall fill the vacancy within fourteen (14) days.
- 11:02** Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. All job postings shall state: "This position is open to male and female applicants".

- 11:03** All applicants shall apply in writing within a seven (7) calendar day period.
- 11:04** In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications and ability to do the job.
- 11:05** No outside advertising for the vacancy shall be placed until the applications of present Union members have been fully processed.
- 11:06** The successful applicant shall be notified within three (3) weeks following the end of the posting or advertising period. They shall be placed on trial for a period of 520 hours. The Employee shall be declared permanent after successful completion of the trial period.
- 11:07** In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, or if the Employee wishes to return to their original position, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions, wage or salary rate, without loss of seniority.

ARTICLE 12 - HOURS OF WORK

- 12:01** Regular hours of work shall be eight (8) hours per day, five (5) days per week.
- 12:02** No more than six (6) shifts shall be scheduled consecutively.
- 12:03** Two (2) days off shall be scheduled consecutively.
- 12:04** Employees shall be entitled to two (2) fifteen (15) minute breaks - one in the first half of the shift and one in the second half of the shift.
- 12:05** Employees shall be permitted a lunch break of thirty (30) consecutive minutes.
- 12:06** Scheduled Employees shall report off as early as possible on the day shift and shall give as much advance notice as possible on the evening and night shifts; at least four (4) hours is desirable in order for the Employer to contact Relief Employees.

12:07 If Relief Employees are called to work on short notice, the Employer will make allowances for their reporting time and the Employee will be paid from the time called.

12:08 **Shift and Weekend Premiums**

12:08 (a) As of March 31, 2015, all employees shall receive a shift premium of \$1.75 per hour for all hours worked between 1900 hours and 0700 hours.

- i. Increase of thirty (30) cents (\$0.30) effective May 1, 2020.
- ii. An Increase of twenty (20) cents (\$0.20) effective on the last day of the Agreement.

For clarification as of March 31, 2021 the shift premium shall be \$2.25 per hour worked within the applicable times outlined above.

12:08 (b) As of March 31, 2015, all employees shall receive a weekend premium of \$1.75 per hour for all hours worked between midnight Friday and midnight Sunday.

- i) An increase of thirty (30) cents (\$0.30) effective May 1, 2020.
- ii) An Increase of twenty (20) cents (\$0.20) effective on the last day of the Agreement.

For clarification as of March 31, 2021, the weekend premium shall be \$2.25 per hour worked within the applicable times outlined above.

ARTICLE 13 - SENIORITY

13:01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

13:02 The Employer shall maintain a seniority list showing the day upon which each employee's service commenced. Where two or more Employees commenced work on the same day, preference shall be given in accordance with names drawn by lot. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by February of each year.

13:03 Employees shall be laid-off and recalled in accordance with seniority consistent with qualifications and ability to do the work required.

- 13:04** An Employee shall continue to accrue seniority but not vacation and sick benefits if they are absent without pay from the Employer, except Workers' Compensation leave, from work because of sickness, disability, layoff, (except as noted in Article 13:05 - E) or approved leaves of absence.
- 13:05** An Employee shall only lose their seniority in the event that:
- (A) They are discharged for just cause and are not reinstated;
 - (B) They are absent from work for ten (10) consecutive working days without reasonable excuse for absence and are discharged;
 - (C) They resign in writing with a forty-eight (48) hour grace period;
 - (D) They fail to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause;
 - (E) A layoff period that exceeds two (2) years.

ARTICLE 14 – RELIEF EMPLOYEES

- 14:01** To be assigned to the relief list of any Department, an Employee must complete an orientation period lasting up to a maximum of three (3) on-the-job training shifts within that Department. It should be understood that there shall be no loss of rights, benefits, wages or privileges during that period.
- 14:02** Relief Employees will be listed on the relief list in order of their seniority and will be called in that order to fill in for absences of regularly scheduled Employees.
- 14:03** All calls to Relief Employees should be made directly to the Relief Employee. If the Relief Employee first called cannot be reached after two tries within one (1) hour, if operationally feasible, or is not available to work, the next Relief Employee on the list will be called, and so on, until the shift is covered.
- 14:04** Relief Employees who are not available for work, without just cause, after refusing or not being available for three (3) calls within one (1) month shall be put at the bottom of the relief list. If they refuse or are not available for three (3) additional shifts, without just cause, they shall be removed from the relief list.

14:05 Relief Employees will be eligible to apply for posted positions and where qualified will be considered in order of their seniority.

ARTICLE 15 - VACATIONS

15:01 Ten (10) days vacation after completion of one (1) year's service
Fifteen (15) days vacation after completion of two (2) year's service
Twenty (20) days vacation after seven (7) year's service

Fifteen (15) days vacation at one time will be permitted, provided that no more than three (3) people are on vacation at any time, on the basis of a maximum of two (2) Employees from each department, where operationally feasible.

