



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**MY CAPE BRETON HOME FOR SENIORS  
Sydney, Nova Scotia**

**-and-**

**Local 5137  
of the  
CANADIAN UNION OF PUBLIC EMPLOYEES**

**Term of the Agreement:**

*April 1, 2018*

*to*

*March 31, 2021*



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## ARTICLE 1 - PREAMBLE

### 1.01 Preamble

Whereas it is the desire of both parties to this Agreement:

- (a) To maintain the existing harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

**NOW THEREFORE**, the parties agree as follows:

## ARTICLE 2 - DEFINITIONS

### 2.01 "Gender"

Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa, as the context may require.

### 2.02 "Employee"

means a full-time employee or regular part-time employee in the bargaining unit who have successfully completed the probationary period and shall exclude Casual Workers.

### 2.03 "Full-Time Employee"

means an employee who has successfully completed the probationary period and who works the regular hours of work set out in Article 11.

**2.04 "Regular Part-Time Employee"**

means an employee who has successfully completed the probationary period and who works less than the regular hours of work set out in **Article 11**. Benefits under this agreement for Part-Time employee shall be pro-rated on the basis of Regular Hours Paid to Full-Time hours.

**2.05 "Probationary Period"**

means the first five hundred and sixty (560) Hours Worked. When an Employee proves unsuitable for the position, the employee's employment may be terminated at any time during the probationary period without the test of just cause.

**2.06 "Casual Worker"**

is a worker who is excluded from the Bargaining Unit and who works on a on a day-to-day basis as required. The terms and benefits of this Collective Agreement do not apply to Casual Workers.

**2.07 "Temporary Vacancy "**

is a vacant position for a designated period in excess of two (2) months. The Employer may require an Employee to fill at least two (2) month of the temporary vacancy before such an Employee is eligible to apply for another temporary vacancy.

**2.08 "Hours Worked"**

means hours actually worked by the employee and excludes vacations, holidays, sick leaves, other leaves, overtime hours and hours paid by a third party (WCB, EI, etc...).

**2.09 "Regular Hours Paid "**

includes hours paid by the Employer including paid vacations, paid holidays paid sick leaves, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours, premiums and hours paid by a third party (WCB, EI, etc...).

**2.10 "Day" or "Holiday"**

includes only for those shifts which commence on the calender date of the Day or Holiday.

**2.11 “Business Day”**

means Monday to Friday excluding Holidays.

**2.12 “Union”**

means the Canadian Union of Public Employees.

**2.13 “Bargaining Unit”**

means Local 5137 of the Canadian Union of Public Employees.

**2.14 “Employer”**

means My Cape Breton Home for Seniors.

**2.15 “Mutually Agreed” or “Mutual Agreement”**

means a Temporary Agreement between an Employee and the Employer.

**2.16 “Mutually Agreed between the Parties”**

means a Written Agreement between the Employer and the Union.

**2.17 “Spouse”**

means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex spouse for the purposes of this Agreement.

**2.18 “Regular Hourly Rate”**

means the annual salary rate divided by two thousand and eighty (2080).

**2.19 “Date of Hire”**

means the date on which an employee becomes a member of the Bargaining Unit and shall include service with the Employer prior to certification or recognition of the Union.

**2.20 “Date of Employment”**

means the date on which a worker is continuously employed by the Employer.

## **2.21 "Service"**

means the years and fraction of years represented by any periods of continuous employment with the facility, any periods of disability, any periods of parenting or pregnancy leaves, any period of absence without pay for educational reasons, provided the employee resumes employment immediately following the end of such leave, but excluding periods of suspension from employment or other unpaid leaves.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.01 Recognition of CUPE**

The Employer recognizes the Canadian Union of Public Employees and its Local 5137 as the collective bargaining agent for all full-time and regular part-time employees of My Cape Breton Home for Seniors save and except the Director of Care, the Director of Activity, all office and clerical employees, and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act.

### **3.02 No Agreements Required**

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

### **3.03 Right to Representative of CUPE**

The Union reserves the right to have a representative of the Canadian Union of Public Employees assist them in negotiations, grievance and all other dealing with the Employer. The representative shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such representative shall first obtain permission from the Employer before entering the institution.

### **3.04 List of Officers and Representatives**

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

### **3.05 Designated Bulletin Boards**

The Employer shall provide a designated bulletin board for the use of the Union for Union purposes. Bulletins and notices shall be submitted for the approval of Management before posting, which approval shall not be unreasonably withheld.

