

## **COLLECTIVE AGREEMENT**

BETWEEN:

**THE SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3270**

**EFFECTIVE: April 1, 2024 to March 31, 2027**

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THIS AGREEMENT is made this 14 day of April, 2025.

BETWEEN:

**THE SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**  
hereinafter called the "Employer"  
**PARTY OF THE FIRST PART**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**  
hereinafter called the "Union"  
**PARTY OF THE SECOND PART**

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

**1.01** It is the purpose of both Parties to this Agreement:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment;
- 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service, etc.;
- 3) To encourage efficiency in operations;
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

**1.02** It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **ARTICLE 2 – RECOGNITION AND NEGOTIATION**

### **2.01 BARGAINING UNIT**

The Employer recognizes the Canadian Union of Public Employees and its Local 3270 as the sole and exclusive collective bargaining agent for all of its employees as certified by the Nova Scotia Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **2.02 WORK OF THE BARGAINING UNIT**

Persons whose jobs are in the bargaining unit will not be replaced by volunteers or grant workers except in cases of emergency, or cases agreed to by the shop steward. Emergencies will not include budgetary matters.

### **2.03 NO OTHER AGREEMENTS**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.

### **2.04 RIGHT OF FAIR REPRESENTATION**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

## **ARTICLE 3 – HUMAN RIGHTS**

### **3.01 EMPLOYER SHALL NOT DISCRIMINATE**

The Employer shall abide by all applicable Human Rights legislation.

### **3.02 DUTY TO ACCOMMODATE**

In circumstances where a member of the Bargaining Unit may be unable to perform the regular duties of his/her position due to a mental or physical disability or other protected grounds, the Employer and Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated to the point of undue hardship. The affected employee shall participate and cooperate fully in this process.

## **ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT**

### **4.01 ALL EMPLOYEES TO BE MEMBERS**

Within one week of the signing of this Agreement, all employees of the Employer in the bargaining unit covered by this agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees in the bargaining unit covered by this agreement shall **pay dues beginning on the first day worked.**

Casual employees are defined as those who have no regularly scheduled hours of work, and are called in only when no bargaining unit member is available. Casual employees are not members of the bargaining unit. **Part-Time** employees shall be considered as part-time employees, and are members of the bargaining unit.

**4.02** The Employer will provide to the Union a list of all the employees in the Bargaining Unit. The list will include each person's name, job title, home mailing address, home telephone number (and other available personal telephone numbers such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will be provided on an annual basis and include the employee's work site and employment status (such as full-time, part-time, temporary, casual) and if the employee is on a leave of absence, the nature of the leave.

#### **ARTICLE 5 – CHECK-OFF OF UNION DUES**

**5.01** The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

#### **5.02 DEDUCTIONS**

Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Local not later than the 15<sup>th</sup> day of the month following such deduction. Such remittance shall be accompanied by a list of names, classifications and hours worked by the employees from whose wages the deductions have been made.

#### **5.03 DUES RECEIPTS**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

#### **ARTICLE 6 – BOARD OF DIRECTORS**

#### **6.01 THE BOARD OF DIRECTORS**

The Union may from time to time make presentations to the Board of Directors on any matters the Union considers relevant to the operation of the House at a time agreeable to the Parties.

#### **ARTICLE 7 – NEW EMPLOYEES**

**7.01** The Employer agrees that a member of the Union's executive shall have the right to meet with new employees for thirty (30) minutes during the orientation process to inform the new employee of their benefits and responsibilities in being a member of the Union.

#### **ARTICLE 8 – CORRESPONDENCE**

**8.01** All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director of the Transition

House and the Secretary of Local 3270.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Secretary of Local 3270.

## **ARTICLE 9 – JOB CLASSIFICATION AND RECLASSIFICATION**

### **9.01 JOB DESCRIPTIONS**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.

### **9.02 NO ELIMINATION OF PRESENT CLASSIFICATION**

Existing classifications shall not be eliminated without prior agreement with the Union.

### **9.03 CHANGES IN CLASSIFICATIONS**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job substantially change. When the duties of any job are substantially changed or increased, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and 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 10 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **10.01 REPRESENTATIVES**

The Employer shall not bargain with or enter into any agreement with any employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers and Committee members. Likewise, the Employer shall supply the Union with a list of

its supervisory personnel, Board members and Committee members. The Employer bears no responsibility for verification of credentials.

#### **10.02 UNION BARGAINING COMMITTEE**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union and the CUPE National Representative. The Union will advise the Employer of the Union members of the Committee.

#### **10.03 FUNCTION OF BARGAINING COMMITTEE**

Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

#### **10.04 MEETING OF COMMITTEE**

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

#### **10.05 TECHNICAL INFORMATION**

Within ten (10) days of a request by the Union, the Employer shall make available to the Union the following information: job descriptions, posting in the bargaining unit, job classifications, wage rates, the methodology of job evaluations, policy manuals and directives, and studies and surveys relevant to negotiations.

#### **10.06 COPIES OF RESOLUTIONS**

Copies of motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to be forwarded to the Union.

#### **10.07 TIME OFF FOR MEETING**

Any representative of the Union on the bargaining committee, who is in the employ of the Employer, shall have the right to attend meetings with the Employer, held within working hours without loss of remuneration, provided there is no additional cost to the Employer during the time of negotiations.

## **10.08 LABOUR MANAGEMENT COMMITTEE**

- (a) The Employer and the Union shall establish a Labour-Management Committee made up of not more than two (2) Employees appointed by the Union, and two (2) representatives appointed by the Employer. Either Party may invite guests to the meeting.
- (b) By providing a forum for discussion, the Committee shall foster good communication and effective working relationships between the parties. The Committee shall not have the authority to make decisions which would supersede the normal functioning of the grievance or collective bargaining processes between the Parties.
- (c) The Committee shall determine its own procedure by mutual agreement of the Parties.
- (d) Meetings shall be called as necessary at the request of either Party. Members of the committee shall receive notice of the meeting and an agenda for the meeting at least five (5) working days in advance of the meeting.
- (e) Employees shall not suffer any loss of pay or benefits for time spent at meetings of the Committee. The Employer shall make every reasonable attempt to provide a replacement for Employee representatives during committee meetings.
- (f) Minutes of each meeting of the Committee shall be prepared within ten (10) days following the meeting and copies of the draft minutes shall be promptly delivered to all members of the Committee.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

**11.01** The Union will appoint, and the Employer will recognize, one Shop Steward and an alternate, for when the Shop Steward is not available, who are employees of the Employer, who shall be known as the Grievance Committee, to deal with complaints and grievances. The Union shall notify the Employer of the appointees to the Committee.

