

COLLECTIVE AGREEMENT

BETWEEN

BRETON ABILITY CENTRE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3513**

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 - PREAMBLE	4
ARTICLE 2 - MANAGEMENT RIGHTS.....	4
ARTICLE 3 - RECOGNITION AND NEGOTIATION.....	5
ARTICLE 4 - NO DISCRIMINATION	5
ARTICLE 5 - DEFINITIONS	5
ARTICLE 6 - CHECK-OFF AND UNION DUES	8
ARTICLE 7 - EMPLOYEE ORIENTATION.....	8
ARTICLE 8 - CORRESPONDENCE	8
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE	8
ARTICLE 10 - BARGAINING RELATIONS	9
ARTICLE 11 - GRIEVANCE	10
ARTICLE 12 - ARBITRATION.....	12
ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	13
ARTICLE 14 - SENIORITY.....	13
ARTICLE 15 - PROMOTIONS AND STAFF CHANGES	15
ARTICLE 16 - LAYOFFS AND RECALLS.....	17
ARTICLE 17 - HOURS OF WORK.....	18
ARTICLE 18 - OVERTIME	19
ARTICLE 19 - SHIFT WORK	20
ARTICLE 20 - WEEKEND PREMIUM.....	20
ARTICLE 21 - HOLIDAYS.....	20
ARTICLE 22 - VACATION.....	22
ARTICLE 23 - SICK LEAVE	23
ARTICLE 24 - LEAVE OF ABSENCE	25
ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES.....	28
ARTICLE 26 - JOB DESCRIPTION.....	29
ARTICLE 27 - NSAHO EMPLOYEE BENEFITS.....	29
ARTICLE 28 - JOB SECURITY	32
ARTICLE 29 - EMPLOYEE HEALTH & ALCOHOL/DRUG ABUSE	32

This Agreement made this 21st day of JANUARY, 2021, shall be effective from April 1, 2015 to March 31, 2021.

BETWEEN: BRETON ABILITY CENTRE
hereinafter called "the Employer".

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

hereinafter called the "Union".

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 operation.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

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. The language of this Collective Agreement should be read to reflect the generic, rather than masculine terms.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights - The management of the Employer's business and the employment, direction and supervision of the employees, including the transfer, promotion, layoff, suspension and discharge for proper cause, is vested exclusively in the Employer and management.

Causes of disagreement will be dealt with in accordance with Article 11 and 12 of this Agreement.

2.02 Not Discriminatory - The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of his employment except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes Local 3513, Canadian Union of Public Employees, as the sole collective bargaining agent for the employees described in Appendix "A" of this Agreement, as described in the Memorandum of Agreement regarding inclusions and as defined in Article 5, but excluding the positions of Social Worker, Accounting Clerk, Education/Quality Management Coordinator and Dietician.

3.02 All employees of the Employer, as a condition of continued employment shall become and remain members in good standing of the Union. All new employees shall, as a condition of employment, become and remain members in good standing in the Union upon commencement of employment.

3.03 No Employee shall be asked or permitted to make any verbal or written agreement, which may be contrary to the terms of this Agreement. This will not prevent a temporary arrangement which is acceptable to both the Employer and the Union.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union Shall Not Discriminate - The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of his membership or activity in the Union.

ARTICLE 5 - DEFINITIONS

5.01 1) **“Employer”**
is the Breton Ability Centre.

2) **“Union”**
is the Canadian Union of Public Employees, Local 3513.

- 3) **“Bargaining Unit”**
is employees of the Employer as defined by the Recognition provision of the Collective Agreement.
- 4) **“Employee”**
is a person appointed to a position in the bargaining unit.
- 5) **“Regular hours”**
are all regularly scheduled paid hours. Time worked as overtime, standby or callback as described in Articles 18 or 25 shall not qualify as regular hours.
- 6) **“Regular Employee”**
is an employee who occupies a regularly scheduled position and who has completed the probationary period.
- 7) **“Regular Full-Time Employee”**
is one who is regularly scheduled to work the standard hours in each two (2) week period as indicated in Article 17.
- 8) **“Regular Part-Time Employee”**
is one who is employed on a continuous basis but one who works less than the schedule of the regular full-time employee and has completed the probationary period of 528 hours or 66 working days, whichever comes first. The monetary benefits of this Agreement shall accrue on a proportionate basis to the number of regular hours worked.
- 9) **“Temporary Position”**
Is a temporary vacancy created by the prolonged absence of a regular employee from a regular position or a new position created for a specific term. If a temporary vacancy is known to exist for at least four (4) months or longer it shall be posted in accordance with Article 15.01. Temporary vacancies of less than four (4) months and temporary vacancies with an unknown duration may be filled by the Employer without posting. Term positions (e.g one to one supports) must be posted with a specific term with a maximum duration of twenty-four (24) months.

A Temporary Position (temporary vacancy or term position) may be terminated at any time at the sole discretion of the Employer. Any employee filling a Temporary Position shall revert to their previous position and status at the end of a Temporary Position.

A term position may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably denied.

A regular employee filling a Temporary Position continues to be regular employee. Earned benefits shall be accrued based on the hours worked in the Temporary Position.

The Employer will continue to fill temporary vacancies of less than four (4) months and temporary vacancies with an unknown duration by seniority to available Regular Part-time employees and available casual employees by following its current procedures.

10) "Casual"

is an employment relationship other than Regular or Temporary for a person who normally works on a day to day basis as required and is not scheduled by the Employer on the original schedule on a regular basis. The provisions of this Collective Agreement do not apply to Casual employees except for Articles: 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14 (re casual seniority), 17.01, 18, 19.01, 21.09, 25.01, 26, 30.01, Appendix 'A'. Effective the date of ratification, Article 19.02 and Article 20.01 will be extended to Casual employees.

11) "Probation" for Newly Hired Employees

A newly hired employee shall be on probation only for the first five hundred, twenty-eight (528) hours of employment. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

A probationary period may be extended by mutual agreement between the Union and the Employer.

12) "LTD Program"

means Nova Scotia Association of Health Organizations' Long Term Disability Program.

13) "Layoff"

means a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

ARTICLE 6 - CHECK-OFF AND UNION DUES

- 6.01 The Employer shall deduct from every employee any monthly dues or assessments which are uniformly required of all members of the bargaining unit and which are levied in accordance with the Union's constitution and by-laws.
- 6.02 Deduction shall be made from first the payroll of each month and shall be forwarded to the National Office of the Secretary-Treasurer of the Union, CUPE National, 21 Florence Street, Ottawa, Ontario, not later than the fifteenth (15th) day of the following month, accompanied by two (2) copies of the list of names from whose wages the deductions have been made.

ARTICLE 7 - EMPLOYEE ORIENTATION

- 7.01 Interviewing Opportunity – The President of the Local or their designate will be given thirty (30) minutes during the scheduled general orientation to meet with newly-hired members of for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Correspondence - All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO or her representative and the Secretary and President of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 Establishment of Committee - A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the client and to the public, and job security for the employees.
- 9.02 Function of Committee - 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 client and the public;
 - 3) promoting safety and sanitary practices;
 - 4) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);

- 5) correcting conditions causing grievances and misunderstandings.
- 9.03 Meetings of the Committee -The committee shall meet at least every two (2) months unless specifically requested by one of the parties. Agenda items are to be submitted one week before the meeting by both parties. The agenda will be circulated to the Union and the Employer at least forty-eight (48) hours prior to meeting in order to afford the parties time to research matters if necessary. Items not addressed in the agenda will not be placed on the table unless mutually agreed upon. If there are no items submitted for the agenda, there will be no meeting.
- 9.04 Record of Meeting - A record of the discussion of the meeting shall be prepared and circulated.
- 9.05 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

ARTICLE 10 - BARGAINING RELATIONS

- 10.01 Representation - The Employer shall not bargain with or enter into any agreement with an 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.
- 10.02 Union Bargaining Committee - A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees of the Committee.
- 10.03 Function of Bargaining Committee - All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 10.04 Representative of Canadian Union of Public Employees - The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to

investigate and assist in the settlement of a grievance, following notification to the Director or his appointed representative.

