

Collective Agreement

- Between -

HIGHLAND COMMUNITY RESIDENTIAL SERVICES

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2330**

April 1, 2015 – March 31, 2021

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	3
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 – RECOGNITION.....	4
ARTICLE 4 - DEFINITIONS	5
ARTICLE 5 - NO DISCRIMINATION	6
ARTICLE 6 - UNION MEMBERSHIP AND UNION DUES CHECK-OFF	6
ARTICLE 7 - PROBATIONARY PERIOD	7
ARTICLE 8 - UNION BUSINESS	7
ARTICLE 10 - GRIEVANCE PROCEDURE	8
ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE	10
ARTICLE 12 - SENIORITY.....	11
ARTICLE 13 – JOB POSTINGS & PROMOTIONS AND STAFF CHANGES	11
ARTICLE 14 - LAYOFFS AND RECALLS	13
ARTICLE 15 - HOURS OF WORK AND OVERTIME	13
ARTICLE 16 - VACATIONS	16
ARTICLE 17 - HOLIDAYS.....	18
ARTICLE 18 - SICK LEAVE.....	19
ARTICLE 19 - LEAVE OF ABSENCE	20
ARTICLE 20 - WAGES AND ALLOWANCES	23
ARTICLE 21- JOB SECURITY.....	24
ARTICLE 22 - EMPLOYEE BENEFITS.....	24
ARTICLE 23 - PRESENT CONDITIONS AND BENEFITS	26
ARTICLE 24 - JOB CLASSIFICATIONS	26
ARTICLE 25 - UNION COMMUNICATION.....	26
ARTICLE 26 - GENERAL.....	26
ARTICLE 27 - NO STRIKE.....	27
ARTICLE 28 - INDEMNITY CLAUSE	27
ARTICLE 29 - DURATION OF AGREEMENT	28
APPENDIX 'A'	30
Wages & Retroactivity.....	30
APPENDIX 'B'	31
Re: House Manager.....	31
APPENDIX "C"	32
Re: Overnight Outings	32
APPENDIX 'D'	33
Memorandum #1 – Re: Article 19.01 (b)	33
Memorandum #2 – On Call Practice	33
APPENDIX 'E'	35
Re: Temporary Employees	35
APPENDIX 'F'	37
Re: Procedure for Filling Vacant Shifts Within A Program Area	37
LETTER OF UNDERSTANDING	39
Re: Pension Plan.....	39
MEMORANDUM OF UNDERSTANDING	40
Re: Growing Regular Positions.....	40
MEMORANDUM OF UNDERSTANDING	42
Re: New Programs.....	42
MEMORANDUM OF UNDERSTANDING	44
Re: Joint Provincial Pension Committee	44

THIS AGREEMENT MADE THIS 31 DAY OF July 2020, A.D.

BETWEEN:

HIGHLAND COMMUNITY RESIDENTIAL SERVICES,
hereinafter called the "Employer"

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2330,
hereinafter called the "Union"

Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operations.
4. To promote the morale, well-being and security of all Employees in the Bargaining Unit.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the Working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management's rights referred to in this Article, will be exercised in a manner fairly and reasonably and consistent with the terms of this Agreement.

The Union recognizes that it is the exclusive right of the Employer to manage the homes in which it is engaged and without limiting the generality of the foregoing; the Employer will have the right to:

- (a) Maintain order, discipline and efficiency.
- (b) To operate and manage its business and direct the workforce 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, layoff, suspend and discharge or otherwise discipline an employee for just cause and to increase or decrease the working force.
- (e) To maintain reasonable rules and regulations to be observed by Employees.
- (f) All matters concerning the operation of the Employer's business not specifically dealt within this contract shall be reserved to be the Management's sole responsibility.
- (g) The exercise of the foregoing rights shall not supersede the other specific provisions of the Agreement, and this clause shall not prevent the processing of grievances.

It is the Employer's intention not only to require efficiency but to promote the efficiency of its Employees and wherever possible, to institute and maintain training programs with a view to the selection for advancement of Employees.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 2330, as the sole and exclusive bargaining agent for all its Residential Counsellors – Regular Full-time, Regular Part-time and Temporary - save and except the Executive Director, Programme Supervisors, House Managers, Office Administrative Staff, Respite Coordinator, Volunteer Coordinator, Casuals and those persons excluded by paragraphs (a) and (b) of Section 2, Sub-section 2 of the *Trade Union Act*, and hereby agrees to negotiate with the Union, aiming toward a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 With the exception of House Managers and pursuant to the Memorandum of Understanding outlined in Appendix "B", persons whose jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, training or unanticipated circumstances when Regular Employees are not available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any Employee.
- 3.03 This Collective Agreement is fully applicable to all Employees in the bargaining unit, unless otherwise specified.
- 3.04 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

- 3.05 Should a new classification within the bargaining unit be created or a current classification be deleted during the term of this Collective Agreement, Management and the Union shall meet and decide on the rate and designation of such new classification or deletion of current classification.
- 3.06 Persons, excluded from the bargaining unit shall not perform any work within the bargaining unit, except as mutually agreed between parties.
- 3.07 Correspondence between the Parties:
- (a) All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Employer to the Site Representative or his/her designate of this facility.
 - (b) 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 Site Representative of the Union for this facility.
- 3.08 (a) The Parties agree that protection of Employees' personal information is a matter of importance to both parties as well as to the Employees.
- (b) However, and in keeping with the spirit of the *Freedom of Information and Protection of Privacy Act, Statutes of N.S. 1993 c.5*, the Parties further agree that the Employer may, upon request, provide the Union with the name and basic contact information of an Employee who is a Union member and the Union agrees to use such information only for the purposes related to the Union's representation of the Employee.
 - (c) Pursuant to the foregoing, in January of each year, the Employer shall provide to the Union an electronic list of Bargaining Unit members. The list shall include the members' name, appointment status, last known address and telephone number, if listed.

ARTICLE 4 - DEFINITIONS

- 4.01 "Employee" means a member of the Bargaining Unit employed by the Employer for remuneration.
- 4.02 "Employer" means Highland Community Residential Services.
- 4.03 A "Regular Full-Time Employee" means an Employee who is scheduled to work on a regular and recurring basis eighty (80) hours in a two (2) week pay period.
- 4.04 A "Regular Part-Time Employee" means an Employee who is scheduled to work on a regular and recurring basis less than eighty (80) hours in a two (2) week pay period. Part-time Employees shall receive the conditions of employment and benefits specified in the Agreement on a pro-rata basis.

- 4.05 A "Casual" is one who works on a day-to-day basis or relief basis as required and does not have a regular schedule.
- 4.06 A "Temporary Employee" means a Casual, as defined in Article 4.05, hired for a specified period of time to temporarily replace a Regular Employee or for additional staffing needs having a fixed or indefinite term. The Temporary Employee shall be covered by the articles of the Collective Agreement as set out in Appendix "F". Temporary positions shall be posted in accordance with Articles 13.01 & 13.02.
- 4.07 A "Probationary Employee" is an Employee hired to fill a Regular Full-time or Regular Part-time position and who has not completed the probationary period.
- 4.08 "Working Day" means Monday through Friday excluding any paid holiday as outlined in Article 17.01.
- 4.09 "Bargaining Unit" means all Employees employed by the Employer who are members of CUPE Local 2330.
- 4.10 "Union" means the Canadian Union of Public Employees Local 2330.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any Employees in the matter of hiring, wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her membership or activity in a trade union.

ARTICLE 6 - UNION MEMBERSHIP AND UNION DUES CHECK-OFF

- 6.01 Employees of the Employer, as identified in Article 3, clause 3.01, as a condition of employment will become and remain members in good standing of the Union.
- 6.02 The Employer will deduct from the pay of each Employee Union dues, initiation fees or assessments levied in accordance with the Union constitution and Bylaws. The Union will inform the Employer of the amount of such deductions.
- 6.03 Deductions will be made from each payroll of the month and will be forwarded to the Treasurer of Local 2330 not later than the 20th of the month following, accompanied by a list of names, earnings and classifications of Employees from whom deductions have been made.
- 6.04 The Union will indemnify the Employer and hold it harmless against any and all claims, demands and liabilities and in respect of action taken by it for the purpose of complying with the provision of this Article.