### **11.02 PERMISSION TO LEAVE WORK**

The Employer agrees that the **Stewards** shall not be hindered, coerced, restrained or interfered with in any way in the performance of **their** duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that the **Stewards** are employed full-time by the Employer and that **they** will not leave **their** work during working hours without obtaining the permission of **their** supervisor.

### **11.03 DEFINITION OF GRIEVANCE**

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

### **11.04 SETTLING OF GRIEVANCE**

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 and the redress sought to her Steward. At each step of the grievance procedure, the grievor shall have the right to be present.
- STEP 2 If the Steward considers the grievance to be justified, she will submit the grievance in writing to the Executive Director and Personnel Committee. The Personnel Committee shall render a decision as expediently as possible, within fourteen (14) days of receipt of the grievance.
- STEP 3 Failing satisfactory settlement being rendered in Step 2, the Union may refer the dispute to the Transition House Board. The Board shall render its decision within thirty (30) days of receipt of the grievance.
- STEP 4 Failing satisfactory settlement being reached in Step 3, the Union or the Transition House Board may refer the dispute to arbitration.

### **11.05 POLICY GRIEVANCE**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall commence at Step 2, by providing to the Personnel Committee and the Executive Director simultaneously a written statement of the grievance and the redress sought.

### **11.06 DEVIATION FROM GRIEVANCE PROCEDURE**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee, without the consent of the Union.

### **11.07 REPLIES IN WRITING**

Replies to grievances stating reasons shall be in writing at all stages.

## **11.08 MUTUALLY AGREED CHANGES**

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

## **ARTICLE 12 - ARBITRATION**

### **12.01 COMPOSITION OF BOARD OF ARBITRATION**

When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other Party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within twenty (20) days thereafter, the other Party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial Chairperson.

### **12.02 FAILURE TO APPOINT**

If the Party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within twenty (20) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either Party.

### **12.03 BOARD PROCEDURE**

- (a) In resolving disputes, an Arbitration Board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the Parties and shall apply principles consistent with the Labour Relations Act.
- (b) The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- (c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error in procedure if it results in denial of natural justice. An arbitration may relieve against those defects, irregularities or errors in procedure on just and reasonable terms.

### **12.04 DECISION OF THE ARBITRATION BOARD**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all Parties, and may not be changed.

The Board of Arbitration shall not have the power to change this agreement or alter, modify, or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

#### **12.05 DISAGREEMENT ON DECISION**

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

#### **12.06 EXPENSES OF THE BOARD**

Each Party shall pay:

- 1) The fees and expenses of the Arbitrator it appoints.
- 2) One-half of the fees and expenses of the Chairperson.

**12.07** The Parties may, by mutual agreement, select a single Arbitrator to resolve any dispute.

### **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINES**

**13.01** An employee who has completed the probationary period may be disciplined or dismissed for just cause. In the event the Employer initiates a disciplinary action against an employee who has completed the probationary period and which may result in the suspension or discharge of an employee, such employee shall be notified in writing of the action and/or penalty. The Union **President and National Representative of the Union** will be notified in writing by the Employer that a disciplinary action has been initiated against the employee. The nature of such action, and the reason(s) for it, will not be disclosed in this notification.

**13.02** No entry of a detrimental nature which may be used in subsequent disciplinary action will be maintained on an employee's file without her prior knowledge. The employee's reply to such entry shall become part of this record. The record of an employee shall not be used against her at any time after twelve (12) months [or eighteen (18) months in the case of a part-time employee] following the entry of a detrimental nature, or twenty-four (24) months following a suspension.

#### **13.03 RIGHT TO HAVE STEWARD PRESENT**

An employee shall have a local Union Shop Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

The Steward or Local Union officer shall have the right to consult with a CUPE Staff Representative and to have her present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

#### **13.04 ACCESS TO PERSONAL FILE**

An employee shall have the right at any reasonable time to have access to and review her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### **13.05 TIME AND ATTENDANCE RECORDS**

Time, attendance records, travel, leave accrual and usage and documents relating to pay shall be maintained. Each employee shall have access to her own records upon request.

### **ARTICLE 14 - SENIORITY**

#### **14.01 SENIORITY DEFINED**

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. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis. When an employee moves from one work site to another, her bargaining-unit-wide seniority ranking remains intact.

#### **14.02 SENIORITY LIST**

The Employer shall maintain a seniority list showing the current classification and date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year.

#### **14.03 PROBATION FOR NEWLY HIRED EMPLOYEES**

A newly hired employee, except in the case of Outreach Worker, shall be on probation only for the first five hundred (500) hours worked. Probationary period for Outreach Worker shall be the first one thousand (1000) hours worked. After completion of the probationary period, seniority shall be effective from the first day worked.

During the probationary period the employee shall be entitled to all the rights and benefits of this Agreement, except the right to grieve a dismissal, and the right to

participate in the **Retirement** and Group Health Plan.

#### **14.04 LOSS OF SENIORITY**

An employee shall not lose seniority if she is absent from work because of sickness, accident, lay-off, or leave approved by the Employer.

An employee shall only lose her seniority in the event:

- 1) She is discharged for just cause and is not reinstated.
- 2) She resigns in writing and does not withdraw within **five (5) working days**.
- 3) She fails to return to work within seven (7) days following layoff and after being notified by registered mail to do so unless through sickness or other just cause.
- 4) She is laid off for a period longer than eighteen (18) months.

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

#### **15.01 JOB POSTING**

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation or **leave of absence** of an incumbent, either inside or outside the bargaining unit, the Employer shall notify the Union, **within one week of receiving written notice from the employee**, in writing and post notice of the position in the offices, for a minimum of one week, so that all members will know about the vacancy or new position.

Vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date, with notification to the Union, **when written notice from the employee has been received by the Employer**.