15:02 Vacations shall be scheduled between June and October, if possible, in a manner that will least interfere with the operation of the Employer's business. Preference for vacation time will be on the basis of seniority of the Employee within each department, and vacations will be taken in the year in which they become due.

15:03 For those entitled to fifteen (15) days vacation, if vacation is taken between June 1st and October 15th, no more than ten (10) days at a time may be taken. Special consideration may be given to written requests for fifteen (15) days of vacation. Such requests must be submitted thirty (30) days in advance of the posting of vacation schedule.

If vacation is taken between October 15th and June 1st, fifteen (15) days may be taken at one time provided that no more than one (1) person is on vacation.

15:03:01 Any summer vacations should be submitted to the Employer by May 15 of the current year and a reply to this request be issued by June 1 of the current year.

15:04 If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed.

15:05 If vacations are requested during the months of July and August, they shall be granted first on the basis of seniority.

15:06 An employee shall receive an unbroken period of vacation to the maximum of fifteen (15) days unless mutually agreed upon between the Employee and the Employer.

- 15:07** Relief Employees shall receive vacation pay on a pro-rata basis equal to the years of service based on twenty-two (22) days as a calendar month. When a Relief Employee is replacing a Regular Employee off on an extended leave, they will enjoy regular benefits.
- 15:08** If an Employee leaves the service of the Employer for any reason whatsoever, they shall be paid the amount due for vacation, calculated on a pro-rata basis retroactive to the anniversary date of commencement of employment in the year in which the Employee leaves.

ARTICLE 16 - WAGES AND BENEFITS

- 16:01** The Employer agrees to pay and the Union agrees to accept the scale of wage rates attached to and forming part of this Agreement as Appendix "A".
- 16:02** There shall be no pyramiding of premium pay, overtime pay, or paid holiday pay.
- 16:03** There shall be no pyramiding of benefit or payments paid except where the contract provides otherwise.
- 16:04** Employees are entitled to benefits in the amount and manner described in this Agreement.

ARTICLE 17 - OVERTIME

- 17:01** Employees required to work in excess of their regularly scheduled shift will be paid overtime at a rate of time and one-half (1 ½) for the hours worked in excess.
- 17:02** Any employee required to work in excess of forty (40) hours per week (for those employees who work eight (8) hour days) and in excess of eighty-four (84) hours hi-weekly (for those employees who work twelve (12) hour shifts) will be paid overtime at a rate of time and one-half (1 ½) for the hours worked in excess.

ARTICLE 18 - LEAVE OF ABSENCE

- 18:01** Where a leave of absence for illness or any other reason is for an indefinite return date, the Employee must give the Employer fourteen (14) days notice to return to work, if possible.
- 18:02** Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and without benefits. Leave of absence without pay but

without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

FULL-TIME UNION OR PUBLIC DUTIES

18:03:01 The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of seniority so that the Employee may be a candidate in federal, provincial, or municipal elections.

18:03:02 An Employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during their terms in office.

18:03:03 An Employee who is elected or selected for a full-time position with the union, or with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, with a cap of four (4) years. Such leave shall be renewed each year, on request during their term of office.

PAY DURING LEAVE OF ABSENCE FOR UNION WORK OR CONVENTION

18:04 An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.

SPECIAL LEAVE

18:05 Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Serious household or domestic emergency (such as flood, fire, or medical emergency - it is understood the medical emergency is for a family member, not the employee (includes spouse, common Law and same sex partner and child (children)	One (1) day/year

Formal hearing to become a Canadian Citizen One (1) day

Processing Canadian Citizenship Application Two (2) days minimum

TIME OFF FOR ELECTIONS

18:06 Every Employee who is qualified to vote shall, while the polls are open on polling day at an election, have three (3) consecutive hours for the purpose of casting their vote and, if the hours of employment do not allow for those three (3) consecutive hours, the Employer shall allow such additional time, with pay, for voting as may be necessary to provide those three (3) consecutive hours.

PAID JURY OR COURT WITNESS DUTY LEAVE

18:07 The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received.

LEAVE FOR COURT APPEARANCE OR INCARCERATION

18:08 In the event that an Employee is accused of an offense, which requires a court appearance, they shall be entitled to leave of absence without loss of seniority. In the event that the accused Employee is jailed awaiting a court appearance, the Employee shall be entitled to an automatic leave of absence without loss of seniority.

EDUCATION LEAVE AND EXAMINATIONS

18:09 The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve the educational standards of the workforce, Accordingly, the Employer agrees that Employees with five (5) years employment, who wish to farther their education, shall be permitted up to two (2) years without pay of education leave. Any benefits based on service and seniority shall be retained and accumulated, except vacation and sick pay. The Employee shall be placed in a position equivalent to the one held prior to the education leave.

An Employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications, if approved in advance by the employer.

EARNED VACATION AND SICK LEAVE ON DEATH

- 18:10** If an Employee has been granted more vacation or sick leave with pay than he/she has earned dies, the Employee is considered to have, earned the amount of leave with pay granted.

EARNED VACATION AND SICK LEAVE ON TERMINATION

- 18:11** When the employment of an Employee who has been granted more vacation or sick leave with pay that he/she has earned is terminated by layoff, or otherwise, he/she is considered to have earned the amount of leave with pay granted him/her.

BEREAVEMENT LEAVE

- 18:12 (a)** An employee shall be granted five (5) consecutive calendar days compassionate leave in the event of the death of one (1) or more of the following family members: spouse (including common-law and same-sex partner), parent (s), step-parent (s), foster parent (s), or child (children), brother (s), sister (s). The employee shall be paid for the scheduled work days the employee would normally be scheduled to work during the leave, if the death had not occurred.
- 18:12 (b)** An employee shall be granted three (3) consecutive calendar days compassionate leave in the event of the death of one (1) or more of the following family members: step-brother (s) or step-sister (s), father-in-law, mother-in-law, grandparent (s), or grandchild (children). The employee shall be paid for the scheduled work days the employee would normally be scheduled to work during the leave, if the death had not occurred.
- 18:12 (c)** Compassionate leave of absence becomes effective midnight following the death of any family member listed above.
- 18:12 (d)** In the event of the death of a family member listed in 18:12 (a) or 18:12 (b) occurs while the employee is at work, the employee shall be granted paid leave for the remainder of the shift.
- 18:12 (e)** An employee shall be granted one (1) day compassionate leave in the event of the death of an aunt or uncle, brother-in-law or sister-in-law, which shall be the day of the funeral. The employee shall be paid for the scheduled work day the employee would normally be scheduled to work during the leave, if the death had not occurred.

18:12 (f) In the event of a death any of any family member outlined in 18:12 (a) or 18:12 (b), an employee shall be granted up to two (2) travel days to attend the funeral if it is taking place outside of Cape Breton.

18:12 (g) DEFERRING OF BEREAVEMENT LEAVE

In the event that the funeral for any of the persons listed in Article 18.12 (a) or (e) does not take place within the period of bereavement leave, the employee may defer a day of his/her bereavement leave without loss of regular pay until the day of the funeral.

18:13 LEAVE FOR STORM OR HAZARD

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

- 1) Take the absent time as unpaid, or
- 2) Deduct the absent time from accumulated overtime, holiday time or vacation time, or
- 3) When the employee has no entitlement to accumulated paid leave, the employee may, with the approval of the employer, make up the absent time as the schedule allows.

ARTICLE 19 - CALL-BACK ALLOWANCE

19:01 The Employer shall reimburse an Employee for the cost of taxi fare, one (1) way, and with receipt, if they are called back to work.

ARTICLE 20 - STATUTORY HOLIDAYS

20:01 The following shall be considered legal holidays for the purpose of this agreement: Total number - eleven (11) Stat Holidays:

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

And two (2) float holidays, which may be taken by mutual agreement between the Employer and the Employee - Employees must submit request for float holidays one (1) week in advance.

20:02:01 When any of the above noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off with pay, at a time mutually agreed upon between the Employee and the Employer, or by mutual agreement a day's pay in lieu thereof.

PAYMENT FOR TIME WORKED ON A PAID HOLIDAY

20:02:02 When an employee works the holiday, they shall receive time and one-half for the time worked plus a lieu day off or a day's pay. If an employee decides to take the lieu day it will be by mutual agreement between the Employee and the Employer.

20:03 If any one of the above mentioned holidays fall on a Sunday, the day proclaimed by the government in its stead shall be observed.

All compensable days shall be deemed to be working days for the purpose of this agreement.

Management will provide Christmas Day or New Year's Day off for all Employees on the seniority basis unless mutually agreed otherwise.

Relief Employees shall receive a pro-rated holiday pay based upon number of hours worked. If the Employee is required to work the Employee shall receive time off with pay for the pro-rated number of hours to which the Employee would be entitled.

ON A REGULARLY SCHEDULED DAY OFF

20:04 (A) Double time (2 x) plus holiday pay or equivalent time off plus holiday pay at Employee's discretion.

(B) An Employee shall be entitled to the provisions of "A" providing they have worked forty (40) hours in the week. If less than forty (40) hours then Article 21:02 shall apply. Employees who request the time off shall select this time off by mutual agreement.