- 6.05 An Employee shall have the right to have the assistance of advisors or representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Subject to the prior approved permission of the Administrator, such representative(s) or advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 Newly hired Employees will be on probation for six hundred (600) hours from date of hire into a regular position.
- 7.02 Performance evaluations will be completed by the supervisor on each new Employee at least once during the probationary period.
- 7.03 The parties agree that in certain circumstances, with mutual agreement of the parties, the probationary period may be extended up to a maximum of three (3) months. After completion of the probationary period, seniority shall be effective from the original date of employment, pursuant to Article 12.01. A probationary Employee may be disciplined or discharged at any time during this said period without recourse to the grievance procedure.

ARTICLE 8 - UNION BUSINESS

- 8.01 Members of the Bargaining Unit shall not suffer any loss of wages or benefits for time spent in meetings with the Employer pertaining to any matters covered by this Collective Agreement.

ARTICLE 9 – UNION STEWARDS/SITE REPRESENTATIVES

- 9.01 (a) In order to perform an orderly and speedy procedure for settling of grievances, the Employer will recognize one (1) Employee from within the jurisdiction of each House Manager to act as Steward and one (1) Employee elected or selected from within the bargaining unit to act as a Site Representative. The Steward or the Site Representative may assist an Employee whom the Steward represents with his/her grievance in accordance with the grievance procedure.
- (b) The Union will notify the Employer in writing of the name(s) of the Steward and the Site Representative so selected before the Employer will be required to recognize them.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance will be defined as any difference out of the interpretation, application, administration, or alleged violation of the Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance the question will be taken up through the grievance procedure and determined, if necessary, by arbitration.

10.02 The Employer agrees that the Steward/Site Representative will not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustment as provided in this Article. The Union recognizes that each Steward/Site Representative is employed by the Employer and that he/she will not leave his/her work during working hours without obtaining the permission of the supervisor, such permission will not be unreasonably withheld.

10.03 Grievances will be handled fairly and promptly in the following manner:

Step 1

If an Employee feels he/she has a grievance, he/she shall first seek to settle the matter by **advising of the grievance and** discussing it in private with his/her House Manager within five (5) Working Days of becoming aware of the matter. The Employee may choose to be accompanied by the Union Steward and/or Site Representative. The House Manager shall provide a response in writing within five (5) Working Days of becoming aware of the grievance.

Step 2

If the matter is not resolved at Step 1, it may then become a grievance and must be submitted in writing to the Program Supervisor within five (5) Working Days after the response is received in Step 1. The Program Supervisor will render his/her decision, in writing, within five (5) Working Days of submission of the grievance at Step 2.

Step 3

If the matter is not resolved at Step 2, it shall be submitted in writing to the Executive Director within five (5) Working Days after the response is received in Step 2. The Executive Director will render his/her decision, in writing, within five (5) Working Days of the submission of the grievance at Step 3.

Step 4

Failing a satisfactory settlement being reached in Step 3, the grievance shall be submitted, in writing, to arbitration within twenty (20) Working Days of the Executive Director's Step 3 decision being received.

10.04 Where a dispute involving a question of general application or interpretation occurs, the grievance may be filed by the Union at Step 3 of the Grievance procedure.

10.05 The Union and its representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustments with the Employer in the manner provided in the grievance procedure. Such a grievance may commence at Step 3.

10.06 (a) (i) If a settlement is not obtained in Step 3 above, the matter may then be referred to an Arbitration Board of three (3) members, one appointed by the Union and one (1) by the Employer, and a third, a chairperson, mutually agreed upon by the other two. Should two (2) appointed members fail to agree upon a third member, he/she will be appointed by the Minister of Labour of the Province of Nova Scotia, but will not be a civil servant. A decision of the majority of the Arbitration Board will be binding on all parties to this Agreement.

- (ii) By mutual agreement of the parties a single Arbitrator may be appointed instead of a board, in which event the party giving notice of arbitration will name its nominee for arbitrator, and within ten (10) Working Days or receipt of such notice, the other party will either agree with the nominee of the grieving party, or propose an alternate nominee. If the parties cannot agree on a mutually acceptable arbitrator then either party may make application to the Minister of Labour to appoint an Arbitrator.
- (b) The Arbitration Board will have the power to add, modify, or set aside any penalty imposed by the Employer relating to disciplinary measures before them, but will not have the power to add, subtract or modify any terms of this Agreement.
- (c) Agreement reached in any stage of the foregoing will be final and binding upon both parties.
- (d) If the Union or Employer alleges a breach or violation of this Agreement, the respect or respects in which it is alleged the Agreement has been violated, will be indicated promptly to the other in writing. A single arbitrator may be used if mutually agreed.
- (e) When the Executive Director or the Griever is away, the time limits fixed in this Article will be automatically extended for any outstanding grievance/arbitration case until such time the Executive Director resumes his/her normal duties provided that the intention and issue for discussion is stated and dated in writing to the Executive Director's office within the time limits. The Employer may refuse to process or adjust any complaint that has not been processed within the time limits required by this Article. Failure to process a grievance within the time limits as required by Article 10, will be deemed to have been dropped by either party.

10.07 The Board will determine its own procedure but will give full opportunity to all parties to present evidence and make representations. The Board will hear and determine the difference in allegation and render a decision as soon as possible.

10.08 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, which it will do within five (5) Working Days.

10.09 Each party will pay:

- 1) the fees and expenses of the nominee it appoints.
- 2) one-half (1/2) of the fees and expenses of the Chairperson.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 (a) An Employee shall have the right to have the Steward or the Site Representative present at any discussion with a management representative which will be the basis of disciplinary action. Where a management representative intends to interview an Employee for disciplinary purposes, the management representative shall notify the Employee, in advance, regarding the purpose of the interview in order that the employee may contact the Steward or the Site Representative to be present at the interview.

(b) In the event the Employer initiates a disciplinary action against an Employee who has completed the probationary period and which will result in the discipline, suspension or discharge of an Employee, such Employee will be notified in writing of the action and or penalty, with a copy going to the Site Representative.

(c) Representatives of CUPE shall have access to the Employer's premises during normal business hours providing such permission has been requested and granted by the Employer.

11.02 An Employee considered by the Union to be wrongfully or unjustly discharged, suspended or disciplined will be entitled to a hearing under the Grievance procedure commencing at Step 3.

11.03 Where an Arbitrator or Board finds that an Employee has been unjustly discharged, the Arbitrator or Board may reinstate the Employee in his/her former position without loss of seniority. Or where reinstatement is not appropriate, impose a remedy deemed to be fair and equitable.

11.04 The Employer agrees not to introduce, as evidence, in a hearing relating to disciplinary action, any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing.

11.05 The record of an Employee shall not be used against him/her at any time after twenty-four (24) months for a suspension or eighteen (18) months for disciplinary action provided no subsequent disciplinary action has been recorded during this period.

ARTICLE 12 - SENIORITY

12.01 Seniority for Full-time and Part-time Employees is defined as the length of service with the Employer commencing with the Employee's most recent date of hire to a regular position in the Bargaining Unit. Seniority will operate on a Bargaining Unit wide basis. Notwithstanding the above, in the event that an Employee was employed in a temporary position(s) and was hired into a regular position without reverting back to casual, the Employee's seniority will include the period(s) of temporary employment.

12.02 The Employer shall maintain a seniority list showing the date upon which each Employee's seniority commenced. An up-to-date seniority list shall be sent to the Union and posted in all Union binders in January of each year. Upon posting the seniority list, Employees shall have thirty (30) days to advise the Employer of any errors or omissions. After thirty (30) days, the list shall then be deemed accepted. Should there be a discrepancy, the Employer, Union and Employee shall consult with a view of settling the dispute. In the event that the matter cannot be resolved, it shall be referred to an arbitrator for final conclusion.