Vacancies arising from medical or parental leave shall be posted **thirty (30) days prior to the employee's final scheduled day of work, when written notice from the employee has been received by the Employer**.

Vacancies arising from resignation shall be posted **fifteen (15) days prior to the employee's final scheduled day of work, when written notice from the employee has been received by the Employer**.

The Employer will provide a copy of each job posting to the Union.

#### **15.02 INFORMATION IN POSTING**

Such notice shall contain the following information:

Nature of positions, qualifications, required knowledge and education, skills, shift, hours of work, and wage, salary rate or range.

**15.03 ROLE OF SENIORITY IN PROMOTIONS, TRANSFERS AND STAFF CHANGES**

Both Parties recognize:

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

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority at the work site where the vacancy exists, provided that the required qualifications in accordance with Article 15.02 are met. Should there be no such applicant at the work site where the vacancy exists, then appointment shall be made of the site applicant with greatest seniority at the alternate work site provided that the required qualifications in accordance with Article 15.02 are met. Applicants to the position of Executive Director shall be assessed on the basis of seniority, qualifications and ability, all of which shall be given equal consideration.

**15.04 TRIAL PERIOD (FOR PROMOTIONS)**

The successful applicant shall be given a trial period of five hundred (500) hours [except in the case of the Outreach Worker, when the trial period shall be one thousand (1000) hours] worked during which time she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course.

Conditional on satisfactory service as defined by management, the employee shall be declared permanent after the period of five hundred (500) hours [or one thousand (1000) hours in the case of the Outreach Worker position] worked.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

**15.05 Conferences, inservices and workshops shall be paid for by the Employer to all attending employees if requested to do so by the Board or Director. Such attendance shall be compensated for at the regular rate of pay or an equal period of time off with pay at a mutually agreed upon time. Upon mutual agreement between Employer and employee, hours may be banked and paid during a mutually agreed upon pay period.**

## **15.06 GRANT EMPLOYEES**

A grant employee is one who is primarily funded by a source other than the Employer for a specific purpose of program and shall be entitled to benefits mutually agreed to between the Employer, Local and funding source prior to securing funds and hiring. Grant employees are not entitled to the terms of this Collective Agreement except as otherwise specified herein or in the Agreement reached between the Employer, Local and funding source. The utilization of grant employees shall be limited to work of a short-term nature, and unless otherwise agreed to by the parties, work of a non-recurring nature.

## **ARTICLE 16 – LAYOFFS AND RECALLS**

### **16.01 ROLE OF SENIORITY IN LAYOFFS**

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of the bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority at the employee's own work site, providing the employee exercising the right is qualified, as per the job description, to perform the work of the employee with less seniority.

### **16.02 RECALL PROCEDURE**

An employee shall be recalled to her own work site, in the order of her seniority. An employee shall be recalled to the alternate work site, in the order of her seniority, should a vacancy occur there during the period of lay-off. No new employee shall be hired while any employee is on lay-off.

### **16.03 NO NEW EMPLOYEES**

New employees shall not be hired until those laid off within the last eighteen (18) months have been given an opportunity of recall.

### **16.04 ADVANCE NOTICE OF LAYOFF**

Unless legislation is more favorable to the employees, the Employer shall notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. As of the date of the signing of this collective agreement, legislation requires the Employer to provide eight (8) weeks' notice to any employee employed for more than ten (10) years. If the employee has not had the opportunity to work the days as provided in this article, she shall be paid for the days for which work was not made available.

### **16.05 GRIEVANCE ON LAYOFFS AND RECALLS**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

## **ARTICLE 17 – HOURS OF WORK**

**17.01** Normal hours of work for Full-Time Transition House Workers shall be four (4) consecutive twelve (12) hour shifts with twelve hours off between each shift followed by four (4) consecutive twenty-four (24) hour days off.

Normal hours of work for Children's Service Worker and Outreach Worker shall be eight hours per day, Monday to Friday, for a total of forty (40) hours per week. Notwithstanding the foregoing, and upon mutual agreement, an employee may agree to work as little as 36 hours per week and/or shifts which do not exceed 9 hours per day. Should an employee mutually agree to work hours less than 40 hours per week, but not less than 36 hours per week, the employee shall continue to receive all other benefits of the collective agreement as if they were a full-time employee working 40 hours per week.

The hours of work for **Part-Time** Worker shall be a maximum of forty-eight (48) hours per week, a week being defined as Sunday to Saturday. Whenever a **Part-Time** Worker has worked those maximum number of hours in four (4) consecutive days, she shall have forty-eight (48) consecutive hours off before the start of her next scheduled shift.

**17.02** The minimum shift for **Part-Time** employees shall be four (4) hours.

## **ARTICLE 18 – OVERTIME DEFINED**

**18.01** Overtime shall be defined as all those hours worked in excess of Article 17.01, with the exception of staff meetings, which shall be paid at straight time rates. For **Part-Time** Worker, overtime shall apply after forty-eight (48) hours worked in a week, or after more than twelve (12) consecutive hours worked.

**18.02** All overtime to be compensated at the rate of 1.5 times the normal rates of pay or equal time off equivalent to overtime rates. Time off to be scheduled at such times as is mutually agreeable between the employee and the Executive Director.

**18.03** Employees shall not be required to layoff during regular hours to equalize any overtime worked. If time off is taken in lieu of overtime pay, it shall be at equal time for the hours worked in accordance with the overtime rates.

### **18.04 CALL BACK PAY GUARANTEE**

Any employee who is called in to work outside her regular working hours shall be paid a minimum of three (3) hours at overtime rates, or for time worked at overtime rates, whichever is greater.

**18.05 TIME OFF IN LIEU OF OVERTIME**

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a mutually agreed time.

**ARTICLE 19 – PAID HOLIDAYS**

**19.01 PAID HOLIDAYS**

The Union and the Employer recognize the following as paid holidays:

New Year's Day	Day for Truth and Reconciliation
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Natal Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

In addition to the above holidays, any additional holidays declared by the Federal or Provincial Governments.

Employees scheduled to work on a holiday shall receive time and one-half for all hours worked, plus another day off at a mutually agreed time.