## **ARTICLE 4 - NO STRIKE OR LOCKOUT**

### **4.01 No Strike, Work Stoppage, or Slowdown**

The Union agrees that there shall be no strike, work stoppage, or slowdown during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **5.01 Rights of the Employer**

The Union recognizes that it is the right of the Employer to manage the facility in which it is engaged and without limiting the generality of the foregoing, the Employer shall have the right to:

- (a) Maintain order, discipline and efficiency;
- (b) To operate and manage its business and direct the work force in accordance with its responsibilities;
- (c) To determine the work to be performed and establish standards, methods, procedures and schedules of operations,
- (d) To determine the requirements, select, hire, transfer, promote, demote, classify, lay-off, suspend and discharge an employee.
- (e) To increase or decrease the work force;
- (f) To maintain work place rules and regulations to be observed by employees;
- (g) All matters concerning the operation of the Employer's business not specifically dealt with in this Collective Agreement shall be reserved to be the Management's sole responsibility;

## ARTICLE 6 - UNION SECURITY

### 6.01 New Employees

All new employees shall become members of the Union after the completion of the probationary period as defined in **Article 2.05**.

### 6.02 Acquaint New Employees

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 **Articles 6** and **Article 7** dealing with the Union Security and Dues Checkoff.

### 6.03 Copy of Agreement

New employees shall be presented with a copy of the Collective Agreement, on commencement of the employment. The employer agrees to pay 50% of costs, in the printing of copies of the collective agreement to a maximum of \$100.00.

### 6.04 Orientation Period

Newly hired employees shall be subject to an orientation period.

## ARTICLE 7 - CHECK-OFF OF UNION DUES

### 7.01 Deduction of Dues

Employees shall have dues deducted bi-weekly from their salary in the amount determined by the Union.

### 7.02 Submission of Dues

Dues deductions shall be forwarded to the National Office of the Secretary - Treasurer of the Union, CUPE National, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7, no later than the 15th day of the month following, accompanied by a list of the names of the employees from whose earnings the deductions were made.

### 7.03 Annual Statement

On the Income Tax (T4) slips, the Employer shall indicate the amount of union dues paid by each employee in the previous year.

**7.04 Employer Indemnity**

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

**7.05 Limitation of Deduction**

Union dues shall be deducted once the employee has completed the probationary period.

**ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**8.01 Right of the Employer to Discipline**

The Union recognizes the Employer's right to discipline, suspend or discharge an employee where necessary.

**8.02 Dismissal of Probationary Employee**

Workers who have not completed their probationary period are excluded from the bargaining unit and may be terminated at any time during the probationary period without recourse to any union representation or grievance processes.

**8.03 Right to Union Representation**

An employee has the right to have a Union Steward present at any discussion with the Employer which is of a disciplinary nature. The Employer shall notify the employee in advance that disciplinary action is being considered in order that the employee can notify a Steward.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01 Grievance Defined**

A grievance shall be a difference of interpretation of this Agreement or an alleged violation of the provisions of this Agreement.

## **9.02 Grievance Procedure**

The procedure for processing any grievance shall be as follows:

### **Step 1**

When an Employee has a grievance, the Employee shall, within five (5) business days of the occurrence of the incident giving rise to the grievance, discuss the grievance with the Supervisor, who shall provide the Employee with an answer within five (5) business days.

### **Step 2**

Failing a response, or if the response received in Step 1 is not satisfactory, the Union shall refer the grievance to the Administrator within five (5) business days of receipt of the reply in Step 1. The referral to the Administrator shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought and an indication of the provisions of this Agreement on which the grievance is based, and shall be signed by the Employee and / or the Union Site Representative. The Administrator shall give a decision in writing within five (5) business days of the meeting.

### **Step 3**

Failing a response, or if the response received in Step 2 is not satisfactory to the Union, the Union shall within five (5) business days of receipt of the response notify the Administrator in writing of the Union's intention to submit the grievance to arbitration.

## **9.03 Union Policy Grievance**

A policy grievance filed by the Union may by-pass Step 1 and may be submitted in writing to the Administrator within five (5) business days of the circumstances giving rise to the grievance.

## **9.04 Grievance by the Employer**

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

**9.05 Right to Union Representation**

An Employee has a right to have a Union Representative present at any time a grievance or disciplinary matter relating to the Employee is discussed with the Employee.

**9.06 Time Limits Arbitrary**

If a complaint is not submitted to arbitration or advanced from one step to another within the time limit specified in this Article, or is not extended in a manner mutually agreed between the Parties, the grievance shall be deemed abandoned and all rights of recourse to the grievance procedure shall expire.

**9.07 No Arbitration except through Procedure**

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

**9.08 Duties of Union Stewards**

The Employer agrees that the Stewards shall not be unduly hindered in the performance of their duties. The Union agrees that each Steward is employed by the Employer and will not leave their work station during working hours without first obtaining the permission of the supervisor.

**ARTICLE 10 - ARBITRATION**

**10.01 Board Arbitration unless Agreement for Single Arbitrator**

In the event that a grievance is submitted to arbitration, the case shall be heard by a three (3) person Board of Arbitration unless it is mutually agreed by the Employer and the Union that the case should be heard by a single arbitrator.