12.03 An Employee will lose his/her seniority and employment rights in the event:

- (1) He/she resigns and does not withdraw his/her resignation within one (1) day;
- (2) He/she is discharged for just cause and not reinstated;
- (3) He/she is laid off for a period of more than twelve (12) months;
- (4) He/she is absent from work for more than two (2) consecutive shifts without securing leave of absence from the Employer;
- (5) He/she fails to return to work within five (5) Working Days after recall notice is given to him/her personally or by registered mail or telegram to his/her last address on file with the Employer. It shall be a condition of possible future recall that all Employees keep the Employer informed of their current mailing address and phone number; or
- (6) He/she fails to return to work following an approved leave of absence on the day set out when the leave was granted.

ARTICLE 13 – JOB POSTINGS & PROMOTIONS AND STAFF CHANGES

13.01 When the Employer decides a vacancy in an existing or new position is to be filled within the bargaining unit, the Employer will post notice of the position in all Union binders for one (1) week. Any applicant from within the bargaining unit must make his/her written application within the period specified in the notice.

13.02 Such notice will contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate range. Such qualifications may not be established in an arbitrary way or discriminatory manner.

13.03 Outside applicants shall not be considered for any vacancy within the bargaining unit until bargaining unit members, who have applied for the vacancy, have been processed.

- 13.04 (a) In filling vacancies, the applicant with the greatest seniority who has the ability, qualifications and education to perform the duties required, will be awarded the position.
- (b) Notwithstanding Section (a) above, if a new classification is created during the terms of this Agreement and if two (2) or more applicants with the bargaining unit possess the required ability, and qualifications to perform the assigned duties, the applicant with the greatest seniority will be awarded the position.
- (c) Where the Department of Community Services increases the minimum training standards for Residential Counsellor, and where the Employer requires the Employee to take upgrading to meet the new standard, the Employer shall provide this training in-house at no cost to the Employee.
- 13.05 When the successful applicant is a Regular Full-time or Part-time Employee, he/she will be placed on a trial period of three hundred and sixty (360) hours. If the Employee is unable to perform the duties of the new position, he/she will be returned to his/her former position and wage or salary rate without loss of seniority. Any other Employee affected by the rearrangement of positions will also be returned to his/her former position and wage or salary rate, without loss of seniority.
- 13.06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards or binders, and all unsuccessful applicants shall be advised that the position has been filled. The Union shall be notified of all appointments, hires, layoffs, transfers, recalls and termination of employment.
- 13.07 (a) As part of the orientation of all new staff members, the Employer agrees to provide all new staff members with information on the philosophy of the programs, staff policies, procedures, routine, etc.
- (b) Present staff agree to "shadow" new staff during regular shifts for a period of time not to exceed ten (10) shifts in order that new staff may become familiar with routines and duties of the job.
- 13.08 Whenever possible, the Employer agrees that full time vacancies will be maintained as Regular Full-Time positions.**

The Employer will review part time positions when the positions become vacant. The Employer will determine if such position hours can be added with existing Regular Part-Time positions within the Home provided however that it will not result in a residual position with less than twenty (20) hours. In the event that such hours can be added to a position, it will be offered to Employees in order of seniority working at that Home and subject to ability, qualifications and education needed to perform the duties required.

ARTICLE 14 - LAYOFFS AND RECALLS

- 14.01 A layoff shall be defined as a reduction in the workforce of regular Employees or in a reduction in the regular hours of work for regular employees, where such reductions last longer than seven (7) calendar days. Regular hours of work shall mean those posted hours for the position for which the Employee was hired and, for greater clarity, shall not include those additional hours worked by Part-time Employees pursuant to Article 15.12.
- 14.02 Both parties recognize that job security shall increase in proportion to ability and seniority. Therefore, in the event of a layoff, the Employee with the least seniority in the classification affected shall be laid off. Such Employee or any other Employee affected by the layoff shall have the option of accepting the layoff or bumping an Employee with less seniority who is in an equal or lower paid classification, providing the Employee is qualified to perform the required work.
- 14.03 Subject to Article 13.01, Employees will be recalled in the order of their seniority provided that they are qualified to perform the required work. Qualified Employees on recall will have priority for available shifts.
- 14.04 No new Employees shall be hired until those laid off have been given an opportunity of recall.
- 14.05 (a) Unless legislation is more favourable to the Employee, the Employer shall notify the Employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days which work was not made available.
- (b) The provisions of Article 14.05 (a) will not apply where the lack of work necessitating a layoff is beyond the control of the Employer, such as complete or partial destruction of the place of employment, destruction or breakdown of equipment, actions of any government authority or reduction of number of clients.
- 14.06 Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 (a) The hours of work for a Regular Full-time Employee shall be eighty (80) hours per two (2) week pay period, with a paid thirty (30) minute lunch period for each eight (8) hour shift.
- (b) The hours of work for a Regular Part-time Employee shall be less than eighty (80) hours per two (2) week pay period, with a paid thirty (30) minute lunch period for each eight (8) hour shift.

- (c) A fifteen (15) minute rest period for all Employees will be granted approximately halfway through the first half of a shift and halfway through the second half of the shift for each shift of six (6) hours or more in duration.
 - (d) Supervision of residents shall continue through meals and rest periods.
- 15.02 The two (2) week roster for each Regular Full-time and Regular Part-time Employee shall be posted in an appropriate place at least two (2) weeks in advance.
- 15.03 (a) All time worked more than eighty (80) hours per two (2) week pay period will be considered overtime.
- (b) In the case of staff meetings and I.P.P. meetings, Employees will be paid at their regular hourly rate for the first three (3) hours.
 - (c) Notwithstanding 15.03(b) above, in the case of staff meetings and I.P.P. meetings, Employees will be paid at their regular hourly rate for the first three (3) hours. Any hours in excess of three (3) hours in any month will be paid for at time and one-half (1-1/2 x). These three (3) hours will not be included in total hours when computing overtime.
 - (d) Overtime periods of less than one-quarter (1/4) hour will not be recorded or paid for, however, overtime periods in excess of one-quarter (1/4) hours will be paid in full with the authorization of the appropriate supervisor.
- 15.04 Employees will not be required to take time off during regular hours to equalize any overtime worked except if the Employee so wishes. If overtime is taken, it shall be at equal time for the hours worked.
- 15.05 All overtime must have prior authorization, except in the case of an emergency. In such case, the Employee will report the overtime worked in writing in Notice of Overtime slips to the supervisor on his/her first scheduled shift following the day in which the overtime was worked. Sufficient copies of the overtime slips shall be available to Employees.
- 15.06 (a) Subject to Appendix "G", an employee who is called in outside his/her scheduled hours with less than ten (10) hours notice will be paid for a minimum of three (3) hours, or at regular rates for all hours worked, whichever is greater.
- (b) An Employee who is called in outside his/her scheduled hours and is given more than sixteen (16) hours notice of such call-in, will be paid a minimum of two (2) hours, or at regular rates for all hours worked, whichever is greater.
- 15.07 No Full-time Employee will be required to work overtime against his/her wishes when other Employees are available and capable of performing the required work.

- 15.08 For the purpose of this Collective Agreement, a week will consist of seven (7) days.
- 15.09 For the purpose of this Collective Agreement, a day will consist of the twenty-four (24) hours commencing at midnight.
- 15.10 Failure to provide at least eight (8) hours rest between shifts which are being changed will result in payment of overtime at established rates for any hours worked during such rest periods unless mutually agreed otherwise.
- 15.11 An Employee working at least six (6) consecutive hours in a home will be provided with the regularly scheduled meal at no cost, in that home, in accordance with the daily menu, provided that the meal is scheduled during the six (6) hour period.
- 15.12 Regular Part-time Employees will be part of a pool attached to a specific program area. They will be assigned to additional shifts within their program area in accordance with Appendix 'G'.