ARTICLE 11 - GRIEVANCE

- 11.01 Recognition of Union Stewards and Grievance Committee - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.
- 11.02 Names of Stewards - The Union shall notify the Employer in writing of the name of each Steward and the department(s) he represents and the name of the Chief Steward, before the Employer shall be required to recognize him, and the stewards shall constitute the Grievance Committee.
- 11.03 Permission to Leave Work - The Employer agrees that Stewards or their designates 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 each Steward or their designate is employed full time by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his Supervisor. Such permission will not be unreasonably denied.
- 11.04 Definition of Grievance - A grievance shall be defined as any dispute arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.
- 11.05 Settling of Grievances - An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP I

An aggrieved employee shall within seventy-two (72) hours of the occurrence of an incident giving rise to a grievance, discuss the grievance with the immediate management supervisor. The supervisor shall respond within two (2) working days of such discussion.

STEP II

If the grievance is not resolved in discussion noted above, the grievance shall be presented, in written form to the supervisor consulted in Step 1 within five (5) working days of the occurrence of the incident giving rise to the grievance. The

employee's shop steward may be present. The Employer shall respond in writing within five (5) working days of receipt of the grievance.

STEP III

If the grievance is not resolved at Step II it shall be submitted to the Director of the division within five (5) working days of receipt of the department head's response to Step II. The Director shall have five (5) working days to respond to the grievance.

STEP IV

If the grievance is not resolved at Step III, the Union shall, within ten (10) working days signify its intention to seek arbitration.

The Employer or the Union may request a meeting to discuss the grievance and such a request will not be unreasonably denied.

N.B. Working days shall include Monday to Friday inclusive.

- 11.06 Policy Grievance - Where a dispute involving a question of application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step I and II of this Article may be by-passed.
- 11.07 Grievance on Safety - An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.
- 11.08 Replies in Writing - Replies to grievances stating reasons shall be in writing beginning at Step II.
- 11.09 Preventative Mediation -The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a conciliation officer from the Nova Scotia Department of Labour.

Any discussions by the parties, or recommendations of the Mediator shall be made without prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding upon either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through mediation.

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 five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial Chairman. By mutual agreement the parties may submit the grievance to a sole arbitrator. In such cases, the provisions of Article 12 shall apply to the sole arbitrator as they would to an Arbitration Board.
- 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 Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 12.03 Board Procedure - The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.
- 12.04 Decision of the Board - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to 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 Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.
- 12.06 Expense of the Board - Each party shall pay:
1. The fees and expenses of the nominee it appoints.
 2. One-half (½) of the fees and expenses of the Chairman.
- 12.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties in writing. The time limits in this Agreement are not mandatory but merely discretionary.
- 12.08 Witnesses - At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 An employee who has completed his probationary period may be dismissed, but only for just cause.
- 13.02 The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, providing he has had no further disciplinary action during the eighteen (18) month period.
- 13.03 An employee, on written request, may be permitted to view his/her personnel file. References from outside the Employer will be withheld from the employee. Medical information will not be withheld from the employees.

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

- 13.04 The Employer agrees that no employee who is disabled and who is in receipt of benefits from the LTD Program or who will be in receipt of benefits on completion of the elimination period, will be terminated for innocent absenteeism except as otherwise provided in this Agreement.
- 13.05 Right to Have Steward Present - An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

ARTICLE 14 - SENIORITY

- 14.01 (a) Seniority Defined - Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, lay offs and recall, subject to the ability to do the job. Seniority shall operate on a bargaining-unit-wide basis.
- (b) Casual Seniority - Casual Employees will be placed on the seniority list for the purposes of call in for shift and job postings. Casual Seniority will be determined by date of hire or as may be amended by Memorandum of Agreement attached. Employees who are hired on the same day will have their names drawn by lot to determine seniority. First drawn will have the greatest seniority.

- (c) Casual Availability - Casual employees shall confirm to the Employer the extent of their availability for shifts. Casual employees who have indicated an availability to work may be offered shifts in accordance with operational requirements. Where the availability status of a Casual employee changes from that previously accepted by the Employer, the Casual employee must indicate the extent of the change of availability. Such change requires the approval of the Employer. Such approval shall not be unreasonably denied. Once a relief shift is accepted, the Casual employee is obligated to work. The Casual employee who does not report for work on the relief shift as offered and accepted shall not be entitled to any compensation for the relief shift.

- 14.02 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards (Small Options Homes, Best of Cape Breton) no later than March 31 of each year.

Should one or more employees allege an error in a seniority list, the Union must submit a written objection to the Employer detailing the alleged error(s) no later than April 30 of each year. Unless objected to, all seniority lists shall be deemed to be correct and accurate in all respects. If objected to, any resulting seniority list agreed upon by the Employer and the Union shall be deemed to be correct and accurate in all respects.

The Employer shall inform the Union of any resignations in writing to the Secretary and President of the Union.

- 14.03 Loss of Seniority - An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off less than one year, approved maternity leave or leave of absence approved by the Employer.

An employee shall lose his seniority and employment in the event:

1. He is discharged for just cause and is not reinstated.
2. He resigns in writing and does not withdraw within two (2) working days.
3. He is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
4. He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current

address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.

5. He is laid off for a period longer than two (2) years.
6. He has been approved for benefits under the LTD Program and has not returned to work within forty-eight (48) months after the time he commenced the elimination period specified in the LTD Program.

14.04 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit for a period of forty (40) working days, but will not accumulate any further seniority. Such employee shall have the right to return to their former or equivalent position and wage during this forty (40) day period. Such time may be amended by mutual consent of the Union and the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings - When a regular vacancy or a temporary vacancy of four (4) months or more occurs and is to be filled, or a new position is created within the bargaining unit, the Employer shall post notice of the position on a designated bulletin board (Small Options Homes, Best of Cape Breton) for a minimum of one (1) week, so that all members will know about the vacancy or new position.

15.02 Information on Postings - Such notice shall indicate the nature and duration of the position and the qualifications required and hours of work. Information with respect to wages, if not included in the posting will be available at the personnel office.

15.03 Management Rights - The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.

15.04 Trial Period - The successful applicant to a regular position shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the regular position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.05 A Regular Full-time employee appointed to a temporary position posted in accordance with Article 15.01 is required to complete the posted term of the temporary position and shall not be eligible to apply for any posting until the temporary position is completed. A Regular Full-time employee is only eligible to apply for another regular full-time position.

A Regular Part-time employee appointed to a temporary position posted in accordance with Article 15.01 is required to complete the posted term of the temporary position. A Regular Part-time employee is only eligible to apply for a regular full-time position or a regular part-time position that would provide for an increase or decrease in regular hours during the term of the temporary position.

A casual employee appointed to a temporary position posted in accordance with Article 15.01 is required to complete the posted term of the temporary position. A casual or temporary employee is only eligible to apply for a regular position during the term of the temporary position.

An employee who applies for and accepts a temporary vacancy shall have to complete the vacancy they applied for. In the event that the employee resigns or vacates the temporary vacancy the employee shall not be able to apply for a temporary vacancy for the remainder of the term or 4 months whichever is less.

15.06 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 and having the required qualifications in accordance with Article 15.02. The Employer will endeavour to make appointments from within the bargaining unit within three (3) weeks of posting. The job shall be filled within one week of appointment, if possible.