**19.02 COMPENSATION FOR PAID HOLIDAYS FALLING ON SCHEDULED DAY OFF (Transition House Worker Only)**

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon between the employee and Executive Director.

**19.03 COMPENSATION FOR HOLIDAYS FALLING ON SATURDAY (Children's Services and Out-Reach Worker Only)**

When any of the above-noted holidays fall on a Saturday, and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

**19.04 COMPENSATION FOR HOLIDAYS FALLING ON SUNDAY (Children's Services and Out-Reach Worker Only)**

When any of the above-noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to Monday) shall be deemed to be the holiday for the purpose of this Agreement.

**19.05** 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 employee and Employer, or by mutual agreement, a day's pay in lieu thereof.

**19.06** Employees shall be allowed to accrue holidays and take them at a time agreed upon by the Employer and the employee, to a maximum of one hundred and forty-four (144) hours.

In the event that any additional holidays are declared in accordance with Article 19.01, the accumulation limit of 144 hours noted above shall automatically be increased by 12 hours for each additional holiday declared.

## **ARTICLE 20 – LENGTH OF VACATION**

### **20.01 (a) LENGTH OF VACATION**

Less than one year	- Pro-rated portion of 110 hours
From one (1) to four (4) years	- 120 hours (three weeks)
From five (5) years to twelve (12) years	- 160 hours (four weeks)
From twelve (12) to <b>twenty (20)</b> years	- 200 hours (five weeks)
After <b>twenty (20)</b> years	- 240 hours (six weeks)

*(Note: Vacation accrual rate will change effective date of signing)*

- (b) Employees shall advance to the next applicable vacation accrual step on the anniversary of their date of hire.
- (c) Employees shall use vacation credits in the year that they are earned other than any carryover amounts indicated in Article 20.09.
- (d) Employees shall have vacation credits which will be earned in the upcoming calendar year made available as of January 1<sup>st</sup> each year. In the event that an employee's employment terminates, and they have used more vacation credits than they have earned at the time of termination, the Employer shall have the right to recover the unearned vacation credits from the employee's final pay.

### **20.02 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE**

If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay at a time designated by the employee.

**20.03 VACATION PAY**

Vacation pay for each week of vacation shall be at the rate of two percent (2%) of gross earnings, or current annual rate, whichever is greater.

**20.04 VACATION PAY ON TERMINATION OR RETIREMENT**

An employee terminating employment or retiring at any time in the vacation year, prior to using her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination or retirement.

**20.05 PREFERENCE IN VACATION**

When vacations are requested, they shall be granted on the basis of seniority.

Written vacation requests for vacation time off must be submitted by February 15<sup>th</sup> for vacations during the calendar year including March Break of the following year.

The Employer shall confirm approved vacation in writing by March 15<sup>th</sup>.

Once above vacation requests have been approved, subsequent requests for vacation shall be approved, subject to operational requirements, on a first-come, first-served basis unless requests by two (2) or more employees are made on the same day for the same vacation day(s) in which case seniority shall be used to resolve the conflict.

Employees shall have no right to use seniority to disrupt vacation requests which have already been approved in accordance with the process outlined in this Article.

**20.06 UNBROKEN VACATION PERIOD**

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

**20.07 APPROVED LEAVE OF ABSENCE DURING VACATION**

Where an employee qualifies for sick leave, bereavement, or any other approved leave during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option.

**20.08 OVERTIME VACATION RATE**

No employee shall be required to work during her scheduled vacation period. However, should an employee agree to work when requested during her

scheduled vacation, she shall be paid at 1.5 times the regular rate of pay plus one vacation lieu day off for each day in which work was performed.

#### **20.09 BANKING VACATION CREDITS**

Vacation Credits are to support employee's well-being and should be used in the employment year that they are earned.

Notwithstanding, for vacation credits earned after January 1, 2021, employees shall be entitled to carry over one week's worth of vacation credits into the following year. In exceptional circumstances only, where an employee has been prevented from taking vacation during that employment year by injury, serious illness or other circumstances beyond the employee's control, or for reasons mutually agreed upon by the Employer and employee, employees shall be entitled to carry over additional vacation credits in excess of one week.

Any vacation credits not carried over in accordance with this Article which have not been used by December 31, shall lapse.

### **ARTICLE 21 – SICK LEAVE PROVISIONS**

#### **21.01 SICK LEAVE DEFINED**

Sick leave means the period of time an employee is absent from work with full pay by virtue of:

1. being sick or disabled, or exposed to a contagious disease.
2. for appointments with a physician, mental health practitioner, chiropractor or dentist, where such appointments unavoidably occur during working hours.
3. because of an accident or disabling stress which reduces working abilities and for which compensation is not payable under the Workers' Compensation Act. **The Executive Director may request the employee to provide a medical certificate from a qualified health professional if the absence continues for more than five (5) consecutive working days; or the employee has had a least two (2) non-consecutive absences of five (5) or fewer working days due to sickness or injury in the prior 12 months.** The cost of such certificate or other medical assessment requested shall be borne by the Employer with receipt.

One day under this Article shall mean the regularly scheduled hours worked in the position.

#### **21.02 AMOUNT OF PAID SICK LEAVE**

Sick leave shall be earned at the rate of twelve (12) hours for every month an

employee is employed, pro-rated for employees working less than thirty-six (36) hours per week. For **Part-Time** workers sick leave shall be earned at the rate of one hour for every twelve hours worked.

### **21.03 ACCUMULATION OF SICK LEAVE**

The unused portion of an employee's sick leave shall accrue to a maximum of 144 hours.

### **21.04 ILLNESS IN THE FAMILY**

Where no immediate family member other than the employee can provide for the needs during illness of an immediate member of her family, an employee shall be entitled, after notifying her supervisor, to use a maximum of **seven (7)** accumulated sick leave days per year to care for the member of the family who is ill at home or hospitalized. Immediate family is defined as the employee's spouse/partner, parent or child. **An employee may request to use additional accumulated sick leave days should an exceptional situation arise where this may be required.**

### **21.05 DEDUCTION FROM SICK LEAVE**

A deduction shall be made from accumulated sick leave for all normal working days or hours (exclusive of holidays) absent for sick leave.

**21.06** Sick leave records shall be kept by each employee on her benefit sheet and discussed with the Executive Director at the end of the year (March 31).