Should any Part-time Employee belonging to any of these pools not want to be called for specific hours or specific work, that Employee will provide this information in a signed form to their supervisor.

- 15.13 Employees who are required by the Employer to take clients on overnight outings will be paid in accordance with this Article (see Appendix C).
- 15.14 During those specific times when clients require staff support for out-of-town medical trips, appropriate support will be provided based on client needs.
- 15.15 (a) In circumstances where Employees do not have available funds for out-of-town trips, advance funds will be provided, with a minimum of two (2) weeks notice by the Employee. On return, receipts for expenses incurred will be submitted to the Employer.
- (b) The Employer will contact hotels in Dartmouth, Halifax and Truro to establish prearranged accounts for emergency lodgings.
- 15.16 Paid leaves and paid time off shall be considered time worked.
- 15.17 Subject to operational requirements and prior approval being received, Employees may use banked overtime, vacation and holiday credits for periods of less than one (1) shift.

15.18 Shift and Weekend Premiums

- (a) Effective **the day of ratification**, all Employees shall receive a shift premium of **two dollars and five cents (\$2.05)** per hour for all regular hours worked between 1900 hours and 0700 hours. **Effective March 31, 2021, Employees shall receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all regular hours worked between 1900 and 0700.**

- (b) Effective **the day of ratification**, all Employees shall receive a weekend premium of **two dollars and five cents (\$2.05)** per hour for all regular hours worked between midnight Friday and midnight Sunday. **Effective March 31, 2021, Employees shall receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all regular hours worked between midnight Friday and midnight Sunday.**
- (c) Shift and weekend premiums shall not apply when calculating overtime, vacation pay, retroactive pay, RPP, or any other benefits under this agreement.

15.19 Overnight Sleep Shifts

- (a) Night sleep shift means a ten (10) hour shift during which the Employee works a combination of scheduled active duty and sleep hours, as designated by the Employer, but in no case less than five (5) consecutive **scheduled** sleep hours.
- (b) Effective January 5, 2007, the night sleep shift shall be paid a flat rate equivalent to seven (7) times the Employee's regular rate and is deemed to be seven (7) hours of work for the purposes of this Collective Agreement.
- (c) For greater clarity, the premiums outlined in Article 15.18 apply to the active hours only of the night sleep shift.
- (d) **Employees awakened during the scheduled sleep period to attend to resident needs shall be compensated for the reasonable period of time required to attend to the resident at the regular rate of pay but in any event for any period greater than fifteen (15) minutes.**

15.20 Where an Employee reports for a scheduled shift of four (4) or more consecutive hours, and where there is a scheduling error resulting in the Employee's services not being required, that Employee shall, at the discretion of the Employer, either work four (4) consecutive hours or be sent home and receive four (4) hours regular pay.

ARTICLE 16 - VACATIONS

- 16.01 (a) The Employer's vacation year is April 1 – March 31.
- (b) Employee eligibility for vacation in any vacation year is based on vacation earned in the previous vacation year.
- 16.02 (a) Employees with less than one year's service shall earn vacation at the rate of 6.66 hours per 173.33 paid hours (to a maximum of 80 hours per year).
- (b) After one year's service, Employees will earn vacation at the rate of 10 hours per 173.33 paid hours (to a maximum of one hundred and twenty (120) hours per year).

- (c) After 10 year's service, Employees will earn vacation at the rate of 13.33 hours per 173.33 paid hours (to a maximum of one hundred and sixty (160) hours per year).
 - (d) After 20 year's service, Employees will earn vacation at the rate of 16.67 hours per 173.33 paid hours (to a maximum of two hundred (200) hours per year).
- 16.03 (a) Vacations shall be scheduled between April 1st and March 31st, if possible, in a manner that will least interfere with the operation of the Employer's business. Preference for vacation time will be in accordance with Article 16.03 (b). The Employer will make every reasonable effort to ensure the Employee's written request is approved, subject to this article.
- (b) Prime Time - June 15 – September 15
- (i) The Employer shall post a list of Employee entitlements during the first week of April of each year. Employees shall indicate on the list their preferred vacation dates for the Prime Time period, being June 15th to September 15th. Vacations shall be scheduled on the basis of seniority. Should an Employee not indicate on the list vacation dates for the Prime Time period, they shall forfeit the right to exercise seniority for the Prime Time period. Employees who are denied their vacation request based on their seniority will be allowed to resubmit pursuant to Article 16.03(b)(iii).
 - (ii) The list shall be removed by May 1st and the Employer will post a final schedule by May 21st. Once approved by the Employer, vacations will not be altered. Notwithstanding Article 16.06, no Employee shall be granted less than one Vacation Week or more than two (2) Vacation Weeks until all Employees in the home have had the opportunity to choose vacation time during the Prime Time period. A Vacation Week is seven consecutive calendar days.
 - (iii) Notwithstanding Article 16.06, no Employee shall be granted less than one Vacation Week or more than two (2) Vacation Weeks until all Employees in the home have had the opportunity to choose vacation time during the Prime Time period. A Vacation Week is seven consecutive calendar days.
 - (iv) A vacation request submitted after the May 1st deadline may be approved by the Employer on a first come-first serve basis, providing the Employee gives five (5) working days notice and operational requirements permit.

(c) September 16 – June 14

Subject to Article 16.03 (d):

- (i) For the period September 16 – June 14, vacation will be by seniority, providing the request is received by the Employer prior to May 1st and operational requirements permit.
 - (ii) Requests received after May 1st for the period September 16 – June 14 shall be granted on a first come – first serve basis, providing the Employee gives five (5) Working Days notice and operational requirements permit.
- (d) The Union recognizes that requested vacation time during the Christmas and New Year's holiday period may have to be assessed by the Employer, in regards to staff requirements. Such requests shall not be unreasonably withheld.

16.04 If a holiday occurs during a regular Full-time or Regular Part-time Employee's vacation period, he/she shall be paid for the holiday pursuant to Article 17.02, and the vacation day shall be rescheduled at a time mutually agreed upon.

16.05 The Employer may obtain replacements for vacation periods where Management deems it necessary to do so.

16.06 Employees are entitled to utilize vacation in blocks or on a day-to-day basis.

16.07 For the purposes of this Article only, service shall be defined as the period of continuous employment from the date of hire in a regular position with the Employer.

ARTICLE 17 - HOLIDAYS

17.01 The Employer recognizes the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
Tartan Day (1 st Monday in August)	
Heritage Day	

Plus, any other Statutory Holiday declared by the Government of Canada or the Government of the Province of Nova Scotia.

- 17.02 (a) When any of the above-noted holidays falls on a Regular Full-time Employee's scheduled day off, the Employee shall receive another eight (8) hours off with pay, within thirty (30) days of the holiday, at a time mutually agreed upon between the Employer and Employee.
- (b) When any of the above-noted Holidays fall on a Regular Part-time Employee's day off, the Employee shall receive time off with pay, pro-rated pursuant to (a) above, and based on the number of hours worked in the previous thirty (30) days to a maximum of eight (8) hours pay.
- 17.03 Regular Full-time and Regular Part-time Employees who work on the above-named holidays shall be paid at the rate of time and one half (1 1/2 x) for all hours worked and shall receive time off consistent with Article 17.02 (a) or (b).
- 17.04 In accordance with Articles 17.02 and 17.03, if the Employer denies the request, the Employee will receive a 30-day extension from date of rejection until the holiday is taken.
- 17.05 A Regular Employee absent from a scheduled shift on a Holiday as listed in Article 17.01 because of a bona fide illness or injury shall receive sick leave pay on the Holiday, subject to available accumulated sick leave credits.
- 17.06 The Employer shall schedule the days off for Christmas and New Year's Day in such a way that these days will be equally divided among Employees on a rotation basis, unless mutually agreed otherwise.