20:05 In order to qualify for Holiday Pay, an employee must have worked on the scheduled working day immediately preceding and immediately following the holiday.

ARTICLE 21- ADOPTION, MATERNITY AND PARENTAL LEAVE

21:01 Any Employee shall be entitled to Adoption, Maternity and Parental leave in accordance with Federal and Provincial Legislation.

21.02

Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- the spouse of the Employee,
- a child of the Employee or a child of the Employee's spouse,
- a parent of the Employee,
- the spouse of a parent of the Employee, or
- any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate.

The Employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

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 22 - LABOUR MANAGEMENT COMMITTEE

- 22:01** A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the Employees.
- 22:02** The Committee shall concern itself with the following general matters:
- (A) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
 - (B) Improving and extending services to the public;
 - (C) Promoting safety and sanitary practices;
 - (D) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service);
 - (B) Correcting conditions causing grievances and misunderstandings;
 - (F) Job security for the Employees;
 - (G) Quality care of the residents.
- 22:03** The Committee shall meet once every second month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. If the Employee is required to attend a meeting when they are not scheduled to work, the Employer agrees to pay the Employee(s) for the time spent in the meeting at the regular hourly rate of pay.
- 22:04** An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- 22:05** Minutes of each meeting of the Committee shall be prepared and signed off by the Chairs at the next meeting. The Union, the CUPE representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.
- 22:06** The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement.
- 22:07** The Committee shall not supercede 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 to the Employer with respect to its discussions and conclusions.

ARTICLE 23 - PROFESSIONAL STANDARDS AND INTEGRITY

- 23:01** In the event of an emergency, where a judgement call on the part of an Employee is required, and that decision is made on the basis of reasonable care and in accordance with the policies and procedures of the Employer, no Employee shall be disciplined for the necessary initiative or action taken.

ARTICLE 24 - SICK LEAVE

- 24:01 (a)** Sick leave means the period of time an employee is absent from work by virtue of being sick or disable, or because of an accident for which compensation is not payable under the Worker's Compensation Act and shall be payable from the first day of illness.

- (b)** Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.

- 24:02** Permanent employees shall earn sick leave benefits at the rate of twelve (12) days per year calculated on a monthly basis of one (1) day per month; maximum entitlement shall be thirty (30) days. Relief employees shall earn their sick leave based on a pro-rata basis - one (1) day for every twenty-two (22) worked.

24:03 PROOF OF ILLNESS

An employee may be required to produce a certificate from a qualified practitioner certifying that such employee is unable to carry out his/her duties due to illness, in the event that such illness endures for three (3) or more days. The cost incurred to obtain such certificate, shall be reimbursed by the employer, upon presentation of a receipt from the practitioner.

ARTICLE 25 - JOB DESCRIPTIONS

- 25:01** The employer agrees to draw up job descriptions of all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance, mediation and/or arbitration.

25:02 Existing classifications shall not be eliminated or changed without prior agreement with the Union. If such objection cannot be resolved, the issue may be subject to grievance, mediation and/or arbitration.

25:03 The "Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When duties of any job are changed or increased, or where the Union and/or an Employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree upon the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance, mediation and/or arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the Employee or the date of change in job duties.

ARTICLE 26 - RESIDENT BACKGROUND

26:01 When a new resident is being placed in the facility, staff will be informed of the particulars necessary to work beneficially with the resident and staff will be alerted as to whether or not the new resident poses any danger to their health and safety.

26:02 Admissions to the New Dawn Guest Home are the prerogative of the Employer.

ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

27:01 The Employer agrees to set up an Occupational Health and Safety Committee in compliance with the rules and regulations of the OHS Act for the Province of Nova Scotia.

ARTICLE 28 - NO CONTRACTING OUT

28:01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereinafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit Employees.

ARTICLE 29 - FOR THE GOOD OF THE UNION

29:01 The employer shall include an additional .01 per member per hour in the weekly Union Dues deductions for remittance to Union Aid, CUPE's International Solidarity Fund.

29:02 The first deduction for the Fund will be made for the fourth week following the ratification of this agreement.

29:03 It is understood that the participation by any employee in the bargaining unit, in the program of deductions set forth above, may be discontinued by any employee in the bargaining unit after the receipt by the employer and the Union of that employee's written statement of desire to discontinue participation.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30:01 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 or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations in the Agreement or the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation of the affected Article (s). If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

ARTICLE 31 - HARASSMENT

31:01 The employer agrees to develop, jointly with the Union, a policy against harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of harassment in staff or management training sessions.

31:02 **Personal Harassment:**

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

31:03 The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's Policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

ARTICLE 32 - WORKERS COMPENSATION PAY SUPPLEMENT

32:01 This provision shall become effective on the date of signing. This provision shall not apply to casual employees. This provision shall replace any existing provisions for Workers' Compensation.