After vacations have been granted for the prime vacation period, as outlined in Article 22.05, the Employer shall continue to post and award vacancies. However, any successful applicant for a vacancy awarded after vacations have been granted shall, if applicable, be granted permanent status, but will not start the position until after the prime vacation period. The trial period shall commence when the employee start the position.

15.07 Promotions Requiring Higher Qualification - Consideration for promotion may be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee will be

given a trial period to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

- 15.08 Notification to Employee and Union - The Union shall be notified of all appointments, hirings, lay offs, transfers, recalls and terminations of employment.
- 15.09 Handicapped and Older Worker Provision - On request, the Employer shall provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness or handicap, an employee is unable to perform his/her normal duties. Such employee shall not displace an employee with more seniority.
- 15.10 When an employee is required to work at the higher paid position of a non-union employee he/she shall be paid at the next higher increment level of the position being replaced. An employee shall qualify to move to the next increment in accordance with the guidelines used by the Employer in non-union positions to move the employee to the next increment.
- 15.11 Payment of Temporary Transfer - Where an employee is temporarily assigned to perform work in a classification paying a lower rate than his own, while there is work available in his own classification, he shall be paid his regular rate.

When an employee is temporarily assigned to perform work in a classification paying a higher rate, he shall receive the rate for the higher classification.

- 15.12 When a regular or temporary vacancy becomes available through posting, casual employees shall have the right to apply on the posting but will not be considered until those regular full-time and regular part-time employees have been considered.

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 layoff employees shall be laid off in the reverse order of their seniority.

Employees shall be recalled in the order of their seniority.

- 16.02 No New Employees - No new employees shall be hired within the bargaining unit until those laid off have been given an opportunity of recall, subject to their ability to do the job.
- 16.03 Advance Notice of Layoff - Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to effective date of layoff except for layoff as a result of a labour dispute or for reasons beyond the Employer's control. If the employee had not had the

opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

16.04 Displacement

Any employee in receipt of a lay-off notice shall indicate in writing their preferred option within 24 hours of receipt of their lay-off notice. Where the employee has not chosen lay-off, the employee shall exercise their seniority beginning at any of the following options:

- i) be placed in any available vacancy which the Employer has determined is to be filled for which the employee possesses the requisite qualifications;
- ii) displace the most junior employee within the same classification; or
- iii) displace the most junior employee within another classification within the bargaining unit for which the employee possesses the requisite qualifications.

ARTICLE 17 - HOURS OF WORK

17.01 The normal hours of work for a full-time employee shall be eight (8) hours per day or average eighty (80) hours per two (2) week period. Each eight (8) hour shift shall include two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period.

17.02 Working Schedule -

1. Days off shall be consecutive and shall be planned in such a way as to equally distribute free weekends, wherever possible.
2. There shall be no split shifts.
3. The work schedule for each employee shall be posted in an appropriate place at least one (1) month in advance. Employees shall be notified of any change in the schedule once it is posted.
4. The Employer will provide employees access to the daily roster through Breton Ability Centre computers.

17.03 Paid Rest or Relief Periods - An employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of any shift in an area made available by the Employer.

17.04 Two employees within the same classification may request to exchange a day off or a scheduled shift. The Employer may grant such request subject to operational considerations.

17.05 Once the schedule has been posted any shifts which become available will be offered, by telephone and text message, first to the regular part time employees in accordance with their seniority, then to temporary part time employees in accordance with their seniority and then assigned to the casual employees on a rotating basis. Unless the shift to be filled starts within 24 hours of its becoming available, employees offered a shift will be given 15 minutes to respond to the offer.

ARTICLE 18 - OVERTIME

18.01 Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of 80 hours shall be compensated at a rate of one and one-half times (1.5 x) the employee's regular hourly rate for the overtime worked. An employee who works in excess of four (4) continuous hours overtime shall be compensated at a rate of two times (2 x) the employee's regular hourly rate for the overtime worked in excess of the first (1st) four (4) hours of overtime. Casual employees will be entitled to overtime

18.02 Payment for or Supply of Meals - An employee required to work more than twelve (12) continuous hours shall be provided with a meal or, if that is not possible, reimbursement up to ten dollars (\$10.00) upon submission of a receipt.

18.03 Overtime and call back shall be divided as equitably as is possible.

18.04 Minimum of Overtime - No employee shall be required to work overtime against his wishes when other employees are available to perform the required work.

18.05 Call Back Pay Guarantee - An employee who is called in to work outside his normal working hours shall be paid for four (4) hours at his regular rate or time and one-half (1.5) for all overtime worked, whichever is greater.

To qualify for this call back provision the employee is required to make a trip to and from the facility, outside the normal working hours.

18.06 Call In for Casuals - A casual employee called into work, shall receive a minimum of four (4) hours pay unless the Employer and the employee agree on fewer hours. This provision does not apply to meetings called by the Employer. If a regular, temporary, or casual employee is called to a meeting with the Employer, the Employer will pay the employee for the actual time spent in the meeting at the employee's regular rate of pay. Overtime, callback and premiums shall not apply to such time.

18.07 Time Off in Lieu of Overtime - Instead of cash payment for overtime, an employee may choose, by mutual agreement with the Employer, to receive time off at the appropriate overtime rate at a time mutually agreed. An employee shall

only be permitted to accumulate eighty (80) hours of overtime. The Employer has the right to pay out any overtime in excess of the eighty (80) hours.

18.08 Overtime Calculation - For the purpose of calculating overtime, the hourly rate will be determined by dividing the annual rate by 1958.

ARTICLE 19 - SHIFT WORK

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

Increase of thirty (30) cents (\$0.30) effective May 1, 2020.

An Increase of twenty (20) cents (\$0.20) effective on the last day of the agreement.

For clarification as of March 31, 2021 all employees shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

19.02 The shift premium shall not apply when calculating overtime, vacation pay, sick leave, holidays or other fringe benefits.

19.03 Rest Between Change of Shifts - The Employer will endeavor to provide at least twelve (12) hours rest between shifts.

ARTICLE 20 - WEEKEND PREMIUM

20.01 As of March 31, 2015, all employees shall receive a shift premium of \$1.75 per hour for all hours worked between midnight Friday to midnight Sunday.

An increase of thirty (30) cents (\$0.30) effective May 1, 2020.

An increase of twenty (20) cents (\$0.20) effective on the last day of the agreement.

For clarification as of March 31, 2021 all employees shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

ARTICLE 21 - HOLIDAYS

21.01 The Employer recognizes the following as paid holidays:

New Year's Day
Heritage Day
Good Friday
Easter Monday

First Monday in August
Labour Day
Thanksgiving Day
Remembrance Day

Victoria Day
July 1

Christmas Day
Boxing Day

- 21.02 Any day which is proclaimed a general holiday by the Federal or Provincial government or the Cape Breton Regional Municipality will be considered a holiday under Article 21.01.
- 21.03 In order to qualify for any of the holidays specified in Section 21.01, an employee must have worked his last scheduled work day and on the first scheduled work day following the holiday.
- 21.04 If a paid holiday falls during the vacation of an employee, the employee shall receive an additional day off.
- 21.05 Employees who work on a paid holiday shall be paid in addition to their regular pay, an additional day's pay or they may, by mutual consent, be given an extra day off.
- 21.06 Employees who are not scheduled to work on a paid holiday shall receive one (1) day's pay or another day off as scheduled.
- 21.07 (a) An employee shall have Christmas Eve commencing at 8:00 p.m. up until December 26th at 8:00 p.m. or New Year's Eve and New Year's Day off, providing the qualifying provisions of Article 21.03 have been fulfilled.
- (b) Employees shall submit their preference for Christmas or New Year's Day off by October 15 each year. The Employer shall notify employees on the status of their request by November 15. Granting of holiday requests are subject to the operational requirements of the home.
- (c) An employee shall only be able to accumulate eighty (80) hours of Holiday Leave Credits. The Employer has the right to pay out Holiday Leave Credits in excess of the eighty (80) hours. This provision is not applicable to a casual employee except a casual employee in a temporary position.
- 21.08 An employee who is scheduled to work on a holiday and is unable to report to work due to illness or injury shall receive sick leave pay for that day providing she has adequate sick leave credit and shall be granted eight (8) hours off at an alternate date mutually agreed upon. The alternate day will be taken within sixty (60) days of the holiday.
- 21.09 Casual employees who work on the calendar date of a paid holiday under Article 21.01 shall be compensated at the rate of one point five times (1.5x) their regular hourly rate for the hours worked provided that the casual employee has worked at least fifteen (15) days during the thirty (30) calendar day period preceding the date of the holiday.