### **21.07 EXTENSION OF SICK LEAVE**

An employee with more than one (1) year of service who has exhausted her current accumulated sick leave credits shall be allowed an extension of her sick leave to a maximum of 144 hours.

Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of the monthly accumulation.

Should the employee fail to return to work, any unearned sick days used shall be repaid to the Employer.

**21.08** On occasion, employees may be required to attend medical appointments out of town, after having worked the night shift immediately prior to the day of the appointment or the night following the appointment. The Parties recognize that hardship to the employee can result, through lack of travel time and/or lack of proper rest. Therefore, the employee will be entitled to use sick leave when she is required to attend a medical appointment that is more than 200 kms away from

her workplace, and is scheduled to work the night shift immediately prior to the day of the appointment or the night following the appointment.

- 21.09** (a) The Employer shall maintain a Supplemental Unemployment Benefit Plan. Any accumulated sick leave an employee may have in excess of 144 hours at the time the plan was implemented shall be banked and may only be used as per subsection (d).
- (b) If an employee is on sick leave without pay the employee shall provide the Employer with proof that she has applied for and is in receipt of Employment Insurance Benefits pursuant to the Employment Insurance Act. Upon such proof the employee shall be paid an allowance sufficient to top up her earnings to equal 95% of her gross weekly rate of pay for a maximum of 15 weeks.
- (c) When an employee is required to wait for payment from the Supplemental Unemployment Benefit Plan, the Employer shall advance her 95% of her gross weekly rate until such time as she receives the money from Employment Insurance. The employee shall reimburse the Employer at that time.
- (d) If for any reason the Supplemental Unemployment Benefit Plan is discontinued or is amended in any way which results in the employee receiving fewer benefits, then each employee's accumulated sick time shall revert to the level of her accumulation at the time that the Supplemental Unemployment Benefit Plan was put into effect.

At this same time, the foregoing provisions of Article 21.03 shall be invalidated and the Parties shall revert to Article 21.03 contained in the memorandum attached to this collective agreement. The Parties shall meet at that time for the purpose of renegotiating the maximum accumulation of sick leave credits.

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

### **22.01 LEAVE OF ABSENCE FOR UNION FUNCTIONS**

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

### **22.02 PAY DURING LEAVE OF ABSENCE FOR UNION WORK OR CONVENTION**

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.

### **22.03 PAID BEREAVEMENT LEAVE**

An employee shall be granted leave without loss of pay and benefits in the case of death of:

- (a) parent (**including step-parent**), spouse (including common-law and same sex), fiancé, child (**means all parent-child relationships including step-child, foster child, adopted child, ward**), former legal guardian - up to **eight (8)** working days.
- (b) brother, sister, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, grandchild of common-law spouse, **any other relative that resides with the employee** - up to **four (4)** working days.
- (c) aunt, uncle, niece, nephew **grandparents-in-law, cousin** - up to one (1) working day.

### **22.04 PROTECTION DURING PREGNANCY**

Pregnancy/Parental Leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

### **22.05 LENGTH OF PREGNANCY/PARENTAL LEAVE**

**Employees shall be granted pregnancy leave and parental leave in accordance with the provisions of the Labour Standards Code and Regulations of the Province of Nova Scotia unless increased leave or benefits are provided in the Collective Agreement. Where a doctor's certificate is provided stating that a longer period of Pregnancy/Parental Leave is required for health reasons, an extension up to a maximum of one additional year shall be allowed.**

### **22.06 (a) STATUS DURING PREGNANCY/PARENTAL LEAVE**

Pregnancy/Parental Leave will be without pay and without loss of seniority or benefits. Should a member extend her Pregnancy/Parental Leave period beyond **the provisions referenced in Article 22.05**, she will be responsible at that time to begin to contribute the Employer's share of the Group Health Plan premiums. The Employer will, at that time, pay the Employer's share of the Group Health Plan premiums for the employee replacing the person on leave.

**Prior to commencing parental leave an employee may request to continue coverage of their Health Plan Benefits, with the employee covering the full cost of the coverage.**

**(b) VACATION ACCRUAL DURING PREGNANCY/PARENTAL LEAVE**

In addition to Articles 22.04 to 22.07, covering pregnancy or parental leave, employees who are absent from work due to such leave shall continue to accrue vacation credits at a rate commensurate with their length of employment. Article 20 of the Collective Agreement shall apply to this accrual.

Upon mutual agreement between Employer and employee, an employee may request to be paid out a portion of their vacation entitlement prior to commencing their parental leave.

**22.07 PROCEDURE UPON RETURN FROM PREGNANCY/PARENTAL LEAVE**

When an employee decides to return to work after Pregnancy/Parental Leave, she shall provide the Employer with at least one month's notice. On return from Pregnancy/Parental Leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position of equal rank and value at the same rate of pay.

**22.08 ADOPTION LEAVE**

Where an employee seeks leave due to adoption, the foregoing provisions shall apply.

**22.09 TIME OFF FOR ELECTIONS**

Employees shall be allowed four consecutive hours off with pay before the closing of the polls in any Federal, Provincial or Municipal election or referendum.

**22.10 PAID JURY OR COURT WITNESS DUTY LEAVE**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court 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. Time spent by an employee required to appear before any government body or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of her employment shall be considered as time worked at the appropriate rate of pay.

If an employee is scheduled to work the night shift prior to the required court appearance, she shall not be required to work after midnight, but shall receive her regular pay for the whole shift.

## **22.11 GENERAL LEAVE**

An employee shall be entitled to leave of absence without pay and without loss of seniority when she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

During such approved leave, the employee may choose to maintain coverage in the Group Health Plan, subject to the employee paying both the employee and Employer portions.

## **22.12 UNEARNED VACATION AND SICK LEAVE ON TERMINATION**

When the employment of an employee who has been granted more vacation or sick leave with pay than she has earned is terminated by lay-off, she shall not be required to make cash reimbursement at the time of the lay-off, but if an employee so laid off is reinstated, such vacation time or sick leave shall apply to her employment.

## **22.13 EDUCATION LEAVE AND EXAMINATIONS**

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations, if required by the Employer, to upgrade her employment qualifications.