ARTICLE 18 - SICK LEAVE

- 18.01 Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled.
- 18.02 Employees shall accrue sick leave credits on the basis of eight (8) hours for every one hundred sixty (160) hours earned.
- 18.03 The unused portion of an Employee's sick leave shall accrue to a maximum of one thousand (1000) hours for future use.
- 18.04 There shall be no compensation payable for accumulated sick leave upon retirement or termination of employment.
- 18.05 Illness in the Family
Where no one other than the regular Employee can provide for the needs during the illness of a spouse, son, daughter, mother, father, the Employee shall be entitled, after notifying & receiving approval from the Employer, to use a maximum of four (4) days accumulated sick leave, or earned vacation credits. Such approval shall not be unreasonably withheld. The provisions are subject to such illnesses being presently treated by a physician.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 (a) Subject to operational requirements, upon the request of the Union President and subject to proper notice given, up to four (4) members of the Union shall be granted leave of absence without pay to attend local Union business, including collective bargaining with the Employer.
- (b) Employees who have been granted Union Leave in accordance with Article 19.01 (a) above will continue to be paid wages and benefits by the Employer. The Employer will forward an invoice to the Secretary-Treasurer of Local 2330. The Union agrees to reimburse all costs relating to the wages and benefits for the time off and pay, subject to the procedure in Appendix E, Memorandum of Understanding #1.
- (c) Employees who have been on staff for a minimum of one (1) year may be granted leave of absence without pay by the Employer for any other reason as mutually agreed, up to a maximum of three (3) months excluding the period of June 1st to August 31st and December 15th to January 2nd each year.
- (d) Subject to operational requirements, Employees who have been on staff for a minimum of one (1) year shall be granted leave of absence without pay, by the Employer for educational purposes. Vacancies arising from the granting of educational leaves of absence shall be posted in accordance with Article 13.01. Employees off on educational leaves of absence may be allowed continued access to casual shift opportunities.

19.02 Maternity Leave

The Pregnancy & Parental Provisions of the NS Labour Standards Code attached shall be incorporated in this Agreement.

19.03 Bereavement Leave

- (a) Employees who have been on staff for a minimum of one (1) year shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of death of a parent, step-parent, spouse, common-law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. The Employer shall pay the Employee for those shifts he/she would have worked had he/she not been granted bereavement leave.
- (b) The five (5) consecutive days bereavement leave shall commence at midnight following notification of the death of a relative, if the death occurs while an Employee is at work.
- (c) Employees who have been on staff for one (1) year shall receive an additional day's pay if death occurs outside Nova Scotia and provided the Employee attends the funeral.

- (d) Employees who have been on staff for one (1) year shall receive one (1) day with pay in the case of the death of a brother-in-law, sister-in-law, aunt or uncle.

19.04 Upon returning to work after completion of a leave of absence, whether paid or unpaid, the Employee shall be returned to his/her former position; if former position no longer exists then to an equivalent position.

19.05 Birth of a child, a male Employee shall be granted one (1) day off with pay.

19.06 Jury Duty

- (a) The Employer shall grant leave of absence without loss of seniority or benefits to an Employee who serves as a juror or witness in any court action subject to the following conditions:

- 1) that the Employee presents a copy of the Notice of Jury or Subpoena to the Executive Director;
- 2) that if the Employee is not called to serve on a Jury at a time during the term of Supreme Court, he or she shall return to the Home and resume his or her normal shift. Extenuating circumstances could permit Administration to allow extra time;
- 3) that if the Employee is a Plaintiff or Defendant in a civil action, he/she shall not be paid for those periods during which the Employee is absent from his/her normal shift for the purpose of attending court;
- 4) if the Employee is an accused in a criminal action, he/she shall not be paid for those periods during which the Employee is absent from his/her normal shift for the purpose of attending court.

- (b) In any instance where (1) to (4) inclusive do not apply, the Employer shall pay any Employee the difference between normal earnings and the payment received for Jury Service or Witness Fees, excluding payment for travelling, meals or other expenses. The Employee will present proof of services and the amount of pay received. Time spent by an Employee required to serve as a Court Witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

19.07 Compassionate Care Leave

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

- the spouse of the Employee,
- a child of the Employee or a child of the Employee's spouse,

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

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

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

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

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

19.08 Leave for Storm or Hazardous Conditions

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

- 1) take the absent time as unpaid; or
- 2) deduct the absent time from accumulated overtime, holiday time or vacation; or
- 3) when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

ARTICLE 20 - WAGES AND ALLOWANCES

20.01 The Employer shall pay salary and wages in accordance with Appendix 'A' attached hereto and forming part of this Agreement. Pay periods shall commence Friday at 09:00 hours. Employees shall be paid every two (2) weeks and the hold back shall not be for more than seven (7) days; and on each payday each Employee shall be provided with an itemized statement of his/her wages, overtime, premium payments, accrued sick leave, vacation, lieu hour banks and supplementary pay and deductions.

20.02 When an Employee is assigned to temporarily relieve in, or perform the principle duties of, a higher paying classification for which a salary range has been established in Appendix 'A', he/she shall receive the rate for his/her same step in the higher salary range. If a salary range has not been established in Appendix 'A', he/she shall receive ten percent (10%) over and above his/her regular rate of pay.

20.03 When an Employee is assigned to a position paying a lower rate, his/her rate shall not be reduced.

20.04 (a) If Employees are required to use their personal vehicles, he/she shall be compensated at the **kilometrage rate approved by the government of Nova Scotia.**

(b) Employees shall be reimbursed with receipts for out-of-town expenses at the following rates:

Breakfast	\$7.00
Lunch	\$10.00
Dinner	\$16.00
Accommodation	Actual Cost
Parking	Actual Cost
Taxis	Actual Cost
Bus	Actual Cost

(c) Employees may be requested to use their personal vehicles to transport clients; however, it is the Employee's privilege to decline such request.

(d) Reimbursement for accommodations, parking and taxi fare(s) must be supported by receipts.

20.05 Transportation and accommodation for courses, seminars, etc. which are held outside the metropolitan area may, by mutual agreement, be a recoverable expense for Employees who have been selected. Maximum and allowable rates to be determined from time to time by the Employer.

ARTICLE 21- JOB SECURITY

21.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any operation, person, company or non-unit employee, unless otherwise mutually agreed.

ARTICLE 22 - EMPLOYEE BENEFITS

- 22.01 (a) When an Employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the Employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the Employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an Employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an Employee receive an increase in 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 and the Employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an Employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (c) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An Employee shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in an ease back or return to work program following a period of WCB shall be paid his/her regular hourly rate for all time spent at the workplace unless the employee continues to receive WCB benefits for the time worked.

22.02 Transportation

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident while at work shall be the responsibility of the Employer.

22.03 Employee Benefits

The Employer and the Union recognize their respective obligations to accommodate a disabled Employee to the point required by law. A disabled Employee has a duty to cooperate and assist the Employer and the Union in developing a suitable accommodation, including but not limited to, providing the parties, in a timely manner, with the necessary medical information to determine the Employee's functional capacity.

22.04 Registered Pension Plan (RPP)

- (a) The Employee shall contribute five (5%) percent of regular biweekly earnings to the Employer's Registered Pension Plan (defined contribution) and the Employer will match the Employee contribution.
- (b) Participation in the RPP shall be mandatory.