- 1) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earning 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 his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- 2) The employer and the employee shall continue to cost-share the premiums of the 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.
- 3) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 4) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of injury) equals a maximum of one (1) year of annual vacation entitlement.
- 5) An Employee shall not accrue any other benefits while on Workers' Compensation.
- 6) An Employee who participates in an ease back or return to work shall be paid his/her hourly rate for all time spent at the work place.

32:02 An Employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer if qualified for the position.

ARTICLE 33 - CALLED TO WORK

33:01 If an Employee is called to work and refuses the shift without a valid reason, that Employee will not be called again for a shift during the same day.

ARTICLE 34 - PENSION PLAN

34:01 The employer agrees to participate in a Pension Plan and to match Contributions with those contributions to be provided by the eligible members (as determined by the specific eligibility provisions of the Pension Plan) of the bargaining unit as follows:

- (a) Following the date of signing of the collective agreement and upon the date of enrollment in a Pension Plan, the Employer and the Employee shall each make contributions at a rate of two and one half percent (2.5%);
- (b) Twelve (12) months following the date of commencement of contributions set out in (a), the Employer and the employee shall each make contributions at a rate of five percent (5%).

ARTICLE 35 - GROUP INSURANCE

35:01 Extended Health Plan & Cost Sharing of Health Benefit Plan:

The Employer will offer an extended health benefit plan with the employer and the employee cost sharing the premiums 65% / 35%.

The plan will include Life Insurance, AD & D and medical coverage only.

35.02 **Dental Benefits** - Dental benefits will be extended to those employees in bargaining units not currently covered by such a plan in accordance with those provisions outlined in Appendix "1". Where applicable, cost share formulas for the employees already covered by dental plans will be adjusted, also in accordance with Appendix "1". This common provision is applicable only to CUPE represented bargaining units in the DHW funded nursing home sector.

APPENDIX 1 - Dental Plan

Dental benefits and arrangements for the sharing of the costs of premiums will be extended to those employees not currently covered by such a plan in accordance with the following Memorandum. This Memorandum shall be incorporated as part of those collective agreements where dental plan coverage has not been negotiated.

Except for cases where existing cost share arrangements provide for an employer cost share portion of less than that specified in the MOA on the dates specified, all existing arrangements for the provision of dental benefits currently in place under collective agreements in the nursing home sector already negotiated by CUPE shall remain in place and remain unaffected by this Memorandum.

In those cases where the employer cost share is less than that specified in the MOA, the collective agreement will be amended to require the cost share formula in the MOA, as of the dates specified.

ARTICLE 36 - RECLASSIFICATION

36:01 When the duties of the classification are substantially increased by management, or where the Union alleges that an employee is incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the new classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance arbitration. The new rate shall become retroactive to the time the new position was first filled or the date of the reclassification.

ARTICLE 37- PERSONNEL FILE

37.01 Each Employee is entitled to have access to the Employee's personnel file, except personal references, by appointment during normal business hours. A copy of documents, except personal references, on the file of the Employee shall be made available to the Employee, provided the Employee gives reasonable advance notice of the request.

ARTICLE 38 - CONTRACTING OUT & WORK OF THE BARGAINING UNIT

38.01 No Employee shall be laid-off or have regular hours reduced as a result of the Employer contracting out work except in emergency situations.

38.02 Work of the Bargaining Unit

Non-bargaining unit members will not perform bargaining unit work to the extent that it will result in a layoff of any member of the Bargaining Unit.

ARTICLE 39 - LAYOFF/RECALL

39.01 Layoff Defined

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

39.02 Job Security

Both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained have the skills, ability and qualifications to perform the work required. Employees shall be recalled in the order of seniority provided those employees being recalled have the skills, ability and qualifications to do the work required.

39.03 Notice of Layoff

The Employer shall notify employees who are to be laid off seven (7) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work seven (7) full working days after notice of layoff the employee shall be paid in lieu if work was not made available, except in the event of a labour dispute involving members of this bargaining unit.

39.04 New Hire during Lay-offs

No new employee shall be hired to fill a permanent position until those Laid off who have seniority have been given an opportunity for recall, provided they have the skills, ability and qualifications to perform the work.

ARTICLE 40 - TERM OF AGREEMENT

40:01 This Agreement shall be binding, and remain in effect from April 1, **2015** to March 31st, **2021**. Either party to this collective agreement may, within the period of two (2) months prior to the termination of the agreement, by notice in writing, require the other party to commence collective bargaining. The Union and the Employer shall, without delay, but in any case within twenty (20) clear days after the notice was given or such further time as the parties may agree, meet and commence to bargain collectively with one another and shall make every effort to conclude and sign a collective agreement.