21.10 Employees who work on a paid holiday shall be paid at the rate of one and one-half times (1.5 x) their regular pay for all hours worked. In addition, employees will receive additional time off with pay on an hour for hour basis for each hour worked. Such time off will be scheduled at a mutually agreeable time.

ARTICLE 22 - VACATION

22.01 An employee who has completed one (1) year or more but less than five (5) years of continuous service on May 1st each year shall be allowed one and one-half (1.5) days of vacation for each twenty-six (26) days of work in the previous year.

22.02 (a) An employee who has completed nine (9) years of continuous service on May 1st each year shall be allowed two (2) days of vacation for each twenty-six (26) days of work.

(b) An employee who has completed fifteen (15) years or more of continuous service on May 1st each year shall be allowed two and one-half (2.5) days of vacation for each twenty-six (26) days of work.

(c) Employees who have completed five (5) years of continuous service on May 1st each year but less than nine (9) years of continuous service on May 1st each year, shall be entitled to, in addition to the provisions of Article 22.01, one (1) additional day of vacation for each year of completed service beyond five (5) years to a maximum of four (4) weeks as provided in Article 22.02 (a).

22.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.

22.04 An employee who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis.

22.05 (a) Vacation will normally be scheduled between January 1 and December 31. Vacation will be granted in a manner that will least interfere with the operation of Breton Ability Centre. The final decision will be the prerogative of management.

(b) Employees shall submit vacation requests for the prime vacation period of July 1 – September 10 by April 1st of each year. The Employer shall notify employees of the status of these requests by May 1st. Employees may request up to a maximum of four (4) calendar weeks of vacation during this period. Vacation in the prime vacation period may be taken in one or two blocks of time. Preference for vacation time will be on the basis of

seniority. Granting of vacation is subject to the operational requirements of the Centre.

- (c) Vacation requests for time outside of the prime vacation period will be granted on a first come first serve basis. The Employer shall notify employees of the status of their requests within fourteen (14) days after the request is submitted. Granting of vacation is subject to the operational requirements of the Centre.

22.06 For the purpose of calculating the number of days vacation pay to which an employee is entitled, vacation days with pay, sick leave days with pay, statutory holidays with pay, compassionate leave days with pay, workers' compensation (up to a maximum of one (1) year) shall be considered days worked.

22.07 No employee shall be required to work during his scheduled vacation period. However, should an employee agree to work when requested during his scheduled vacation, he shall be paid at double the regular rate of pay, plus one (1) vacation lieu day off for each day in which he performed any work.

22.08 An employee entitled to three weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within any of the following five vacation years at the rate of pay prevailing when the vacation is taken.

22.09 Casual Benefits - In lieu of benefits provided to regular employees under the collective agreement casual employees shall be compensated with a supplementary payment equal to 6% of their earnings in each biweekly period. This payment represents 4% for vacation and 2% for all other benefits. However; a casual employee may indicate their preference to have their vacation accrual (4%) as paid time off in lieu of the above.

ARTICLE 23 - SICK LEAVE

23.01 Sick Leave Defined

- i) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and shall be payable from the first day of illness.
- ii) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if he is not otherwise receiving pay for that day, and providing he has sufficient sick leave credits.

- 23.02 Annual Paid Sick Leave - Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1.5) days for each twenty-two (22) regular days paid an employee is employed following the probationary period.
- 23.03 Maximum Accumulation of Sick Leave - The unused portion of an employee's sick leave shall accrue for his future benefits to a maximum of one hundred fifty (150) days.
- 23.04 Deductions from Sick Leave - A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. Absence on account of illness for less than half (1/2) a day shall not be deducted.
- 23.05 Proof of Illness - An employee may be required to produce a certificate from a medical practitioner for any illness certifying that he was unable to carry out his duties due to illness.

When an employee is deemed by their physician to be ready to return to work from long-term extended illness, i.e., ten working days, the employee will endeavour to give two weeks notice of return to work. Once the employee has notified the Employer of the intention to return to work, the Employer will provide a job routine form to the employee which outlines the job routines of the position occupied which the employee will take to their attending physician to be "evaluated as to whether or not the employee is able to perform the duties of their position as outlined in the form given to the employee's attending physician to be filled out. Any medical expenses not covered by M.S.I. incurred by the employee as a result of the request by the Employer will be paid by the Employer.

In addition the Employer may require a job routine form evaluation by the attending physician of the employee on long term illness at any time during the long term illness.

The Employer will only require medical certificates for short term illness in excess of five (5) days or if the Employer has a reasonable suspicion of misuse of sick leave by an employee.

- 23.06 Sick Leave Records - On February 28th of each year the Employer shall circulate to every employee the amount of their sick leave accrual. An employee who is not in agreement with the accounting of their sick leave accrual will notify the employer in writing of same within thirty (30) days of circulation.
- 23.07 Illness in the Family, Preventative Medical, Dental Care
Employees will be permitted leave of absence up to a maximum of forty (40) hours per calendar year to attend to personal, preventative medical or dental care or illness in the family. Employees shall endeavour to arrange appointments

on off-duty hours. Where it is established by the employee that the time must occur and the employee has sick leave credits sufficient for the time absent such time off with pay shall be deducted from sick leave credits.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Negotiation Pay Provisions - Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

24.02 Leave of Absence for Union Functions - Upon request, subject to the requirements of the Employer, an employee elected or appointed to represent the Union at conventions, or to attend meetings of CUPE, its affiliated or chartered bodies, shall be eligible for leave of absence without pay to attend such conventions or meetings. The Union will endeavour to give two weeks notice to the Employer.

24.03 Leave of Absence for Full-Time Union or Public Duties

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, with two weeks notice to the employer, upon written request, the Employer may allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.

(b) An employee who is elected to public office may be allowed leave of absence without loss of seniority during his term of office.

(c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during his term of office.

24.04 Bereavement Leave - If a death occurs in the immediate family of an employee while the employee is at work, the employee shall be granted leave with pay for the remainder of the shift. Bereavement leave granted under the following provisions shall commence at midnight of the day of the death.

An employee shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of death of parent, spouse, common-law spouse, brother, sister, child, grandchild, mother-in-law, father-in-law, step-child, step-parents, step sister/brother. Where the burial occurs outside the Province, such leave may also include reasonable traveling time not to exceed a total of seven (7) days' leave. Bereavement leave is granted to the employee for the purpose of attending the funeral and other related matters of the deceased relative. To be eligible for bereavement leave in accordance with Article 24.03 the relationship must be a current relationship at the time of the death.

Three (3) consecutive days bereavement leave shall be granted to an employee to attend the funeral of a grandparent, providing such day is a scheduled work day.

Up to two (2) days bereavement leave shall be granted to an employee to attend the funeral of a brother-in-law or sister-in-law providing such day is a scheduled work day.