Whenever an employee attends a conference on behalf of the Employer, she shall be compensated as follows:

- (a) If the conference takes place during the employee's regularly scheduled work hours, the employee shall attend without loss of remuneration.
- (b) If the conference takes place on the employee's scheduled day off, the Employer shall grant equal time off, at a time mutually agreed between the employee and Employer.

## **ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 PAY DAYS**

The Employer shall pay salaries and wages every two weeks on Wednesday prior to 3:00 p.m., except when such day falls on a holiday in which case the payment shall be made on the next business day, in accordance with Schedule "A" attached hereto and forming part of this agreement.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

**23.02 RATE OF PAY ON PROMOTION RECLASSIFICATION, OR TEMPORARY TRANSFER**

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay and benefits for that position for the time she performs that job.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After three months at the higher rate, the employee shall be reclassified at that rate.

**23.03 VACATION PAY**

An employee may, upon giving at least fourteen (14) days' notice, receive on the last office day preceding commencement of her annual vacation, any pay cheques which may fall during the period of vacation.

**23.04 MILEAGE AND MEAL ALLOWANCE**

Travel rates to an employee to use her own automobile shall reflect the current Provincial rate.

When an employee is required to be away from the Employer's premises during mealtimes, the following meal allowances shall be paid when meal is not provided:

Breakfast	\$ 12.00
Lunch	\$ 20.00
Supper	\$ 30.00

No receipts are required.

Should meal costs exceed these amounts, the additional costs shall be considered for payment, upon submission of receipts.

An employee shall also receive an incidental allowance in the amount of **ten dollars (\$10.00)** per day when she is required to be away from home overnight, while traveling on behalf of the Employer. Such allowance will also be paid for the day of departure and day of return.

**23.05 PROFESSIONAL FEES AND LICENSES**

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

## **23.06 LEGAL FEES**

The Employer shall pay all legal and court costs as well as judgement costs, if any, for any action or other proceeding initiated against an employee or statutory officer by virtue of the performance or non-performance of her employment duties unless it is the result from the employee's negligence or willful conduct.

## **ARTICLE 24 – EMPLOYEE BENEFIT PLANS**

### **24.01 WORKERS' COMPENSATION PROTECTION**

All employees shall be covered by the Workers' Compensation Act commencing in 1987. No employee shall have her employment terminated as a result of absence from work with a compensable accident.

### **24.02 RETURN TO WORK**

An employee who is no longer deemed to have a compensable injury shall be placed in her former or equivalent position with the Employer, in accordance with this Agreement.

**24.03** The Employer will provide all benefits available to eligible employees through the T.H.A.N.S. Group Policy with Chamber of Commerce Group Insurance Plan including the Critical Illness Plan.

The Employer and the employee will cost share on a 50/50 basis, the premiums for these benefits. The Employer shall continue to pay its share of premiums during an employee's Pregnancy/Parental Leave up to a maximum of one year.

Should an employee choose to purchase only partial benefits, the Employer shall cost-share on a 50/50 basis, the premiums for those benefits.

The employees shall be informed of any changes to the group policy proposed by T.H.A.N.S. If the T.H.A.N.S. group coverage is discontinued or substantially altered, the Parties shall immediately meet to transfer to a new plan with the existing cost-share of premiums being unchanged.

## **ARTICLE 25 – HEALTH AND SAFETY**

**25.01** The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the psychological conditions of employees, and which will provide protection from factors adverse to employee health and safety.

**25.02** An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

## **ARTICLE 26 – GENERAL CONDITIONS**

### **26.01 BULLETIN BOARDS**

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **26.02 PERSONNEL RECORDS**

The personnel records of an employee or former employee shall not be shared in any manner with any other employer or agency without prior written consent of the employee concerned.

### **26.03 ADVERSE REPORT**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning her work within ten (10) working days of when the Employer became aware of the event. This notice shall include particulars of the work performance which led to such dissatisfaction. The Union **President and National Representative of the Union** will be notified in writing by the Employer that the notice has been sent to the employee. **The nature of such action will be disclosed in this notification.** If this procedure is not followed, such expression of dissatisfaction shall not become part of her record for use against her in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to her work.

Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

### **26.04 LETTER OF REFERENCE**

On Satisfactory termination of employment, the Employer shall provide a letter of reference on request of employee.

## **ARTICLE 27 – PRESENT CONDITIONS AND BENEFITS**

### **27.01 CONTINUATION OF ACQUIRED RIGHTS**

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 lawful rights, privileges and obligations of the parties shall remain in existence.

In such an event, this Agreement shall be reopened for negotiations of such issue. If there is no agreement between the Parties on this issue, the matter shall be resolved by arbitration.

## **ARTICLE 28 - GENERAL**

**28.01** For the purposes of this Agreement and in reference to all employees, only feminine terms will be used.

## **ARTICLE 29 – PROFESSIONAL**

### **29.01 PROFESSIONAL STANDARDS AND INTEGRITY**

No employee shall be disciplined for refusal to carry out a job assignment which is contrary to the respective professional associations Code of Ethics or Standards of Service. Furthermore, no employee shall be disciplined for necessary initiative or actions taken because of her professional judgement in the absence of the availability of authorization from her superior.

### **29.02 PROFESSIONAL DEVELOPMENT**

At the discretion of the Employer, the Employer shall provide professional workers the opportunity to participate in appropriate seminars, workshops or short courses. At the discretion of the Employer, an employee shall be given assistance to undertake appropriate research projects. Upon the agreement of the Employer, this assistance may take the form of free use of the photocopier, provision of supplies, time off, clerical assistance and mailing costs.

## **ARTICLE 30 – MANAGEMENT RIGHTS**

### **30.01 MANAGEMENT RIGHTS**

The Union recognizes that it is the right of the Employer to exercise regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure, as set out in Article 11.

## **ARTICLE 31 – TERM OF AGREEMENT**

### **31.01 CHANGES IN AGREEMENT**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**31.02 NOTICE OF CHANGES**

Either Party desiring to propose changes to this agreement shall, within ninety (90) days of the termination date, give notice in writing to the other Party of the changes proposed. Within thirty (30) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new agreement.

**31.03 DURATION**

This Agreement shall be binding and remain in effect from April 1, 2024 to March 31, 2027.