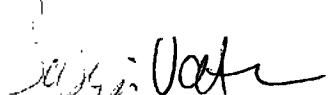
40:02

Either party desiring to propose changes to this Agreement shall, within ninety (90) days of the termination date, give notice to the other party of the changes proposed.

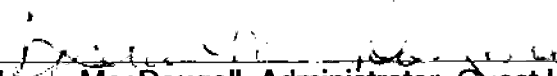
In witness whereof the parties hereto have executed this agreement by the hands of their duly authorized officers.

Dated at Sydney, Nova Scotia this 11 day of July A.D., 2020.

Signed on behalf of New Dawn Guest Home Limited



Sabrina Vatcher, Vice President, Operations



Linda MacDougall, Administrator, Guest Home and Home Living

**Signed on behalf of the Canadian Union of Public Employees,
Local 3077**



Jennie MacDonal, President

APPENDIX "A"
SCALE OF WAGES

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
			Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Residential Care Worker	\$15.92	\$33,114	\$15.9200	\$33,114	\$15.9200	\$33,114	\$16.0792	\$33,445	\$16.3204	\$33,946
Housekeeping	\$15.54	\$32,323	\$15.5400	\$32,323	\$15.5400	\$32,323	\$15.6954	\$32,646	\$15.9308	\$33,136
Cook	\$19.65	\$40,872	\$19.6500	\$40,872	\$19.6500	\$40,872	\$19.8465	\$41,281	\$20.1442	\$41,900
Activity Director	\$18.60	\$38,688	\$18.6000	\$38,688	\$18.6000	\$38,688	\$18.7860	\$39,075	\$19.0678	\$39,661
Maintenance	\$20.19	\$41,995	\$20.1900	\$41,995	\$20.1900	\$41,995	\$20.3919	\$42,415	\$20.6978	\$43,051

Classification	% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
	Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Residential Care Worker	\$16.4020	\$34,116	\$16.6480	\$34,628	\$16.7312	\$34,801	\$16.9822	\$35,323	\$17.0671	\$35,500
Housekeeping	\$16.0105	\$33,302	\$16.2507	\$33,801	\$16.3320	\$33,970	\$16.5770	\$34,480	\$16.6599	\$34,652
Cook	\$20.2449	\$42,109	\$20.5486	\$42,741	\$20.6513	\$42,955	\$20.9611	\$43,599	\$21.0659	\$43,817
Activity Director	\$19.1631	\$39,859	\$19.4505	\$40,457	\$19.5478	\$40,659	\$19.8410	\$41,269	\$19.9402	\$41,476
Maintenance	\$20.8013	\$43,267	\$21.1133	\$43,916	\$21.2189	\$44,135	\$21.5372	\$44,797	\$21.6449	\$45,021

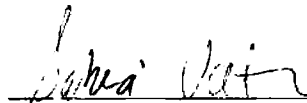
NOTE: All hourly rates are based on 2080 hours

ECONOMIC ADJUSTMENTS:


- i. Increase of 1% to all rates on April 1, 2017
- ii. Increase 1.5% to all rates on April 1, 2018
- iii. Increase 0.5% to all rates on March 31, 2019
- iv. Increase 1.5% to all rates on April 1, 2019
- v. Increase 0.5% to all rates on March 31, 2020
- vi. Increase 1.5% to all rates on April 1, 2020
- vii. Increase 0.5% to all rates on March 31, 2021

Dated at Sydney, Nova Scotia this _____ day of _____, _____ A.D., 2020.

Signed on Behalf of Management



Sabrina Vatcher, Vice President, Operations



Linda MacDougall, Administrator,
Guest Home and Home Living

Signed on Behalf of Union



Gennie MacDonald, President

MEMORANDUM OF AGREEMENT

NEW DAWN GUEST HOME

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3067**


Re: Holiday Easter Sunday

The parties agree that upon receipt of a per diem increase for the operations from the Department of Community Services for the New Dawn Guest Home, the "discussion" of the addition of Easter Sunday as a Statutory Holiday to Article 21:01 of the collective agreement be addressed.

Dated At Sydney, Nova Scotia this 9th day of September A.D., 2014.

NEW DAWN GUEST HOME

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3067



Janet Gillis, Administrator



Pam MacNeil, President



Witness



Witness

jd-cop491

MEMORANDUM OF AGREEMENT

NEW DAWN GUEST HOME

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3067**

Re: Education

The Parties agree that any work related courses that the Employer requires the Employee to complete shall be compensated by the Employer as hours worked to a maximum of eight (8) hours per day until the completion of these courses. Education hours will not accrue overtime benefits.


This agreement will be in effect from the date the contract is signed until March 31, 2015.