One (1) day bereavement leave shall be granted to an employee to attend the funeral of an aunt or uncle, providing such day is a scheduled work day.

Employees shall be paid their regular rate of pay for those shifts which were regular scheduled days of work during the period of bereavement leave.

If an employee is on vacation at the time of the bereavement leave, the employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits. An employee who would be on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.

Where the interment or memorial service is not held with the allotted days immediately following the death of a family member whom an employee is entitled to receive five (5) days' bereavement leave and that there is subsequently an interment or memorial service which falls on a work day, the employee shall be entitled to bank one (1) of the days referred to and take the day at a later time for the purpose of attending the service, provided that the day is taken within six (6) months of the death.

- 24.05 (a) Pregnancy Leave - An employee who has completed the probationary period and has one year of continuous service from the date of employment shall be entitled to pregnancy leave without pay. Pregnancy leave may be taken in conjunction with Parental leave but the combined leave shall not exceed seventy-eight (78) weeks.

Pregnancy leave of absence may commence at any time after the beginning of the seventh month of pregnancy and may be for a period of up to seventeen (17) weeks.

Employees shall return to their former or equivalent position following a two (2) week notification to the Employer indicating the date of return.

Where such return is to be at a time less than six (6) weeks post delivery, a certificate from a legally qualified physician indicating the employee's ability to perform the requirements of the job must be submitted.

The Employer retains the right to require an employee to commence a maternity leave of absence without pay at any time that the duties of her position cannot reasonably be performed or the performance of the employee's work is materially affected by the pregnancy.

Seniority Status During Pregnancy Leave - While on pregnancy leave, an employee shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement.

(b) Parental Leave

The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent covered by Article 24.05 (a), shall begin on such a date coinciding with or after the birth of the child as the employee determines, and shall end not later than seventy-eight (78) weeks after the parental leave began.

(c) Adoption Leave - Upon request, the Employer shall grant an employee with a minimum of one (1) year service, a leave of absence without pay to adopt a child. The length of the leave shall be the greater of the minimum time required by the Adoption Agency or the *Labour Standards Code*.

24.06 Education Leave - An employee shall be entitled to leave of absence with pay to a maximum of twenty-four (24) hours and without loss of seniority and benefits to write examinations to up-grade his employment qualifications.

24.07 General Leave - An employee may be entitled to leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

24.08 Jury Duty - Witness Duty - Leave of absence with pay shall be given to every employee who is required to serve on a jury or who is subpoenaed as a witness and shall have deducted from his salary an amount equal to the amount the employee receives for such duty. Such employee will be expected at all times, to keep the Employer advised as to the dates and times that he is required to serve as either a juror or witness.

24.09 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.

24.10 Military Leave

An Employee who is called to serve Military Leave shall be allowed leave of absence without pay during their terms of service for a maximum of up to two (2) years.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

- 25.01 Pay days - Pay day shall normally be once each two (2) week period and normally occur on Thursday.

The Employer shall pay salaries and wages bi-weekly for the current two weeks in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

When a holiday falls in a pay week, on either Thursday or Friday, employees will receive their pay one (1) banking day prior to the Holiday.

If there is an error of at least \$50.00 (before deductions) in the employee's pay cheque a cheque will be made for the employee within one (1) business day. All other errors will be corrected on the employee's next regular pay day.

- 25.02 Vacation Pay - An employee may, upon giving at least two (2) weeks notice, receive on the last office day preceding commencement of his annual vacation, any pay which may fall due during the period of vacation.

- 25.03 Stand By - An employee required by the Home to be on "Stand By" (i.e. immediately available by telephone) shall be paid an allowance of Seven Dollars (\$7.00) for each twenty-four (24) hours on stand by.

An employee "called back" to work shall receive a minimum of four (4) hours pay or time and one-half (1.5) regular pay, whichever is greater.

- 25.04 Meal Cost - The Employer agrees to maintain meal charges to a minimum consistent with costs and the directives of the Department of Social Services.

- 25.05 An employee who is called back to the Home from stand by or who, because of a requirement to work overtime must leave work or return to work between 0030 hours and 0600 hours shall be paid a transportation allowance of Four Dollars (\$4.00).

25.06 Any employee who is required to use their automobile for Employer business is to be reimbursed at the government payable rate of kilometrage.

ARTICLE 26 - JOB DESCRIPTION

26.01 Employees shall be permitted to provide the Employer with information about their job which shall be considered in the development or revision of a job description.

Employees shall have access to job descriptions.

ARTICLE 27 - NSAHO EMPLOYEE BENEFITS

27.01 The Employer agrees to maintain the present Group Life Insurance and Pension Plan during the life of this Agreement.

The Employer shall pay Sixty-Five Percent (65%) of the cost of premiums of the N.S.A.H.O. Blue Cross or its equivalent. This provision shall apply to employees who agree to pay the other Thirty-Five Percent (35%) of the premiums.

This provision for a 65%/35% cost sharing formula does not apply to premiums for AD&D, life insurance, dental coverage, LTD or any other existing benefit plan (other than a group health benefit plan).

27.02 Retirement Allowance - An employee who is retired or who is about to be retired because of age, or mental or physical incapacity, as prescribed by the Canada Pension Plan or the Nova Scotia Health Employees Pension Plan (NSHEPP), shall be granted a Retirement Allowance, the equivalent of:

- a) one-half (1/2) month's pay, if he has been employed for three (3) years but less than ten (10) years;
- b) one (1) month's pay, if he has been employed for ten (10) years but less than fifteen (15) years;
- c) two (2) months' pay, if he has been employed for fifteen (15) years but less than twenty (20) years;
- d) three (3) months' pay, if he has been employed for twenty (20) years but less than twenty-five (25) years;
- e) four (4) months' pay, if he has been employed for twenty-five (25) years but less than thirty (30) years;
- f) five (5) months' pay, if he has been employed for thirty (30) or more years.

The salary which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of his employment.

Employment shall be pro rated.

The benefit shall cease to accumulate (where applicable) and be frozen effective March 31, 2015. This is in accordance with the requirements under the *Public Service Sustainability Act (2015)*. Nothing herein changes upon the future official exemption of the Employer from the *Public Service Sustainability Act (2015)*. The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the *Public Service Sustainability Act (2015)* and that this shall in no way be construed as the Union accepting, or in any way admitting to the constitutionality of Bill 148 in whole or in part.

27.03 Long Term Disability - The Employer and the Union agree to include all employees of the bargaining unit as participants in the LTD Program. Terms and conditions for participation of each employee in the LTD Program as well as the payment of benefits shall be determined by the LTD Program. During the first eighteen months of LTD the Employer agrees to maintain the cost-sharing of applicable benefits as outlined in Article 27.01 as long as the employee is willing to contribute their share of the premiums. Employees shall be responsible for making arrangements suitable to the Employer for the payment of such premiums. Following the first eighteen (18) month period employees shall be required to pay both portions of the applicable benefit premiums if they wish to maintain benefit coverage.

- i) Should an employee in receipt of Long Term Disability benefits cease to be disabled within twenty-four (24) months of the date that he or she commenced the elimination period specified in the LTD Program and provided he is able to perform his full job, such employee shall have a right to return to his former or equivalent position with the hospital. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining an employee's suitability for reinstatement.
- ii) An employee in receipt of Long Term Disability benefits who ceases to be disabled more than twenty-four (24) months after the commencement of the elimination period but less than forty-eight (48) months after commencing the elimination period, as specified in the LTD Program, shall be entitled to lay-off status with the organization for which he or she is employed for the balance of the forty-eight (48) month period. Subject to the terms of this Collective Agreement, such employee shall be eligible to be recalled should a vacancy in the bargaining unit arise for which the employee has the requisite skills and qualifications.