In each year of this Agreement, the Parties will renegotiate wages if and when the Employer receives notification from government of a funding increase in wages. One hundred percent (100%) of such funding increases shall be applied to the wages without undue delay retroactive to the effective date of the funding adjustment.

**THIS AGREEMENT** and everything contained therein will ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

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

SIGNED this 14<sup>th</sup> day of April, 2025

**SOUTH WEST NOVA TRANSITION HOUSE**

per Joy Kilgus  
per Stalls

[Signature]  
Witness

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 3270**

per B. Rickman  
per \_\_\_\_\_

[Signature]  
Witness

**SCHEDULE "A"**

**Wages and Term**

1. Economic adjustments for all classifications:

**April 1, 2024, classification adjustment (introduction of new scale with maximum annualized rate of \$65,000).**

**April 1, 2024, 3% economic adjustment**

**April 1, 2025, 2% economic adjustment**

**April 1, 2026, 2% economic adjustment**

2. Wage Scale

<b>Full-Time</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Expired Rate March 31, 2024</b>	<b>\$23.31</b>	<b>\$24.21</b>	<b>\$25.27</b>	<b>\$26.31</b>	<b>\$27.37</b>
<b>Classification Adjustment April 1, 2024</b>	<b>\$55208/ annual \$26.54/ hour</b>	<b>\$57508/ annual \$27.65/ hour</b>	<b>\$59904/ annual \$28.80/ hour</b>	<b>\$62400/ annual \$30.00/ hour</b>	<b>\$65000/ annual \$31.25/ hour</b>
<b>Economic Adjustment 3% April 1, 2024</b>	<b>\$56864/ annual \$27.34/ hour</b>	<b>\$59233/ annual \$28.47/ hour</b>	<b>\$61701/ annual \$29.66/ hour</b>	<b>\$64272/ annual \$30.90</b>	<b>\$66950/ annual \$32.19/ hour</b>
<b>April 1, 2025 2%</b>	<b>\$58,001/ annual \$27.89/ hour</b>	<b>\$69,417/ annual \$29.04/ hour</b>	<b>\$64,955/ annual \$30.25/ hour</b>	<b>\$65,559/ annual \$31.52/ hour</b>	<b>\$68,289/ Annual \$32.83/ hour</b>
<b>April 1, 2026 2%</b>	<b>\$59,161/ annual \$28.45/ hour</b>	<b>\$61,626/ annual \$29.62/ hour</b>	<b>\$64,193/ annual \$30.86/ hour</b>	<b>\$66,868/ annual \$32.15/ hour</b>	<b>\$69,654/ annual \$33.49/ hour</b>

<b>Part-Time</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Expired Rate April 1, 2024</b>	<b>\$20.19</b>	<b>\$21.33</b>	<b>\$22.45</b>	<b>\$23.58</b>	<b>\$24.72</b>
<b>Classification Adjustment April 1, 2024</b>	<b>\$48914/ annual  \$23.52/ hour</b>	<b>\$50952/ annual  \$24.50/ hour</b>	<b>\$53075/ annual  \$25.52/ hour</b>	<b>\$55286/ annual  \$26.58/ hour</b>	<b>\$57590/ annual  \$27.69/ hour</b>
<b>Economic Adjustment 3% April 1, 2024</b>	<b>\$24.23/ hour</b>	<b>\$25.23/ hour</b>	<b>\$26.29/ hour</b>	<b>\$27.38/ hour</b>	<b>\$28.52/ hour</b>
<b>April 1, 2025 2%</b>	<b>\$24.71/ hour</b>	<b>\$25.73/ hour</b>	<b>\$26.82/ hour</b>	<b>\$27.93/ hour</b>	<b>\$29.09/ hour</b>
<b>April 1, 2026 2%</b>	<b>\$25.20/ hour</b>	<b>\$26.24/ hour</b>	<b>\$27.36/ hour</b>	<b>\$28.48/ hour</b>	<b>\$29.67/ hour</b>

**3. Wage Scale Progression**

- a) Employees shall progress from one step to the next on a year-to-year basis based on employee's date of hire.
- b) Part-time employees shall be given credit for years of service with the Employer and receive retroactivity in regards to Wage Scale placement and Wage Scale progression as well as for economic increases.

**4. Term: Three (3) years (April 1, 2024 – March 31, 2027)**

**LETTER OF INTENT**

THE PARTIES TO THE FOREGOING HEREBY AGREE AS FOLLOWS:

The Employer does not intend to alter or to discontinue the rights, benefits, privileges, customs, practices and working conditions previously received, enjoyed or possessed by the employees, insofar as they are consistent with this Agreement.

However, should the Employer at some time in the future decide to alter or discontinue any right, benefit, privilege, custom, practice or working condition, it shall provide reasonable notice to the Union, and the two Parties shall consult on the matter.

The Parties recognize that clients, staff and visitors have the right to a smoke-free environment while at Juniper House. Therefore, the Parties will work in co-operation with each other to maintain an acceptable smoking area for those who wish to smoke (subject to Municipal or Provincial legislation).

SIGNED at Yarmouth this 14<sup>th</sup> day of April, 2025.

**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per: Joy Gillespie

per: [Signature]

Witness: [Signature]

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per: \_\_\_\_\_

per: \_\_\_\_\_

Witness: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 1**

**Re: Accumulated Sick Leave**

THE PARTIES HERETO AGREE AS FOLLOWS:

Notwithstanding the maximum sick leave accrual of 144 hours provided for in Article 21.03, previously accrued sick leave prior to the approval of the Supplemental Unemployment Benefit Plan shall be as listed below:

Ruth Doucette                      411.25 hours

The accumulated sick leave as listed above shall only be available to be used by employees at such time as the Supplemental Unemployment Benefit Plan is no longer in place.

At this same time, the foregoing provisions of Article 21.03 shall be invalidated and the Parties shall revert to the previous Article 21.03 as it existed prior to implementation of the Supplemental Unemployment Benefit Plan such that:

**21.03 ACCUMULATION OF PAID SICK LEAVE**

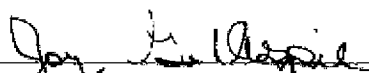
The unused portion of an employee's sick leave shall accrue for her future benefit.