DATED AT SYDNEY, NS, THIS 9th DAY OF September A.D., 2014

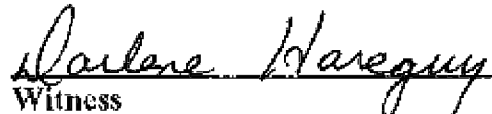
NEW DAWN GUEST HOME


Janet Gillis, Administrator

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3067**


Pam MacNeil, President, Local
3067


Witness


Witness

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MEMORANDUM OF AGREEMENT

NEW DAWN GUEST HOME

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3067**

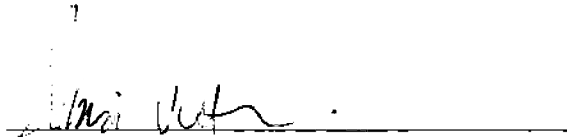
Re: Grandfathered Employees

The parties agree that the following **two (2)** employees: Alisa Syms **and** Maureen Hickey currently work 32 hours per week (64 hours bi-weekly per pay period), their benefits will remain status quo.

Dated at Sydney, Nova Scotia this 9 day of July A.D., 2020.

NEW DAWN GUEST HOME

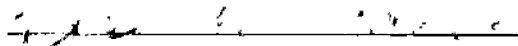
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3067



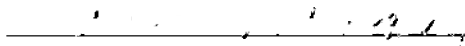
Sabrina Vatcher, Vice President, Operations

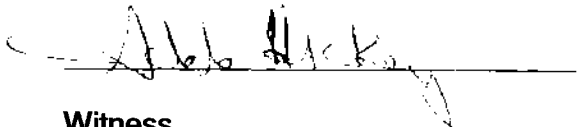


Gennie MacDonald, President

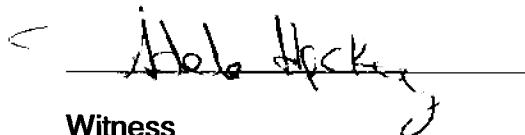


Linda MacDougall, Administrator,
Guest Home and Home Living





Witness



Witness

MEMORANDUM OF AGREEMENT

NEW DAWN GUEST HOME

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3067**

Re: Twelve (12) hour Shifts for CCA's

In an effort to provide both the best coverage for client care needs of the residents of New Dawn Guest Home and the best balance of schedule and time off for CCA Staff, Management and CUPE have agreed to trial the twelve (12) hour schedule for CCA's. The basis of the trial will be to evaluate the ability to meet the needs of both staff and residents through assuring continuity of care, reasonable work schedule and natural flow to the work schedule with manageable work levels.

One (1) aide within a two (2) week period will work four (4) twelve (12) hour shifts one (1) week and four (4) eight (8) hour shifts the next week.

It must be clear as this is a rotating schedule, on occasion and usually during "change over" week, the Aides will be required to work five (5) twelve (12) hour shifts. This however does not exceed the eight-four (84) hours bi-weekly.

It is agreed:

1. To place two (2) twelve (12) hour day shift and two (2) twelve (12) hour night shifts one week (1) and two (2) twelve (12) hour day shifts and one (1) twelve (12) hour night shift in the second (2nd) week, with the willingness of all staff to work this schedule for a three (3) month trial period.
2. The schedule is a twelve (12) week repeating schedule that all staff will work from their point of entry into the schedule. All staff will follow the exact same schedule and therefore equally share all components of the schedule.
3. The scheduled hours worked varies each scheduled two (2) week period. There is a maximum of eighty-four (84) hours worked to a minimum of seventy-two (72) hours worked. Hours in excess of eighty-four (84) hours shall be considered overtime.

4. After a three (3) month trial period, staff will meet with the Employer for discussion on this schedule.
5. For the purposes of this agreement, Article 15 - Vacation, Article 20 - Holidays and Article 24 - Sick Leave, Bereavement and Emergency Days, Article 18, a day shall be considered eight (8) hours.
6. Sick Leave, vacation and holiday credits shall accrue at the same rate and to the same maximum amounts, When an employee accesses sick leave, vacation, holiday credits, Bereavement and Emergency Days from their bank, they will use the equivalent of 1.5 days of leave for a twelve (12) hour shift.
7. With mutual agreement of the Union, Management and Staff, this MOA may be extended indefinitely.
8. Notice of withdrawal of this MOA must be provided sixty (60) days before termination.

Dated At Sydney, Nova Scotia this 9th day of September A.D. 2014.

FOR THE UNION:

Pamela McNeil

Darlene Hareguy

FOR THE EMPLOYER:

J. Geller

Adele Bontiliev

MEMORANDUM OF AGREEMENT

NEW DAWN GUEST HOME

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3067**

Maintenance Position

The Parties agree that the Maintenance Position is now in the Bargaining Unit and the wage scale is included in Appendix "A".