**10.02 Selection of the Arbitration Board**

The Arbitration Board shall be selected as follows:

- (a) within ten (10) days of the receipt of the notice of arbitration, the Employer and the Union shall each appoint a member of the Arbitration Board and shall advise the other party of the appointee.

- (b) the two appointees shall, within five (5) business days of the appointment of the second of them, agree upon a Chairman.
- (c) If the Employer or the Union failed to appoint a nominee, or if the two nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour upon the request of either Party.

#### **10.03 Selection of a Single Arbitrator**

If the Employer and the Union agree that the grievance is to be heard by a single Arbitrator, the Arbitrator shall be selected within five (5) business days of the receipt of the notice of arbitration. In the event of failure to agree, the Minister of Labour of the Province of Nova Scotia may, upon the application of either Party, appoint an Arbitrator.

#### **10.04 Rendering Arbitration Decision**

The Board of Arbitration or single Arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the Parties, the decision shall, in the normal course, be handed down within a maximum of fourteen (14) days from the hearing date.

#### **10.05 Powers of Arbitrator or Board of Arbitration**

- a) A Board of Arbitration or an Arbitrator shall not alter, modify, amend or delete any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an Employee.
- b) A Board of Arbitration or an Arbitrator shall not have any power to award any aggravated or punitive damages or any damages for psychological stress or harm.

#### **10.06 Arbitration Fees**

Each Party shall pay the fees and expenses of the Arbitrator it appoints and one-half (½) the fees and expenses of the Chairman or single Arbitrator.

### **ARTICLE 11 - HOURS OF WORK**

#### **11.01 Regular Hours of Work for Full-Time Employees**

The regular hours of work for Full-Time employees shall consist of a combination of defined shifts that averages eighty (80) hours bi-weekly.

### **11.02 Rest Breaks**

Each consecutive four (4) hours worked, shall include one (1) scheduled fifteen (15) minute rest break.

### **11.03 Meal Breaks**

An employee who works at least six (6) hours in a day, shall also be entitled to a one half (½) hour paid meal break.

### **11.04 Work Week**

The work week shall be from Sunday to the following Saturday.

### **11.05 Consecutive Work Days**

No employees shall normally be required to work more than six (6) consecutive days between days off.

### **11.06 Scheduling Hours of Work**

- (a) The Hours of work shall be posted two (2) weeks in advance of the schedule to be worked.
- (b) The schedule will cover a period of not less than two (2) weeks nor more than four (4) weeks with the exception of the schedule covering summer season which shall normally be posted by May 31 and with the exception of the schedule covering the Christmas season which shall normally be posted by November 1.
- (c) At least two weeks before the schedule is due to be posted, a Employee may request in writing specific days off and the request shall be granted where operationally possible.
- (d) It shall be permissible for two Employees to exchange their shifts or days off with the written consent of the Employer.
- (e) The Employer shall not be penalized or be required to incur additional costs or risk overtime liabilities by the arrangements set out in **Articles 11.06 (c) and (d)** above.

#### **11.07 Off Hours between Shifts**

There shall be a minimum of eight (8) hours between regularly scheduled shifts unless mutually agreed upon otherwise.

#### **11.08 Changes to Daylight Savings Time**

When Standard Time changes to Daylight Saving Time or vice-versa, Employees will be paid for the hours actually worked and such time shall not constitute overtime.

#### **11.09 Shift Premium**

Effective date of ratification of this agreement, all employees shall receive a shift premium of \$1.90 for all regular hours worked between 1900 hours and 0700 hours, subject to an increase of fifteen (15) cents (\$0.15) effective April 1, 2020, and a further increase of twenty (20) cents (\$0.20) effective March 31, 2021.

#### **11.10 Weekend Premium**

Effective date of ratification of this agreement, all employees shall receive a weekend premium of \$1.90 for all regular hours for all regular hours worked between midnight Friday and midnight Sunday, subject to an increase of fifteen (15) cents (\$0.15) effective April 1, 2020, and a further increase of twenty (20) cents (\$0.20) effective March 31, 2021.

### **ARTICLE 12 - OVERTIME AND CALL-OUT**

#### **12.01 Overtime Defined**

- (a) Where the Employer requires an employee to work in excess of the Regular Hours of Work set out in **Article 11.01**, the employee is entitled to be compensated for the overtime worked at the rate of (1.5X) time and one half of the regular hourly rate.
- (b) Notwithstanding paragraph (a), overtime shall not be claimed or paid for less than fifteen (15) minutes at the end of a shift, but if overtime exceeds fifteen (15) minutes, the overtime rates shall apply for the total overtime worked.
- (c) Except in extenuating circumstances all overtime must be authorized by the Employer.

- (d) Notwithstanding anything in this section, an employee can voluntarily agree be available work additional shifts up to eighty-four (84) hours in a pay period on a straight time basis.

#### **12.02 Payment of Overtime**

Overtime shall normally be paid within one pay periods of its occurrence.