The Parties shall meet at that time for the purpose of renegotiating the maximum accumulation of sick leave credits.

SIGNED at Yarmouth, this 14<sup>th</sup> day of April, 2025.

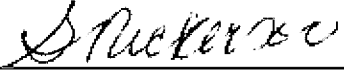
**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per: 

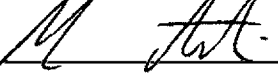
per: 

Witness: 

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per: 

per: \_\_\_\_\_

Witness: 

**LETTER OF UNDERSTANDING # 2**

**Re: Ruth Doucette**

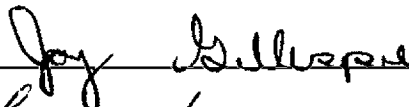
THE PARTIES HERETO AGREE AS FOLLOWS:

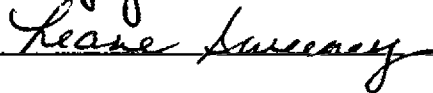
That Ruth Doucette having been previously enrolled in an individual medical plan (prior to the introduction of the T.H.A.N.S. Group Plan) shall be compensated in case by the Employer for fifty percent (50%) of her premiums.

SIGNED at Yarmouth, this 16 day of April, 2025.

**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per: 

per: 

Witness: 

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per: \_\_\_\_\_

per: \_\_\_\_\_

Witness: \_\_\_\_\_

**LETTER OF UNDERSTANDING # 3**

**Re: Article 22.04 Protection During Pregnancy**

**and**

**Article 25 Health and Safety**

THE PARTIES HERETO AGREE AS FOLLOWS:

The Employer will endeavor to ensure that interior building maintenance will occur when a pregnant employee is not on duty. Should interior building maintenance occur when a pregnant employee is on duty, that employee is entitled to a maximum of forty-eight (48) hours off with pay and without loss of seniority or benefits, when the building maintenance is creating dust, fumes, etc.

If the conditions which caused the pregnant employee to be absent with pay persist beyond forty-eight (48) hours, the employee shall be entitled to further time off without pay and without loss of seniority or benefits.

Nothing in this letter or elsewhere in this Collective Agreement precludes a pregnant employee or any employee from exercising her right to refuse unsafe work, as provided for in the N.S. Occupational Health and Safety Act.

SIGNED at Yarmouth, this 14<sup>th</sup> day of April, 2025.

**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per: Jay Sullivan

per: [Signature]

Witness: [Signature]

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per: [Signature]

per: [Signature]

Witness: [Signature]

**LETTER OF UNDERSTANDING # 4**

**Re: Employment Outside of Juniper House**

THE PARTIES HERETO AGREE AS FOLLOWS:

To attempt to ensure that staff are well rested in order to properly carry out their duties at Juniper House:

- no staff member will be normally assigned a shift without eight (8) hours rest immediately preceding or following work in another workplace.
- no staff member will be normally assigned a shift once she has already worked a maximum of sixty-eight (68) hours in one week (a week being defined as Sunday to Saturday) at Juniper House and another workplace.

SIGNED at Yarmouth, this 14<sup>th</sup> day of April, 2025.

**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per: Jay Bellisario

per: Steele

Witness: [Signature]

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per: [Signature]

per: \_\_\_\_\_

Witness: [Signature]

**LETTER OF UNDERSTANDING # 5**

**Re: Retirement Plan**

THE PARTIES HERETO AGREE AS FOLLOWS:

Where the parties participate in a Registered Retirement Savings Plan the Employer will make application to join the Defined Benefit Plus CAAT Pension Plan (CAAT Pension Plan) effective April 1, 2025, or as soon as reasonably possible following the signing of the collective agreement.

Should application be successful, upon joining the CAAT Pension Plan the Employer and Full-Time Employee contributions shall be matching and shall be at the following rates:

1. April 1, 2025, or effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%).
2. April 1, 2026, the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%).
3. March 31, 2027 the Employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).

Should application not be successful, Registered Retirement Savings Plan will be maintained at above listed contribution rates.

Eligibility to participate remains in accordance with the respective Collective Agreement and specific plan eligibility requirements.

SIGNED at Yarmouth, this 14<sup>th</sup> day of April, 2025.

**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per: Jay Gillespie

per: [Signature]

Witness: [Signature]

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per: [Signature]

per: [Signature]

Witness: [Signature]

**LETTER OF UNDERSTANDING # 6**




**Re: Pandemic Planning**

THE PARTIES HERETO AGREE AS FOLLOWS:


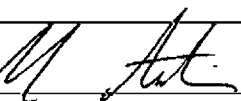
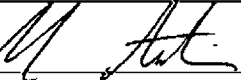
CUPE Local 3270, the staff of Juniper House, recognize that a Pandemic is a special circumstance. Under Pandemic conditions the staff would be willing to forego the Union work schedule, as outlined in the Collective Agreement, in order to allow management the flexibility to maintain coverage of the House.

SIGNED at Yarmouth, this 14<sup>th</sup> day of April, 2025.

**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per:   
per:   
Witness: 

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per:   
per:   
Witness: 

**MEMORANDUM OF AGREEMENT # 1**

**Re: Vacation Legacy Bank**

THE PARTIES HERETO AGREE AS FOLLOWS:

The application of the carry over limitations in Article 20.09 shall take effect for vacation credits earned after January 1, 2021.

Any vacation credits earned before December 31, 2020 shall remain available in a "Legacy Vacation Bank" to be scheduled at a time mutually agreed between the Employer and the employee.

Employees shall have no right to add additional vacation credits to this Legacy Bank, nor shall the Legacy Bank credits lapse.

In the event that an employee's employment terminates prior to the Legacy Bank vacation credits being utilized, they shall be earned credits which must be paid at the time of termination.

The expectation is that employees with Legacy Vacation Credits will make good faith efforts to utilize the credits.

SIGNED at Yarmouth, this 14<sup>th</sup> day of April, 2025.

**SOUTH WEST NOVA TRANSITION HOUSE ASSOCIATION**

per: Joy Silke

per: [Signature]

Witness: [Signature]

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3270**

per: [Signature]

per: [Signature]

Witness: [Signature]