22.05 Extended Health Plan & Cost Sharing of Health Benefit Plan

- (a) The Employer shall provide for group life, accidental death and dismemberment (AD&D), long term disability and health insurance.
- (b) The Employer and the Employee shall cost share on a 50/50 basis the premiums for life, AD&D, **Dental** and LTD.
- (c) Participation shall be mandatory for life, AD&D and LTD. **Participation shall be mandatory for Dental except where satisfactory proof of coverage under a spousal plan is provided.**
- (d)
 - (i) The Employer and the Employee shall cost share the health plan on a 65/35 basis respectively.
 - (ii) Participation in the health plan shall be mandatory except for those Employees whose spouse has coverage under a separate plan and who provides proof thereof to the satisfaction of the insurance carrier.
- (e) Notwithstanding the foregoing, eligibility for plan participation shall be as outlined in the plan policies.
- (f) An Employee who is on an unpaid leave of absence shall be entitled to continue to participate in the group life, accidental death and dismemberment (AD&D), long term disability and health insurance benefits plan provided:
 - (i) the plan provider approves the continued participation;
 - (ii) the Employee reimburses the Employer for the Employer and Employee portion of the premiums;

- (iii) the Employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.

ARTICLE 23 - PRESENT CONDITIONS AND BENEFITS

23.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreements between the Employer and the Union.

ARTICLE 24 - JOB CLASSIFICATIONS

24.01 The job descriptions for each classification are as set out in **Appendix 'B'** to this Collective Agreement and shall only be changed by mutual agreement of the parties. If the parties are unable to agree, such dispute shall be submitted to grievance and arbitration.

24.02 Should a new classification be created during the term of the Agreement, Management and the Union shall negotiate the rate of pay and job title for such classification. Nothing herein shall prevent the Employer from employing personnel in such positions during such negotiations.

If the parties are unable to agree on the rate of pay and job title for the classification, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the position was first filled by the Employee.

ARTICLE 25 - UNION COMMUNICATION

25.01 The Union may maintain a binder in each location other than the Independent Living Support locations and Supervised Apartments (except for Supervised Apartments with an Employer office) for the purpose of communicating with its members.

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

ARTICLE 26 - GENERAL

26.01 Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) Bargaining Unit members plus the CUPE Representative and two (2) representatives of the Employer, plus the Director of Highland Community

Residential Services. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.

26.02 The Committee shall concern itself with the following general matters:

- (1) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
- (2) improving and extending services to the public;
- (3) reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service);
- (4) correcting conditions causing grievance and misunderstandings.

26.03 The Committee shall meet three (3) times per year, at a mutually agreeable time and place. Its members shall receive notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Notwithstanding Article 15.03, members of the Committee shall be paid at the straight time rate for time spent in attendance at the meeting. Notwithstanding Article 15.01, paid time at the Committee meeting shall not be calculated in hours of work.

26.04 An Employer and a Bargaining Unit Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

26.05 Minutes of each meeting of the Committee shall be prepared and signed by joint chairpersons as promptly as possible after the close of the meeting. The Union, CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

26.06 The Committee shall not have the jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

26.07 The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 27 - NO STRIKE

27.01 The Employer agrees there shall be no lockout of Employees and the Union agrees there shall be no strike, slowdown or other collective action that will stop, curtail or interfere with the operation of the Homes during the term of this Agreement.

ARTICLE 28 - INDEMNITY CLAUSE

28.01 Where an Employee, as a result of acting lawfully in the performance of her/his duties, without negligence or wilful misconduct, is prosecuted or sued by a party

other than Her Majesty, The Queen or the Employer, the Employer shall undertake to defend her/him, to the extent of providing the Employer's legal counsel, or counsel provided pursuant to the terms of the Employer's insurance policy, or other legal counsel, as the Employer shall determine.

- 28.02 An Employee shall not be considered to be acting outside the scope of her/his duties because of a mere error in judgement made in good faith.
- 28.03 In order to qualify for such legal assistance, the Employee shall be obligated to cooperate fully in all respects with both the Employer and the legal counsel provided to such Employee.
- 28.04 In the event the Employee voluntarily retains her/his own legal counsel with respect to such matter, the Employer shall be relieved of all obligations under this Article.
- 28.05 If the Employer subsequently concludes that the Employee claimant intentionally misled the Employer and was not qualified for such legal assistance, any reasonable costs paid by the Employer to such legal counsel shall be repayable by the Employee.
- 28.06 If the Employer concludes that the claimant does not qualify, the Employer shall have the right to withdraw such legal counsel from proceedings upon reasonable notice.
- 28.07 If the Employer fails to provide legal assistance, which should have been provided under this Article, the Employee may file a grievance for recovery of all legal costs reasonably incurred by the Employee because of such failure.

ARTICLE 29 - DURATION OF AGREEMENT

- 29.01 This Agreement shall remain in full force for a period of **six (6)** years from April 1, **2015** to March 31, **2021**, and shall automatically be renewed from year to year unless either party to this Collective Agreement, within the period of sixty (60) days prior to the expiration of the Agreement, gives notice in writing that it desires to terminate or seek amendments to this Agreement.
- 29.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of the Agreement.
- 29.03 Retroactive Pay for Employees

Unless otherwise indicated in the Memorandum of Settlement, retroactivity for employees shall only apply to wages in Appendix "A", annexed hereto. Otherwise all the provisions of this Collective Agreement shall become effective on the date of signing of this Collective Agreement. Retroactivity shall be paid to employees on the first pay period immediately following receipt of the retroactivity payment from the Department of Community Services.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the

31 day of July, 2020.

SIGNED ON BEHALF OF:

**HIGHLAND COMMUNITY
RESIDENTIAL SERVICES**

Hilary R. O.

Mary Clare McLeod

Cindy LeCote

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330**

Rose Best

[Signature]

Margri Dalry

APPENDIX 'A'

Wages & Retroactivity

Year	Date	% Increase	Resident Counsellor Probationary	Resident Counsellor Start	Night Sleep Flat Rate (R.C. rate x 7hrs) Probationary	Night Sleep Flat Rate (R.C. rate x 7hrs) Start
1	Apr. 1, 2015	0%	\$18.65	\$18.96	\$130.55	\$132.72
2	Apr. 1, 2016	0%	\$18.65	\$18.96	\$130.55	\$132.72
3	Apr. 1, 2017	1%	\$18.84	\$19.15	\$131.88	\$134.05
4	Apr. 1, 2018	1.5%	\$19.12	\$19.44	\$133.84	\$136.08
	Mar. 31, 2019	0.5%	\$19.22	\$19.54	\$134.54	\$136.78
5	Apr. 1, 2019	1.5%	\$19.51	\$19.83	\$136.57	\$138.81
	Mar. 31, 2020	0.5%	\$19.61	\$19.93	\$137.27	\$139.51
6	Apr. 1, 2020	1.5%	\$19.90	\$20.23	\$139.30	\$141.61
	Mar. 31, 2021	0.5%	\$20.00	\$20.33	\$140.00	\$142.31

2. Non-Qualified: Staff Profiles not approved by the Provincial Advisory Committee

Year	Date	% Increase	Resident Counsellor Probationary	Resident Counsellor Start	Night Sleep Flat Rate (R.C. rate x 7hrs) Probationary	Night Sleep Flat Rate (R.C. rate x 7hrs) Start
1	Apr. 1, 2015	0%	\$13.78	\$14.01	\$96.46	\$98.07
2	Apr. 1, 2016	0%	\$13.78	\$14.01	\$96.46	\$98.07
3	Apr. 1, 2017	1%	\$13.92	\$14.15	\$97.44	\$99.05
4	Apr. 1, 2018	1.5%	\$14.13	\$14.36	\$98.91	\$100.52
	Mar. 31, 2019	0.5%	\$14.20	\$14.43	\$99.40	\$101.01
5	Apr. 1, 2019	1.5%	\$14.41	\$14.65	\$100.87	\$102.55
	Mar. 31, 2020	0.5%	\$14.48	\$14.72	\$101.36	\$103.04
6	Apr. 1, 2020	1.5%	\$14.70	\$14.94	\$102.90	\$104.58
	Mar. 31, 2021	0.5%	\$14.77	\$15.01	\$103.39	\$105.07

3. Retroactivity for Employees covered by the Collective Agreement will be effective **April 1, 2015**. Employees who have left the **employ** of Highland Community Residential Services (HCRS) subsequent to April 1, 2015 need to apply to HCRS for retroactivity within thirty (30) days of the signing of this Agreement.