#### **12.03 Call Back Guarantee**

- (a) When an Employee is required to report back to work on the same day after leaving the premises of the Employer following completion of a shift, but before the commencement of the Employee's next shift, the Employee shall be paid a minimum of four (4) hours at straight time rates for the extra time worked.
- (b) **Article 12.01 (a)** shall not apply to any Employee who agrees to work additional shifts unless the time work in a two (2) week period is in excess of eighty-four (84) hours in a pay period.

### **ARTICLE 13 - HOLIDAYS**

#### **13.01 Holidays for Full-Time Employees**

The Employer recognizes the following as holidays:

New Year's Day	Christmas Day
Good Friday	Labour Day
July 1st	Remembrance Day
Boxing Day	Thanksgiving Day
Victoria Day	August Civic Holiday
Heritage Day	

#### **13.02 Holiday Pay**

- (a) Paid holiday leave credits shall be earned by an employee on the basis of regular hours paid. An employee shall accumulate entitlement on the basis of one (1) hour of holiday credit for each 23.636 regular hours paid to a maximum accrual of eighty eight 88 hours of holiday credits in a fiscal year period.
- (b) Employees required to work on any of the foregoing recognized holidays, may request to be scheduled a banked holiday on an alternate day mutually agreed between the Employee and the Employer.

### **13.03 Hours Worked during Holidays**

- (a) Employees required to work on the foregoing recognized holidays shall be paid at the rate of time and one-half (1.5 x).
- (b) Employees required to work on any of the foregoing recognized holidays, shall be scheduled the holiday with pay provided in Article 13.02 on an alternate day mutually agreed.
- (c) Employees required to work overtime in excess of their regularly scheduled shift on a holiday shall receive overtime compensation at the rate of double times (2X) their normal hourly rate of pay.

### **13.04 Christmas and New Years Day**

Where operationally possible, an Employee shall have either Christmas or New Year's Day off unless otherwise mutually agreed.

### **13.05 Accumulation of Holidays**

Employees shall be allowed to accumulate a maximum of six (6) holidays for use at a later time, such time to be scheduled by mutual agreement between the Employer and the employee.

### **13.06 Payment of Holidays for Part-Time Employees**

Employees shall have accrued holiday credits paid out by March 15th each year.

### **13.07 Sick Leave on Holidays**

An employee cannot be sick on a holiday and save said holiday to take at a later time.

## **ARTICLE 14 - VACATIONS**

### **14.01 Vacation Accrual**

Employees shall receive vacation with pay in accordance with their accrued vacation credits based on years of service. Vacation credits shall accumulate to the Employee and vacation time shall be granted on the following basis:

- (a) **Effective the date of employment:**
  - i) **vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each twenty-five (25) regular hours paid to a maximum of eighty (80) hours. (4%);**
  - ii) **with sufficient vacation pay credits, the Employee shall be entitled to schedule two (2) weeks of uninterrupted vacation time off. These weeks shall not necessarily be consecutive weeks.**
  
- (b) **After five (5) years of service:**
  - i) **vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 16.666 regular hours paid to a maximum of one hundred twenty (120) hours. (6%);**
  - ii) **with sufficient vacation pay credits, the Employee shall be entitled to schedule three (3) weeks of uninterrupted vacation time off. These weeks shall not necessarily be consecutive weeks.**
  
- (c) **After twenty (20) years of service:**
  - i) **vacation pay credits shall accumulate at the rate of one (1) hour of vacation credit for each 12.5 regular hours paid to a maximum of one hundred sixty (160) hours. (8%);**
  - ii) **with sufficient vacation pay credits, the Employee shall be entitled to schedule four (4) weeks of uninterrupted vacation time off. These weeks shall not necessarily be consecutive weeks.**

#### **14.02 Vacation Scheduling**

- (a) **The vacation year will be from April 1 to March 31 the following year.**
- (b) **Paid vacation time off shall be scheduled by the Employer at a time mutually agreed.**
- (c) **Vacations shall not normally be granted in the period December 20<sup>th</sup> through January 5<sup>th</sup> .**
- (d) **No vacation of longer than two (2) weeks shall be taken between June 15 and September 15, unless there is vacation time remaining in that period and operational requirements can be met and staff is available.**

- (e) For the period from June 15<sup>th</sup> to September 15<sup>th</sup> , employees shall make requests for vacation time off in writing by April 30<sup>th</sup> and the employer shall respond by May 31<sup>st</sup> indicating whether or not the employee's request is authorized. If the request is not authorized, the employee may request to be wait listed in case of future change(s) or cancellation(s) which would enable the granting of the request.
- (f) The summer vacations schedule shall be posted by May 31st of each year.
- (g) Requests for vacation time off for the period from September 16<sup>th</sup> to June 14<sup>th</sup> and requests made after April 30<sup>th</sup> for the summer period (June 15<sup>th</sup> to September 15<sup>th</sup> ) shall be subject to Employer approval.
- (h) The Employer will confirm in writing any and all approvals of vacation requests as soon as practical. Posting vacation days on the posted schedule shall constitute such approval.
- (i) Vacations will be distributed as equitably as possible among Employees. Where a conflict arises between the requested vacation period of two or more Employees, the conflict will be resolved on the basis of seniority.