- iii) An employee who continues to be disabled and in receipt of Long Term Disability benefits for more than forty-eight (48) months after the time he or she commenced the elimination period specified in the LTD Program, shall be considered terminated and shall forfeit all rights to further employment with the Employer.
- iv) Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of one hundred and fifty (150) working days shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the employee not return to work with the Employer they shall forfeit all claims to such sick leave.

27.04 Workers' Compensation

- 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. A Casual Employee will be entitled to the supplement to the extent that he or she has sick leave credits banked.
- b) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan, group life insurance and pension plan 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 work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 28 - JOB SECURITY

- 28.01 The Employer shall not contract out work of the bargaining unit, if to do so would cause undue or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment or have their hours of work reduced as a result of the Employer contracting out work.
- 28.02 The Employer shall endeavour to minimize the adverse affects on employees of a technological change.

ARTICLE 29 - EMPLOYEE HEALTH & ALCOHOL/DRUG ABUSE

- 29.01 Where the Employer requires an employee to undergo a specific medical examination and/or diagnostic test, any costs for those services not covered by M.S.I. will be borne by the Employer.
- 29.02 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees to undergo a coordinated program directed at the objective of their rehabilitation.
- 29.03 Health & Safety - Within fifteen (15) days of the signing the Collective Agreement, the parties agree to establish a Home-wide health and safety committee. It will be the responsibility of this Committee to identify situations which are alleged to present a hazard to an employee's health and safety and to recommend how such hazards may realistically be reduced or eliminated.
- 29.04 Employee Assistance Programme (EAP)
The Employer agrees to continue the EAP.

ARTICLE 30 - CLOTHING ALLOWANCE

- 30.01 Where uniforms are required by the Employer, such uniforms will be supplied at no expense to the employee.
- 30.02 \$125 for full-time employees who actually work dietary
 \$75 for part-time or casual employees who actually work dietary

ARTICLE 31 - IN-SERVICE EDUCATION

31.01 General Workers may take in-services where seats are available, which may be provided by the Employer which may not be necessary for their immediate work. It is understood that any in-service which the employee may attend during their regular work hours will be with the consent of their immediate supervisors and will not interfere with their regularly scheduled work. If an employee is able to take an in-service during their regularly scheduled work time, the employee will suffer no loss of regular wages. It is understood that a 'general worker' may at their own discretion attend any in-service provided by Braemore Home on their days off, provided there are seats available, and that it is further understood that employees will not be paid for attending in-services which are not necessary for their immediate work.

ARTICLE 32 - GENERAL CONDITIONS

32.01 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 the prior written consent of the employee concerned, unless under issue of subpoena or by law.

32.02 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/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 his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

32.03 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of reference on request.

32.04 Communication to Members

Union representatives are entitled to distribute union literature and to convene union meetings on the Employer's premises during non-working hours subject to management's approval.

ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS

33.01 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

33.02 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 existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

33.03 Cook Responsibility Pay

In the absence of a Management Supervisor, the Cook will receive a premium of seventy cents (\$0.70) per hour for each hour worked when assigned the added responsibility by the Employer.

ARTICLE 34 - COPIES OF AGREEMENT

34.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall print, with a 50/50 cost arrangement with the Union, sufficient copies of the agreement in booklet form in a Union Shop within thirty (30) days of signing.

ARTICLE 35 - TERMS OF AGREEMENT

35.01 The Agreement shall be in effect for the period commencing April 1, 2015 and ending March 31, 2021 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

35.02 Change in Agreement

Changes to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

35.03 Wages for all employees shall be retroactive to April 1, 2015, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the employer notice within 30 days of the signing of this Agreement.

ARTICLE 36 – NEW CLASSIFICATIONS

36.01 When a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the new classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their duly authorized officers this the *21st* day of *JANUARY*, 2021.

**FOR THE EMPLOYER:
BRETON ABILITY CENTRE**

[Signature]

Barbara Breen

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3513**

L. V. DE ROS

Robert Hanco

James Gilliam

Karen McMillin

APPENDIX "A"
Wages
April 1, 2015 – April 1, 2018

Note: All amounts are approximate.
All annual amounts are based on 2080 hours.

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15	Apr.01-15	Apr.01-16	Apr.01-16	Apr.01-17	Apr.01-17	Apr.01-18	Apr.01-18
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
RCW	Probationary Rate	\$18.6478	\$38,787	\$18.6478	\$38,787	\$18.6478	\$38,787	\$18.8343	\$39,175	\$19.1168	\$39,763
	Regular Rate	\$18.9648	\$39,447	\$18.9648	\$39,447	\$18.9648	\$39,447	\$19.1544	\$39,841	\$19.4417	\$40,439
General Worker (Food Services)	Probationary Rate	\$15.3110	\$31,847	\$15.3110	\$31,847	\$15.3110	\$31,847	\$15.4641	\$32,165	\$15.6961	\$32,648
	Regular Rate	\$15.5713	\$32,388	\$15.5713	\$32,388	\$15.5713	\$32,388	\$15.7270	\$32,712	\$15.9629	\$33,203
General Worker (Laundry)											
General Worker (Housekeeping)											
Staff Cook	Probationary Rate	\$19.3260	\$40,198	\$19.3260	\$40,198	\$19.3260	\$40,198	\$19.5193	\$40,600	\$19.8121	\$41,209
	Regular Rate	\$19.6546	\$40,881	\$19.6546	\$40,881	\$19.6546	\$40,881	\$19.8511	\$41,290	\$20.1489	\$41,910

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Maintenance I	Probationary Rate	\$19.3271	\$40,200	\$19.3271	\$40,200	\$19.3271	\$40,200	\$19.5204	\$40,602	\$19.8132	\$41,211
	Regular Rate	\$19.6543	\$40,881	\$19.6543	\$40,881	\$19.6543	\$40,881	\$19.8508	\$41,290	\$20.1486	\$41,909
Journeyman Cook	Probationary Rate	\$21.1199	\$43,929	\$21.1199	\$43,929	\$21.1199	\$43,929	\$21.3311	\$44,369	\$21.6511	\$45,034
	Regular Rate	\$21.4790	\$44,676	\$21.4790	\$44,676	\$21.4790	\$44,676	\$21.6938	\$45,123	\$22.0192	\$45,800
Maintenance IV (Carpenter)	Probationary Rate	\$23.3616	\$48,592	\$23.3616	\$48,592	\$23.3616	\$48,592	\$23.5952	\$49,078	\$23.9491	\$49,814
	Regular Rate	\$23.7588	\$49,418	\$23.7588	\$49,418	\$23.7588	\$49,418	\$23.9964	\$49,912	\$24.3563	\$50,661
Maintenance IV (Plumber)											

				% Increase:	0.00%	% Increase:	0.00%	% Increase:	1.00%	% Increase:	1.50%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Life Skills Worker	Probationary Rate	\$24.0679	\$50,061	\$24.0679	\$50,061	\$24.0679	\$50,061	\$24.3086	\$50,562	\$24.6732	\$51,320
Independent Living Coach	Regular Rate	\$24.4771	\$50,913	\$24.4771	\$50,913	\$24.4771	\$50,913	\$24.7219	\$51,422	\$25.0927	\$52,194
Office Supports/Clinical Records	Step One	\$17.79	\$36,995	\$17.7861	\$36,995	\$17.7861	\$36,995	\$17.9640	\$37,365	\$18.2335	\$37,925
	Step Two	\$18.90	\$39,306	\$18.8971	\$39,306	\$18.8971	\$39,306	\$19.0861	\$39,699	\$19.3724	\$40,295
	Step Three	\$20.01	\$41,619	\$20.0091	\$41,619	\$20.0091	\$41,619	\$20.2092	\$42,035	\$20.5123	\$42,666
	Step Four	\$21.12	\$43,932	\$21.1212	\$43,932	\$21.1212	\$43,932	\$21.3324	\$44,371	\$21.6524	\$45,037
	Step Five	\$22.23	\$46,244	\$22.2327	\$46,244	\$22.2327	\$46,244	\$22.4550	\$46,706	\$22.7918	\$47,407