APPENDIX 'B'

MEMORANDUM OF UNDERSTANDING

Re: House Manager

HCRS and CUPE Local 2330 agree that the following conditions shall govern the use of House Managers during the term of this Agreement:

- (1) Pursuant to Article 3.02, the House Managers shall be permitted to perform bargaining unit work for **60%** of each full-time equivalent House Manager position, averaged over a four-week period. For the remaining **40%** of work time the House Manager shall perform management functions.
- (2) The number of House Managers shall not exceed **fifteen (15)** full-time equivalent positions, based on the level of services provided by the Employer on the signing date of this agreement. Should the level of services provided be increased, requiring an increase in the number of House Managers in excess of **fifteen (15)**, and where the new House Manager may be required to perform bargaining unit work, it shall be done with prior consultation with the Union.
- (3) Notwithstanding the foregoing, House Managers shall not perform bargaining unit work where such work results directly in the layoff of a regular Employee as defined in Article 14.01.
- (4) For the purposes of implementing the change in bargaining unit work, namely in having House Managers go from 80% of bargaining unit work to 60% of bargaining unit work, the Employer agrees to assign the extra hours to the most senior Regular Part-Time Employee in that house that is willing to accept additional available shifts that will amend permanently their full time equivalent status.

DATED this 31 day of July, 2020.

SIGNED ON BEHALF OF:

HIGHLAND COMMUNITY
RESIDENTIAL SERVICES

Hilary K. W.

Mary Clare McLeod

Cindy LeCote

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330

Rose Best

M. Wilson

Margie Duguay

APPENDIX "C"

LETTER OF UNDERSTANDING

Re: Overnight Outings

Employees who are required to take residents on overnight outings shall be paid as follows:

- Time of leaving until 11 p.m. - Hourly Rate
- 11 p.m. through 9.a.m. - Sleepover rate
- 9 a.m. to arrival back - Hourly Rate

i.e. Leaving resident's home at 4 p.m., arriving back the following day at 2 p.m.

4 p.m. – 11 p.m. = 7 hours
sleepover

9 a.m. – 2 p.m. = 5 hours

12 hours in addition to sleepover plus applicable
shift and weekend premium pay

DATED this 31 day of July, 2020.

SIGNED ON BEHALF OF:

HIGHLAND COMMUNITY
RESIDENTIAL SERVICES

[Signature]

Mary Clare MacLeod

Cindy McCosta

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330

Rose Best

[Signature]

Margie Dalry

APPENDIX 'D'

MEMORANDA OF AGREEMENT

Memorandum #1 – Re: Article 19.01 (b)

HCRS and CUPE Local 2330 agree on the following procedure for implementing provisions of Article 19.01(b).

- Notice has been approved by the Site Representative.
- Notice is received by the (House Manager) Program Supervisor seven (7) work days prior to requested date(s).
- Notice includes purpose of time off.
- The Union agrees to reimburse HCRS for all wages & benefits for total hours missed from work due to Union business.

Memorandum #2 – On Call Practice

The Employer agrees to continue the current on call practice for the term of the Collective Agreement.

The current practice compensates staff placed on-call during key holidays on a half time basis, for example: At Christmas 1200 hrs (noon), December 24th – 1700 hrs (5:00 p.m.) December 26th and New Years 1200 hrs (noon), December 31 1700 hrs (5:00 p.m.), January 1, depending on the particular circumstance of each home, staff scheduled to be on shift may be permitted to go on call. If called, staff will be required to be on site and ready for work within 60 minutes. Staff on call will be compensated at half the regular rate of pay applicable for that shift. Any staff called in will be compensated for the full shift at the regular rates of pay applicable for the shift. Staff on call must be reachable with one phone call.

APPENDIX 'D'
MEMORANDA OF AGREEMENT

DATED this 31 day of July, 2020.

SIGNED ON BEHALF OF:

**HIGHLAND COMMUNITY
RESIDENTIAL SERVICES**

[Signature]

Mary Clare MacLeod

Cindy McCoste

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330**

Rose Bost

[Signature]

Margie Daley

cope491

APPENDIX 'E'

Re: Temporary Employees

A) Notwithstanding the term "Employee" as used in this Agreement, for greater clarity, Temporary Employees shall be covered only by the following articles or sub-articles of the Collective Agreement.

Article 1	<u>Preamble</u> , in its entirety
Article 2	<u>Management Rights</u> , in its entirety
Article 3	<u>Recognition</u> , in its entirety
Article 4	<u>Definitions</u> , in its entirety
Article 5	<u>No Discrimination</u> , in its entirety
Article 6	<u>Union Membership and Union Dues Check-Off</u> , in its entirety
Article 8	<u>Union Business</u> , in its entirety
Article 10	<u>Grievance Procedure</u> , in its entirety
Article 11	<u>Discharge, Suspension and Discipline</u>

11.01 a) An Employee shall have the right to have the Steward or the Site Representative present at any discussion with management representative(s) which will be the basis of disciplinary action. Where a management representative intends to interview an Employee for disciplinary purposes, the management representative shall notify the Employee, in advance, regarding the purpose of the interview in order that the employee may contact the Steward or the Site Representative to be present at the interview.

b) Representatives of CUPE shall have access to the Employer's premises during normal business hours providing such permission has been requested and granted by the Employer.

11.02 An Employee considered by the Union to be **wrongfully or unjustly** discharged, suspended or disciplined will be entitled to a hearing under the Grievance Procedure commencing at Step 3.

11.03 The Employer agrees not to introduce, as evidence, in a hearing relating to disciplinary action, any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing.

11.04 The record of an Employee shall not be used against him/her at any time after twenty-four (24) months for a suspension or eighteen (18) months for disciplinary action provided no subsequent disciplinary action has been recorded during this period.

Article 13 Promotions and Staff Changes, Articles 13.01, 13.02, 13.03 & 13.06 only.

- Article 15 Hours of Work and Overtime, in its entirety.
- Article 16 Vacation, in its entirety.
- Article 17 Holidays, in its entirety.
- Article 18 Sick Leave, in its entirety.
- Article 19 Leave of Absence, Articles 19.02 to 19.06 only.
- Article 20 Wages and Allowances, in its entirety.
- Article 21 Job Security, in its entirety
- Article 22 Employee Benefits, in its entirety, excepting article 22.01(e), 22.04 and 22.05.
- Article 23 Present Conditions & Benefits, in its entirety.
- Article 24 Job Classifications, in its entirety.
- Article 25 Union Communication, in its entirety
- Article 26 General, in its entirety
- Article 27 No Strike, in its entirety
- Article 28 Indemnity Clause, in its entirety
- Article 29 Duration of Agreement, in its entirety
- Appendix "A"
- Appendix "C"

- B)
 - (i) On completion of the temporary position, the Temporary Employee shall be returned to his/her casual status and any vacation, statutory holidays or overtime owing will be paid out.
 - (ii) Accumulated sick leave shall be banked and set aside to be accessed by the Employee in the event of the Employee attaining a temporary or regular position at some future date.
- C) Should a Temporary Employee be appointed directly to a regular position without returning to casual status, the time worked in the temporary position shall be credited to the Employee's seniority upon successful completion of the probationary period.

APPENDIX 'F'

Re: Procedure for Filling Vacant Shifts Within A Program Area

This procedure provides Permanent Part-time Employees with a self-scheduling model for filling additional shifts within a program area. It also significantly reduces the requirement for Managers to contact Employees when filling additional shifts.

Therefore, the parties agree the following procedures will govern the filling of additional shifts:

Application

This procedure applies only to Permanent Part-time Employees, hereinafter referred to as "Employees" in this Appendix.

Procedure

1. Program Area

A program area is defined as the location or locations under the jurisdiction of a specific House Manager.