#### **14.03 Vacation Carry Over**

Vacation should be taken in the year in which it becomes owing to the Employee and shall not be carried over from one year to another unless permitted by the Employer due to extenuating circumstances, i.e. such as serious illness, approved leave of absence.

### **ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE**

#### **15.01 Pregnancy / Parental / Adoption Leave**

Pregnancy, Parental and Adoption Leave shall be in accordance with the Pregnancy Leave and Parental Leave section (Section 59) of the Labour Standards Act of Nova Scotia (Chapter 246 of the Revised Statutes 1989).

#### **15.02 No Termination**

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

### **15.03 Pregnancy/Parental Leave Deferral**

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

### **15.04 Return to Work**

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

### **15.05 Service and Seniority Continuation**

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

### **15.06 Group Benefit Plan Continuation**

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

### **15.07 Day of Birth or Adoption**

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

## ARTICLE 16 - SICK LEAVE

### 16.01 Sick Leave Defined

- (a) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workman's Compensation Act.
- (b) Sick leave pay or credits are an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave, shall be granted sick leave entitlements when unable to perform the duties of the position because of illness or injury.
- (c) An employee shall not be entitled to sick pay for the first two (2) consecutive absent days of sick time.
- (d) An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.
- (e) Notwithstanding paragraph (c) above, provided the Employee has sufficient accrued sick credits, an employees shall be allowed to use two days (16 hours) per fiscal year of sick leave credits in order to engage in personal preventative medical care or tend to a child or other person for whom the Employee is responsible.

### 16.02 Annual Paid Sick Leave

The Employer agrees that each Employee is entitled to accrue one (1) hour sick leave credit for each twenty-one point seven five (21.75) Regular Hours Paid.

### 16.03 Maximum Accumulation of Sick Leave

The maximum accumulation shall be one hundred and ninety two (192) hours of sick leave credits.

### 16.04 Medical Certificates

- (a) The Employer reserves the right to require satisfactory medical certification and/or a prognosis of an employee's condition as it relates to the employee's ability to provide regular attendance.

- (b) The Employer reserves the right to require satisfactory medical certification and/or a prognosis of an employee's condition as it relates to the employee's ability to resume duties at work.

**16.05 Sick Leave Records**

A record of all unused sick leave credits will be kept by the Employer. Upon reasonable advance notice to the Employer, an employee shall be advised of the amount of sick leave credits accrued.

**16.06 Report of Injury on Duty**

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

**16.07 Regular Attendance at Work**

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

**16.08 Notices for Sick Time**

The employee shall inform the Employer as soon as possible of an inability to report for work because of sick leave. An employee who has been off for longer than two (2) weeks shall make an effort to give the Employer reasonable notice of an intention to return to work. An employee who has been off for longer than eight (8) weeks shall give the Employer at least four (4) weeks notice of an intention to return to work.

**ARTICLE 17 - BEREAVEMENT LEAVE**

**17.01 Immediate Family Defined**

For the purpose of ascertaining bereavement leave without loss of pay, the members of an Employee's immediate family shall not include any persons other than spouse, parent, brother, sister, or child.

**17.02 Death in Immediate Family**

If a death occurs in the immediate family of an Employee, the Employee shall be granted five (5) consecutive days bereavement leave without loss of pay commencing on the calendar day following the day of the death of the family member.

### **17.03 Death in Extended Family**

For death of a grandparent or grandchild, the employee shall be entitled to bereavement leave for one (1) day of leave without loss of pay on the date of the funeral.

## **ARTICLE 18 - LEAVE OF ABSENCE**

### **18.01 Application for Leaves of Absences**

Employees shall apply in writing for all leaves of absence and the Employer shall respond in writing to the employee.

### **18.02 Leave of Absence for Union Business**

- (a) Upon the request of the Union and subject to reasonable advance written notice being given, up to two (2) employees may receive leave of absence without pay to attend to legitimate local union business, subject however to the requirements of the Employer. Such request shall not be unreasonably withheld.
- (b) If requested in writing, the Employer will continue to pay the Employee's wages and benefits and bill the costs of this to the Union for reimbursement.

### **18.03 Personal Leave of Absence Without Pay**

The employer may grant a leave of absence without pay and without loss of seniority to a maximum of one year (1) to any employee requesting such a leave for good and sufficient cause.

## **ARTICLE 19 - SENIORITY**

### **19.01 Seniority Defined**

Seniority for employees shall be the date of hire into a bargaining unit position with the Employer. Seniority shall operate on a bargaining unit basis.