Dated At Sydney, Nova Scotia this 9th day of September A.D., 2014.

FOR THE UNION:

Pamela McNeil

Darlene Hareguy

FOR THE EMPLOYER:

Adel Bontine
J. Kelly

MEMORANDUM OF AGREEMENT

NEW DAWN GUEST HOME

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3067**

DENTAL BENEFITS

The Parties agree that dental benefits will be made available to all Permanent Employees in the Bargaining Unit in accordance with the following:

1. Dental benefits will be made available to Permanent Employees in the Bargaining Unit within a reasonable time after ratification of this document.
2. Subject to the eligibility requirements of the plan selected by the Employer, participation in the plan will be mandatory for all Employees, except where satisfactory proof of coverage under a spousal plan is provided.
3. Upon commencement, premium costs for the plan will be shared on the basis of fifty (50%) per cent Employer and fifty (50%) Employee.

Signed this 9th day of September 2014

FOR THE UNION

Patricia M. Reid

Darlene Hareguy

FOR THE EMPLOYER

John Kelly
Alec Bontikar

cpd-30pe431

MEMORANDUM OF AGREEMENT

NEW DAWN GUEST HOME

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3067**

PROBATIONARY RATE

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

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

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

NOW THEREFORE the Parties agree as follows:

Where the existing classification contains one rate of pay, the existing rate shall become the "Probationary Rate" for that classification on October 31, 2011.

Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.

Employees who have completed the probationary period shall be paid a rate that is 1.7% higher than the Probationary Rate.

Where the existing classification contains more than one step, the existing entry rate shall become the Probationary Rate for that classification.

Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.

The existing steps shall be increased by 1.7%.

Employees who have completed the probationary period shall be placed on the same step of the scale.

This Probationary Rate MOA applies to all classifications with the exception of the following:

LPNs
RCWs (Approx Annual \$26,500)

Those classifications red-circled during the matching exercise that was completed during the last collective agreement.

MEMORANDUM OF AGREEMENT

Sunset Residential and Rehabilitation Services Inc. (Lead Table Employer)

and

Canadian Union of Public Employees Lead Table for Community Services

(RE: JOINT PENSION COMMITTEE)

The Parties agree that a joint committee consisting of an equal number of members from the Union and the Employers shall be established to provide a forum to discuss the inclusion of a Defined Benefit Pension Plan for bargaining unit members.

The first meeting shall take place within sixty (60) days of the signing of this Collective Agreement or such later date as may be mutually agreed.

The Committee shall meet a minimum of four (4) times per year per calendar year unless the committee agrees otherwise.

The Committee shall operate in accordance with the Term of Reference set out herein and shall develop its own procedure and processes.

The Committee is an advisory one and as such does not have the power or authority to bind either the Union or the Employer(s) to any decisions or conclusions reached in its discussion.

(Note: This MOA is to be included in all CUPE collective agreements in the NS Department of Community Services sector listed in Schedule 1 to the Lead Table Final Settlement Document.)

July 9, 2020

VIA EMAIL: kmacleod@cupe.ca

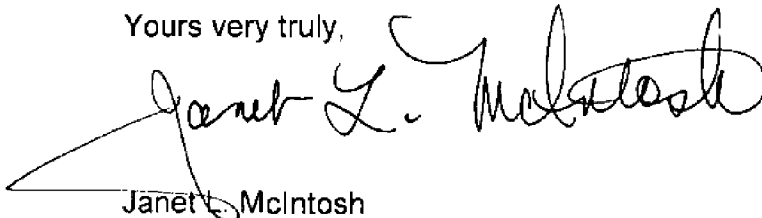
Kathy MacLeod
National Representative
CUPE – Sydney Area Office
500 George Place, Lower Level
Sydney, Nova Scotia B1P 1K6

Dear Ms. MacLeod:

Re: New Dawn Guest Home and CUPE Local 3067 – Extension of collective agreement

This letter is to confirm the agreement of the parties to an extension of the collective agreement between New Dawn Guest Home and CUPE Local 3067. For greater certainty, this letter confirms that the terms of that extension are that the parties agree to implement the provincial package terms arrived at Sunset Residential and Rehabilitation Services Incorporated, lead table for CUPE Department of Community Service (DCS) tables. Those terms are included in the language of this contract in bold. The parties agree that no other terms of the collective agreement have been changed during this round of bargaining.

Yours very truly,



Janet L. McIntosh
Legal Counsel
Labour Relations & Compensation Analysis
Health Association Nova Scotia
2 Dartmouth Road
Bedford NS B4A 2K7

E-mail: Janet.McIntosh@healthassociation.ns.ca

cc: Employer
CUPE Local 3067