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Stores Clerk	Probationary Rate	\$19.1065	\$39,741	\$19.1065	\$39,741	\$19.1065	\$39,741	\$19.2976	\$40,139	\$19.5871	\$40,741
	Regular Rate	\$19.4313	\$40,417	\$19.4313	\$40,417	\$19.4313	\$40,417	\$19.6256	\$40,821	\$19.9200	\$41,434

				% Increase: 1.50%	
Classification		Sept.19-17 Hourly Rate	Sept.19-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Therapeutic Recreation Assistant	Probationary Rate	\$20.7378	\$43,135	\$21.0489	\$43,782
	Regular Rate	\$21.0900	\$43,867	\$21.4064	\$44,525
Learning and Employment Teacher	Probationary Rate	\$24.1007	\$50,129	\$24.4622	\$50,881
	Regular Rate	\$24.5100	\$50,981	\$24.8777	\$51,746

Classification		Sept.19-17 Hourly Rate	Sept.19-17 Approx. Annual Rate	% Increase: 1.50%	
				Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Graphic Designer	Probationary Rate	\$21.0328	\$43,748	\$21.3483	\$44,404
	Regular Rate	\$21.3900	\$44,491	\$21.7109	\$45,159
Learning and Employment Cook	Probationary Rate	\$21.1115	\$43,912	\$21.4281	\$44,570
	Regular Rate	\$21.4700	\$44,658	\$21.7921	\$45,327
Operations Associate	Probationary Rate	\$22.1243	\$46,018	\$22.4561	\$46,709
	Regular Rate	\$22.5000	\$46,800	\$22.8375	\$47,502

APPENDIX "A"
Wages
March 31, 2019 – March 31, 2021

Note: All amounts are approximate.
All annual amounts are based on 2080 hours.

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
RCW	Probationary Rate	\$19.2124	\$39,962	\$19.5006	\$40,561	\$19.5981	\$40,764	\$19.8921	\$41,375	\$19.9916	\$41,582
	Regular Rate	\$19.5389	\$40,641	\$19.8320	\$41,251	\$19.9312	\$41,457	\$20.2302	\$42,079	\$20.3314	\$42,289
General Worker (Food Services)	Probationary Rate	\$15.7746	\$32,811	\$16.0112	\$33,303	\$16.0913	\$33,470	\$16.3327	\$33,972	\$16.4144	\$34,142
	Regular Rate	\$16.0427	\$33,369	\$16.2833	\$33,869	\$16.3647	\$34,039	\$16.6102	\$34,549	\$16.6933	\$34,722
General Worker (Laundry)											
General Worker (Housekeeping)											
Staff Cook	Probationary Rate	\$19.9112	\$41,415	\$20.2099	\$42,036	\$20.3109	\$42,247	\$20.6156	\$42,880	\$20.7187	\$43,095
	Regular Rate	\$20.2496	\$42,119	\$20.5533	\$42,751	\$20.6561	\$42,965	\$20.9659	\$43,609	\$21.0707	\$43,827

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19	Mar.31-19	Apr.01-19	Apr.01-19	Mar.31-20	Mar.31-20	Apr.01-20	Apr.01-20	Mar.31-21	Mar.31-21
		Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Maintenance I	Probationary Rate	\$19.9123	\$41,417	\$20.2110	\$42,039	\$20.3121	\$42,249	\$20.6168	\$42,883	\$20.7199	\$43,097
	Regular Rate	\$20.2493	\$42,119	\$20.5530	\$42,751	\$20.6558	\$42,964	\$20.9656	\$43,609	\$21.0704	\$43,827
Journeyman Cook	Probationary Rate	\$21.7594	\$45,259	\$22.0858	\$45,938	\$22.1962	\$46,168	\$22.5291	\$46,861	\$22.6417	\$47,095
	Regular Rate	\$22.1293	\$46,029	\$22.4612	\$46,719	\$22.5735	\$46,953	\$22.9121	\$47,657	\$23.0267	\$47,895
Maintenance IV (Carpenter)	Probationary Rate	\$24.0688	\$50,063	\$24.4298	\$50,814	\$24.5519	\$51,068	\$24.9202	\$51,834	\$25.0448	\$52,094
	Regular Rate	\$24.4781	\$50,914	\$24.8453	\$51,678	\$24.9695	\$51,937	\$25.3440	\$52,716	\$25.4707	\$52,979
Maintenance IV (Plumber)											

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Life Skills Worker	Probationary Rate	\$24.7966	\$51,577	\$25.1685	\$52,351	\$25.2943	\$52,612	\$25.6737	\$53,402	\$25.8021	\$53,669
Independent Living Coach	Regular Rate	\$25.2182	\$52,455	\$25.5965	\$53,241	\$25.7245	\$53,508	\$26.1104	\$54,310	\$26.2410	\$54,582
Office Supports/Clinical Records	Step One	\$18.3247	\$38,115	\$18.5996	\$38,687	\$18.6926	\$38,880	\$18.9730	\$39,463	\$19.0679	\$39,661
	Step Two	\$19.4693	\$40,496	\$19.7613	\$41,103	\$19.8601	\$41,309	\$20.1580	\$41,929	\$20.2588	\$42,138
	Step Three	\$20.6149	\$42,879	\$20.9241	\$43,522	\$21.0287	\$43,740	\$21.3441	\$44,396	\$21.4508	\$44,618
	Step Four	\$21.7607	\$45,262	\$22.0871	\$45,941	\$22.1975	\$46,171	\$22.5305	\$46,863	\$22.6432	\$47,098
	Step Five	\$22.9058	\$47,644	\$23.2494	\$48,359	\$23.3656	\$48,601	\$23.7161	\$49,330	\$23.8347	\$49,576

		% Increase: 0.50%		% Increase: 1.50%		Wage Adjustment		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Jan.10-20 Hourly Rate	Jan.10-20 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Stores Clerk	Probationary Rate	\$19.6850	\$40,945	\$19.9803	\$41,559	\$21.8614	\$45,458	\$21.9707	\$45,685	\$22.3003	\$46,370	\$22.4118	\$46,602
	Regular Rate	\$20.0196	\$41,641	\$20.3199	\$42,265	\$22.2327	\$46,244	\$22.3439	\$46,475	\$22.6791	\$47,172	\$22.7925	\$47,408

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Therapeutic Recreation Assistant	Probationary Rate	\$21.1541	\$44,001	\$21.4714	\$44,661	\$21.5788	\$44,884	\$21.9025	\$45,557	\$22.0120	\$45,785
	Regular Rate	\$21.5134	\$44,748	\$21.8361	\$45,419	\$21.9453	\$45,646	\$22.2745	\$46,331	\$22.3859	\$46,562
Learning and Employment Teacher	Probationary Rate	\$24.5845	\$51,136	\$24.9533	\$51,903	\$25.0781	\$52,162	\$25.4543	\$52,945	\$25.5816	\$53,209
	Regular Rate	\$25.0021	\$52,004	\$25.3771	\$52,784	\$25.5040	\$53,048	\$25.8866	\$53,844	\$26.0160	\$54,113