### **19.02 Seniority Roster**

A seniority roster of all employees covered by this Agreement showing name, classification and seniority shall be revised and posted in January of each year. A thirty (30) day protest period shall be allowed following such posting. Upon presentation or

proof of error by an employee, or the Union, or the Employer, the seniority roster shall be corrected. Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

#### **19.03 Loss Of Seniority**

- (a) An Employee shall lose both seniority and employment in the event that:
  - i) The Employee voluntarily leaves the service of the Employer; or
  - ii) The Employee is discharged and is not reinstated through the grievance and/or arbitration procedure; or
  - iii) The Employee is laid off for a period of eighteen (18) months if the affected employee notifies the Employer of his desire to return every six (6) months; or
  - iv) having been laid off, the Employee fails to return to work within fourteen (14) days of being recalled.
  - v) The Employee retires

#### **19.04 Transfer of Position outside of the Bargaining Unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an employee is transferred to a position outside of the bargaining unit, the Employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.
- (b) When an employee is temporarily transferred to a position outside of the bargaining unit, the employee shall continue to earn benefits of the Agreement and pay Union dues.

## ARTICLE 20 - PROMOTIONS AND STAFF CHANGES

### 20.01 Posting Vacancies

- (a) A notice shall be posted where the Employer determines that:
  - i) A regular vacancy exists; or
  - ii) A new position is created; or
  - iii) A temporary vacancy exists as a result of a leave of absence of ninety (90) days or more;
- (b) Where a vacancy is to be filled, notices shall be posted for a period of seven (7) calendar days.

### 20.02 Notice of Posting

The notice of posting shall indicate the status and classification for the position together with the qualifications required.

### 20.03 Outside Applications

This posting shall not prohibit Administration's right to advertise for persons outside the bargaining unit provided that first consideration shall be given to Employees within the bargaining unit who apply for such vacancies.

### 20.04 Vacancies and Promotions

- (a) In the selection of applicants for vacant positions, primary consideration shall be given to skills, ability and qualifications to perform the required duties. If skills, ability and qualifications are reasonably equal, seniority shall be a deciding factor.
- (b) The Employer shall have a right to fill a vacant position on an interim basis until the position is filled in accordance with **Article 20.01**.

### 20.05 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) working days. The placement shall be conditional on satisfactory performance. In the event the successful applicant proves unsatisfactory or unwilling during this period, or if the new employee is unable to perform the duties of the new job, the employee shall be returned to the former position and wage rate without loss of seniority. Any other

employee promoted or transferred because of this arrangement shall also be returned to their former position.

#### **20.06 Staff Development**

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

#### **20.07 Reverting to Former Position**

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

### **ARTICLE 21 - NEW CLASSIFICATIONS**

#### **21.01 New Classification**

Should a new classification be created within the bargaining unit as set out in Appendix "A", during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein prevents the Employer from filling such position and once the rate is determined the retroactivity shall be paid to the Employee from the initial date of the appointment.

### **ARTICLE 22 - SAFETY, HEALTH AND WELFARE**

#### **22.01 Promotion of Health & Safety and Prevention of Accidents**

The Employer shall make reasonable provisions for the safety and health of Employees during their hours of work. The Employer and the Union shall co-operate fully towards the prevention of accidents and the reasonable promotion of safety and health.

#### **22.02 Workers' Compensation**

- (a) An employee excluding a casual worker is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee excluding a casual worker 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 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.

- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in NSHEPP, Group Health Plans. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) 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) employee shall not accrue any other benefits while on Workers' Compensation.

## **ARTICLE 23 - GROUP BENEFITS**

### **23.01 Pension Plan**

Within three (3) months of ratification of the Collective Agreement the Employer agrees to make application to the Nova Scotia Association of Health Organizations to enroll its employees into the NSHEPP Defined Benefit Pension Plan. Upon enrollment in the Pension Plan, the terms of the Plan respecting eligibility and levels of contribution shall apply.

**23.02 Group Health and Benefits Plans**

- (a) The Employer shall offer a Group Medical Plan and Dental. 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.
- (b) The premium costs for the plans will be shared on the basis of 50% Employer and 50% Employee.
- (c) While an employee is on extended leave over thirty (30) days, if eligible, the Employer shall permit the Employee to continue participation in the Group Benefit Plans. In such case, the Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining coverage for which the Employee is eligible during the period of leave. Any arrears will result in the immediate cancellation of the employee's participation in the Group Benefit Plan.

**ARTICLE 24 - RETROACTIVE PAY**

**24.01 Retroactivity of Pay**

Retroactivity of pay shall only apply to employees for the salary adjustments on the dates set out in Appendix "A", annexed hereto. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer notice within 30 days of the date of signing of this agreement.

**24.02 No Retroactivity of Other Provisions**

All other provisions of this Collective Agreement shall only become effective on the date of signing of this Collective Agreement.