2. Employee Availability Form

- (a) Using the Employee Availability Form (the Form), Employees must specify to the Employer their availability to work shifts additional to their regular four (4) week rotating schedule. They must also specify on the Form the maximum number of regular hours per pay period that they will commit to work (total of regularly scheduled plus additional hours).
- (b) Any changes to the Form must be submitted to the Employer prior to the last week of the four (4) week rotating schedule, to be effective for the following four (4) week rotating schedule. The Form will be used to develop the original posted schedule as per Article 15.02.
- (c) The Employer will continue to rely on the Employee's completed Form until such time as the Employee submits a revised Form to the Employer pursuant to (b) above.
- (d) The Form must be submitted by the Employee to the Administrative Assistant at the HCRS Main Office where it will be date stamped.

3. Eighty (80) Hour Maximum

For greater clarity, an additional shift will not be assigned if it would result in the Employee being scheduled to work in excess of eighty (80) hours in the two (2) week period.

4. Assignment of Shifts

- (a) The Employer will assign Employees to the vacant shifts by seniority, in accordance with Paragraphs 1, 2 and 3 above, up to the Monday prior to each two (2) week schedule being posted.
- (b) Shifts filled in accordance with 4(a) above will be posted on the revised schedule.
- (c) A shift assigned by the foregoing process shall have the same contractual requirement as an Employee's regularly scheduled shift. For greater clarity, the Employee is required to report for work as he/she would for a regularly scheduled shift.
- (d) Shifts that remain vacant after the deadline referred to in Paragraph 4(a) above, or become vacant after the deadline, shall be offered to either Employees or Casuals in whatever manner the Employer deems necessary.

5. Summer Period: June 15 – September 15

- (a) Appendix 'F' does not apply from June 15th to September 15th.
- (b) Temporary summer position(s) will be posted to cover vacation leaves in the program area during the summer period.
- (c) Casuals will be employed to fill these position(s), providing there is no Employee applying for the Temporary summer position.
- (d) An Employee may only apply for a Temporary summer position for his/her program area if it is of more hours than his/her regular position.
- (e) An Employee filling a Temporary summer position must commit to be available for the duration of the Temporary summer position and, for greater clarity, is not eligible to take vacation leave.

6. Implementation

This Appendix will be implemented not later than sixty (60) days following the signing of the Collective Agreement.

7. Review

The parties agree to meet six (6) months following the implementation of Appendix 'F' to review and discuss any issues or concerns which may arise from the implementation of the procedure with a view to addressing any concerns identified by the parties. Additional meetings will be held if requested by either party.

LETTER OF UNDERSTANDING

Between

HIGHLAND COMMUNITY RESIDENTIAL SERVICES
The "Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2330

Re: Pension Plan

The Union and the Employer agree that within six (6) months of the signing of the Collective Agreement, a Committee shall be formed for the following purpose:

Purpose: to explore options for a defined benefit pension plan through Health Association Nova Scotia (HANS) or another suitable pension option.

The Committee will consist of three (3) members of CUPE and three (3) members of the management team.

The Committee may also seek any pension assistance that the Committee deems necessary.

DATED this 31 day of July, 2020.

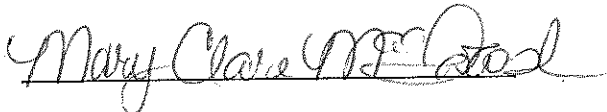
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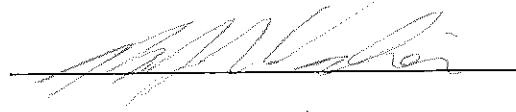
HIGHLAND COMMUNITY
RESIDENTIAL SERVICES

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330













MEMORANDUM OF UNDERSTANDING

Between

HIGHLAND COMMUNITY RESIDENTIAL SERVICES
The "Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2330

Re: Growing Regular Positions

Whereas the language in the current Collective Agreement restricts regular positions from increasing in size; and

Whereas there are occasional increases in the number of hours allotted to individual work locations, as provided by funding to the employer; and

Whereas the parties agree that creating larger positions is beneficial to both Parties;

Therefore, the Parties agree:

1. The Employer agrees to have CUPE Local 2330 President and/or the HCRS Site Representative, monitor the trial implementation of this Memorandum of Understanding.
2. The Employer will notify the Local 2330 President or Site Representative of any supplementary hours which are going to be utilized to grow positions.
3. HCRS and CUPE 2330 can withdraw from this Memorandum of Understanding with thirty (30) days written notice to terminate.
4. HCRS and CUPE 2330 agree that any changes resulting from this MOU would endure in the event of termination of this MOU.
5. The Memorandum of Understanding will supersede the posting of Article #13, when being utilized to grow positions. All other Articles of the Collective Agreement will prevail unless otherwise noted.
6. Seniority within the work location will be utilized in offering the newly available hours to grow current part time positions up to, but not exceeding, eighty (80) hours per pay period.
7. Positions will be grown on a temporary basis, subject to participant support requirements and needs of the roster cycle of shift patterns/rotations.

8. The original occupant of the root position that is to be grown will be offered the opportunity, regardless of whom is occupying the position.
9. After twelve (12) months, the attached supplementary hours will be made part of the regular position.
10. All correspondence for offering, accepting or refusing the offer of increased hours will be done in writing one to the other.
11. The Parties agree to review this Memorandum of Understanding periodically upon request of the other, with reasonable notice provided one to the other, with an outlook to improve.

DATED this 31 day of July, 2020.

SIGNED ON BEHALF OF:

**HIGHLAND COMMUNITY
RESIDENTIAL SERVICES**

[Signature]

Mary Anne McDonald

Cindy de Costa

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330**

Rose Best

[Signature]

Margie Dalry

cope491

MEMORANDUM OF UNDERSTANDING

Between

HIGHLAND COMMUNITY RESIDENTIAL SERVICES
The "Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2330

Re: New Programs

Whereas from time to time, the Employer has the opportunity to create new programs and increase the work force; and

This opportunity is beneficial to both parties.

Therefore, the Parties agree:

1. A new program will be defined as a new work location developed for a new participant(s) and with newly created positions.
2. Any new temporary position created, as a result of a new program, that exceeds twelve (12) months in duration, will be posted in accordance with the Collective Agreement. These postings will not exceed two (2) per quarter to maintain stability at the work location.
3. Postings will be done with highest number of hours being posted and filled first.
4. The Parties agree to review this Memorandum of Understanding periodically upon request of the other, with reasonable notice provided one to the other, with an outlook to improve.
5. HCRS and CUPE 2330 can withdraw from this Memorandum of Understanding with thirty (30) days written notice to terminate.

This Memorandum of Understanding will come into effect on the date of signing.

**MEMORANDUM OF UNDERSTANDING
RE: NEW PROGRAMS**

DATED this 31 day of July, 2020.

SIGNED ON BEHALF OF:

**HIGHLAND COMMUNITY
RESIDENTIAL SERVICES**

HE RW

Mary Clare McLeod

Cindy deCoste

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330**

Rose Best

MP Wilson

Margie Daley

cope491

MEMORANDUM OF UNDERSTANDING

Between

**HIGHLAND COMMUNITY RESIDENTIAL SERVICES
The "Employer"**

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2330

Re: Joint Provincial Pension Committee

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

The first meeting shall take place within sixty (60) days of the signing of this Collective Agreement.

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

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

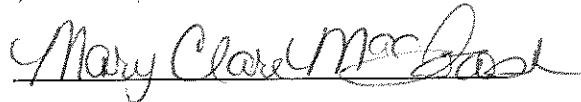
The Committee is an advisory one and as such does not have the power or authority to bind either the Union or the Employer(s) to any decisions or conclusions reached in its discussion.

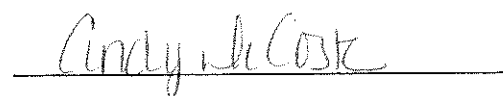
DATED this 31 day of July, 2020.

SIGNED ON BEHALF OF:

**HIGHLAND COMMUNITY
RESIDENTIAL SERVICES**







**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2330**