**ARTICLE 25 - UNION MANAGEMENT COMMITTEE**

**25.01 Union Management Committee**

The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of two (2) representatives of the Local Union and two (2) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

## **25.02 Frequency of Meetings**

The committee shall meet no less than two (2) times per year. Either party may request additional meetings on two (2) weeks notice in which case the Parties shall schedule a meeting at a mutually agreeable time.

## **25.03 Jurisdiction of Committee**

- (a) Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.
- (b) The Union Management Consultation Committee shall meet to discuss matters of concern between the Parties which may include the following:
  - i) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
  - ii) improving and extending services to the client and the public;
  - iii) promoting safety and sanitary practices;
  - iv) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
  - v) correcting conditions causing grievances and misunderstandings.
- (c) Minutes are to be drafted by the person appointed to act as secretary to the committee.

## **ARTICLE 26 - DURATION AND TERMINATION OF AGREEMENT**

### **26.01 Agreement Shall be Binding**

This Agreement shall be in effect for the period commencing April 1, 2018 and ending March 31, 2021 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

**26.02 Changes by Mutual Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement providing they are reduced to writing and signed by the Parties.

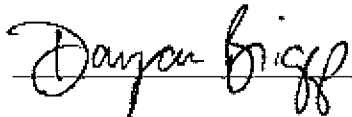
**26.03 Notices in Accordance with the Agreement**

All correspondence between the parties, and notices to be effective must be in writing and served in the following manner:

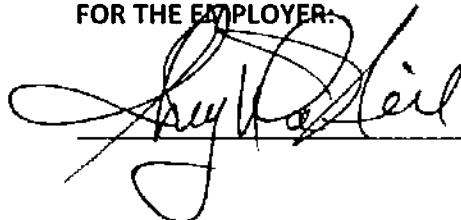
- a) If given by the Employer, it must be served either by personal or registered mail upon the President or the Secretary of the Union .
- b) If given by the Union, it must be served either by personal service or registered mail upon the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE UNION:**

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

**FOR THE EMPLOYER:**

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

**Appendix "A" - (Hourly Rate determined by 2080)**

**Dietary Worker / Environmental Services**

		Expired	1-Apr-17	1-Apr-18	31-Mar-19	1-Apr-19	31-Mar-20	1-Apr-20	31-Mar-21
<b>PROBATIONARY</b>	<i>Annual</i>	31,847	32,165	32,648	32,811	33,303	33,470	33,972	34,142
	<i>Hourly</i>	\$15.31	\$15.46	\$15.70	\$15.77	\$16.01	\$16.09	\$16.33	\$16.41
<b>REGULAR</b>	<i>Annual</i>	32,381	32,705	33,195	33,361	33,862	34,031	34,542	34,714
	<i>Hourly</i>	\$15.57	\$15.72	\$15.96	\$16.04	\$16.28	\$16.36	\$16.61	\$16.69

**Tradesperson (Maintenance)**

		Expired	1-Apr-17	1-Apr-18	31-Mar-19	1-Apr-19	31-Mar-20	1-Apr-20	31-Mar-21
<b>PROBATIONARY</b>	<i>Annual</i>	40,198	40,600	41,209	41,415	42,036	42,246	42,880	43,095
	<i>Hourly</i>	\$19.33	\$19.52	\$19.81	\$19.91	\$20.21	\$20.31	\$20.62	\$20.72
<b>REGULAR</b>	<i>Annual</i>	40,881	41,290	41,909	42,119	42,750	42,964	43,609	43,827
	<i>Hourly</i>	\$19.65	\$19.85	\$20.15	\$20.25	\$20.55	\$20.66	\$20.97	\$21.07

**Journeyman Cook**

		Expired	1-Apr-17	1-Apr-18	31-Mar-19	1-Apr-19	31-Mar-20	1-Apr-20	31-Mar-21
<b>PROBATIONARY</b>	<i>Annual</i>	43,929	44,368	45,034	45,259	45,938	46,168	46,860	47,094
	<i>Hourly</i>	\$21.12	\$21.33	\$21.65	\$21.76	\$22.09	\$22.20	\$22.59	\$22.64
<b>REGULAR</b>	<i>Annual</i>	44,676	45,123	45,800	46,029	46,719	46,953	47,657	47,895
	<i>Hourly</i>	\$21.48	\$21.69	\$22.02	\$22.13	\$22.46	\$22.57	\$22.91	\$23.03

**Residential Care Assistant without certificate**

		Expired	1-Apr-17	1-Apr-18	31-Mar-19	1-Apr-19	31-Mar-20	1-Apr-20	31-Mar-21
<b>START</b>	<i>Annual</i>	33,414	33,748	34,254	34,426	34,942	35,117	35,643	35,822
	<i>Hourly</i>	\$16.06	\$16.23	\$16.47	\$16.55	\$16.89	\$16.88	\$17.14	\$17.22
<b>YEAR 1</b>	<i>Annual</i>	34,099	34,440	34,957	35,131	35,658	35,837	36,374	36,556
	<i>Hourly</i>	\$16.39	\$16.56	\$16.81	\$16.89	\$17.14	\$17.23	\$17.49	\$17.58
<b>YEAR 2</b>	<i>Annual</i>	34,760	35,108	35,634	35,812	36,350	36,531	37,079	37,265
	<i>Hourly</i>	\$16.71	\$16.88	\$17.13	\$17.22	\$17.48	\$17.56	\$17.83	\$17.92
<b>YEAR 3</b>	<i>Annual</i>	35,420	35,774	36,311	36,492	37,040	37,225	37,783	37,972
	<i>Hourly</i>	\$17.03	\$17.20	\$17.46	\$17.54	\$17.81	\$17.91	\$18.17	\$18.26
<b>YEAR 4</b>	<i>Annual</i>	36,082	36,443	36,989	37,174	37,732	37,921	38,489	38,682
	<i>Hourly</i>	\$17.35	\$17.52	\$17.78	\$17.87	\$18.14	\$18.23	\$18.50	\$18.60

**Residential Care Assistant with certificate**

		Expired	1-Apr-17	1-Apr-18	31-Mar-19	1-Apr-19	31-Mar-20	1-Apr-20	31-Mar-21
<b>START</b>	<i>Annual</i>	34,074	34,415	34,931	35,106	35,632	35,810	36,348	36,529
	<i>Hourly</i>	\$16.38	\$16.55	\$16.79	\$16.88	\$17.13	\$17.22	\$17.47	\$17.56
<b>YEAR 1</b>	<i>Annual</i>	34,760	35,108	35,634	35,812	36,350	36,531	37,079	37,265
	<i>Hourly</i>	\$16.71	\$16.88	\$17.13	\$17.22	\$17.48	\$17.56	\$17.83	\$17.92
<b>YEAR 2</b>	<i>Annual</i>	35,445	35,799	36,336	36,518	37,066	37,251	37,810	37,999
	<i>Hourly</i>	\$17.04	\$17.21	\$17.47	\$17.56	\$17.82	\$17.91	\$18.18	\$18.27
<b>YEAR 3</b>	<i>Annual</i>	36,106	36,467	37,014	37,199	37,757	37,946	38,515	38,708
	<i>Hourly</i>	\$17.36	\$17.53	\$17.80	\$17.88	\$18.15	\$18.24	\$18.52	\$18.61
<b>YEAR 4</b>	<i>Annual</i>	36,792	37,160	37,717	37,906	38,474	38,667	39,247	39,443
	<i>Hourly</i>	\$17.69	\$17.87	\$18.13	\$18.22	\$18.50	\$18.59	\$18.87	\$18.96

**MEMORANDUM OF AGREEMENT  
COMMON TERMS OF SETTLEMENT**

The following issues have previously been agreed to as part of the lead table process and will be applicable to all CUPE collective agreements in the nursing home sector.

**ITEM 1: REQUIRED EDUCATION**

- 1) The Employer shall provide and fund any Employer required training/education for an employee.
- 2) 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.
- 3) If the Employer permits, an employee may bank the hours earned in paragraph 2. Any banked hours shall be taken at a mutually agreed time.
- 4) 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.

**ITEM 2: GUIDELINES FOR WCB SUPPLEMENT FROM SICK LEAVE**

A joint provincial committee created in according to the expired Collective Agreement developed guidelines for a common application of the top-up while in receipt of WCB benefits under the existing Collective Agreement language. The following are the committee 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.

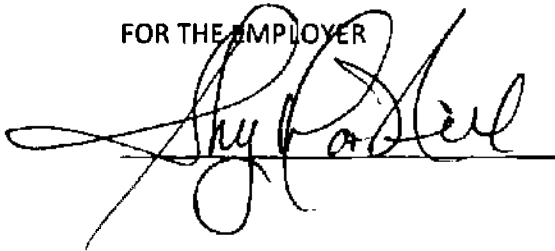
**Waiting period**

- 4) In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlement for the first two days associated with the WCB claim. The two initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
- 5) In the event that an Employee is in receipt of TERB from WCB for a period in excess of five weeks, the Employee will be paid by WCB for the initial two unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the 2 sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that 2 day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the 2 days, the Employer will adjust the payment entitlements in accordance with the Collective Agreement.
- 6) If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two day waiting period.
- 7) Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in his/her 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 his or her sick leave bank and the total hours or dollars of sick time used to provide top up during his or her absence on WCB.

**IN WITNESS WHEREOF** the Parties hereto have executed this Memorandum of

Agreement on the \_\_\_ of \_\_\_\_\_, 2020.

FOR THE EMPLOYER



FOR THE UNION