Classification		% Increase: 0.50%		% Increase: 1.50%		Wage Adjustment		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Nov.18-19 Hourly Rate	Nov.18-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Graphic Designer	Probationary Rate	\$21.4550	\$44,626	\$21.7768	\$45,296	\$25.1685	\$52,351	\$25.2943	\$52,612	\$25.6737	\$53,402	\$25.8021	\$53,669
	Regular Rate	\$21.8195	\$45,384	\$22.1468	\$46,065	\$25.5965	\$53,241	\$25.7245	\$53,508	\$26.1104	\$54,310	\$26.2410	\$54,582
Learning and Employment Cook	Probationary Rate	\$21.5352	\$44,793	\$21.8582	\$45,465	\$25.1685	\$52,351	\$25.2943	\$52,612	\$25.6737	\$53,402	\$25.8021	\$53,669
	Regular Rate	\$21.9011	\$45,554	\$22.2296	\$46,237	\$25.5965	\$53,241	\$25.7245	\$53,508	\$26.1104	\$54,310	\$26.2410	\$54,582
Operations Associate	Probationary Rate	\$22.5684	\$46,942	\$22.9069	\$47,646	\$25.1685	\$52,351	\$25.2943	\$52,612	\$25.6737	\$53,402	\$25.8021	\$53,669
	Regular Rate	\$22.9517	\$47,740	\$23.2960	\$48,456	\$25.5965	\$53,241	\$25.7245	\$53,508	\$26.1104	\$54,310	\$26.2410	\$54,582

Classification	Nov.18-19 Hourly Rate	Nov.18-19 Approx. Annual Rate	% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
			Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Social Enterprise, Retail Associate	\$13.5000	\$28,080	\$13.5675	\$28,220	\$13.7710	\$28,644	\$13.8399	\$28,787

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

PROBATIONARY RATE

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

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

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

NOW THEREFORE the Parties agree as follows:

1. Where the existing classification contains one rate of pay, the existing rate shall become the "Probationary Rate" for that classification on October 31, 2011.
2. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
3. Employees who have completed the probationary period shall be paid a rate that is 1.7% higher than the Probationary Rate.
4. Where the existing classification contains more than one step, the existing entry rate shall become the Probationary Rate for that classification.
5. Employees serving the probationary period as outlined in the collective agreement on or after October 31, 2011 shall be paid the Probationary Rate.
6. The existing steps shall be increased by 1.7%.
7. Employees who have completed the probationary period shall be placed on the same step of the scale.
8. This Probationary Rate MOA applies to all classifications with the exception of the following:

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

DATED this 21st day of January, 2021.

FOR THE EMPLOYER:

Steph Munnay
Barbara Brown

FOR THE UNION:

A. L. VANCE
Robert Hester
James Gilman
Karen M. Mullin

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

-and-


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

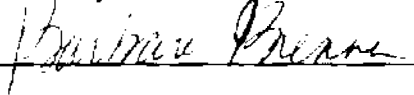
The Parties to this Agreement agree to amend Article 14.01(b) as follows:

Casual seniority shall be determined by date of hire. However, in order to maintain that seniority date, the employee must work a minimum of twenty-five (25) shifts for the period beginning November 1st to April 30th and forty (40) shifts for the period beginning May 1st to October 31st. In the event these shifts are not met in any period, the Employer shall inform the employee by letter with a copy to the Union that their seniority date will change at the end of the next period. On May 1st and November 1st of each year, those employees who have not worked the shifts as required above shall be placed at the bottom of the seniority list according to the number of shifts worked, ie: the fewer the shifts worked, the lower the ranking. The Parties acknowledge that there may be extenuating circumstances including, but not limited to reasons such as a lengthy illness, pregnancy leave, and other personal circumstances that may prevent the employee from working the required shifts. In such cases, the seniority shall not be altered. For greater certainty, employment with other employers would not qualify as an extenuating circumstance.

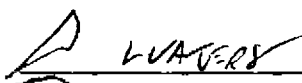
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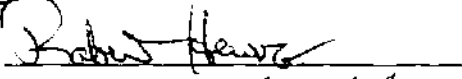
FOR THE EMPLOYER:

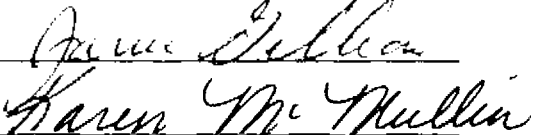




FOR THE UNION:







MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

-and-


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

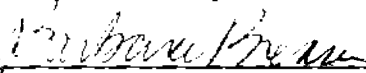
Overtime Availability List

- (a) The Employer agrees to establish an overtime availability list which incorporates Bargaining unit wide seniority with building wide application.
- (b) Employees who wish to be available for overtime will submit their name and contact number/s to their Unit Coordinator to be placed on the list.
- (c) The list will be amended quarterly - January 15, April 15, July 15, October 15 – in order to accommodate personal circumstances; i.e., an employee will notify their Unit Coordinator as to whether or not they wish to keep their name on the list for call out for overtime or to remove their name from the list prior to the above-mentioned dates.
- (d) Where an employee who has indicated an availability to work additional overtime shifts is repeatedly unavailable without just cause that employee will be requested to inform the Employer as to why they are not available and if they wish to remain on the list.

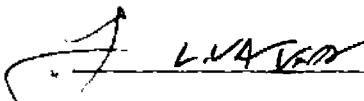
DATED this *21st* day of *January*, 2021.

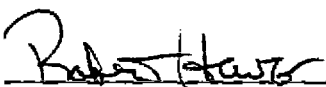
FOR THE EMPLOYER:




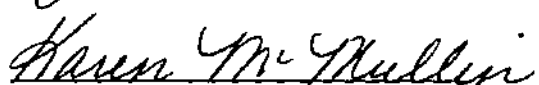


FOR THE UNION:









MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

Overtime Availability

WHEREAS the union has filed a number of grievances related to allegedly improper distribution of overtime opportunities to bargaining unit members;

AND WHEREAS the parties have engaged in a number of grievance resolution meetings;

AND WHEREAS the parties wish to simplify the Overtime process and resolve all OT related grievances;

THEREFORE, THE PARTIES AGREE to the following:

1. The Parties will mutually agree to a six-month trial period for the following amendments to the overtime process. This will allow opportunities to improve or discontinue new process if required.
2. The new overtime process will temporarily replace Memorandum of Agreement – Overtime Availability List in the Collective Agreement dated July 9, 2014. This process will continue to incorporate bargaining unit wide seniority with building wide application.
3. As of February 16, 2020, the new overtime process will commence. All bargaining unit members will need to submit which neighborhood/community home and 1:1's they would like to be called for overtime.
4. Both parties agree that all bargaining members will be required to submit their name and preference of neighborhoods/community homes & 1:1's by January 31, 2020.
 - a. Any bargaining unit member who fails to submit their Overtime Availability will not be called for overtime.
 - b. Formal Overtime Availability requests must be submitted to the Scheduling Department directly. Requests must be submitted on the Breton Ability Centre Overtime Availability Form for CUPE 3513 once per year.

- c. Bargaining unit members will now have the option to update their Overtime Availability quarterly, Jan 15th, April 15th, July 15th, Nov. 15th.
 - d. Where an employee who has indicated an availability to work additional overtime shifts is repeatedly unavailable without just cause that employee will be requested to inform the employer as to why they are not available and if they wish to remain on the list.
- 5. The parties agree to create an Overtime Availability list specific to each neighborhood, community home, 1:1 & 2:1 resident.
 - a. The Parties agree that each Overtime Availability list will be independent of the other, therefore, taking an overtime shift with one will not impact your turn from any of the other;
 - b. The parties also agree that overtime will be shared equitably on each list;
- 6. The parties agree to resolving missed overtime opportunities (resulting from operational error) in the following manner:
 - a. Bargaining unit member will be offered an opportunity for the next overtime shift available within their chosen OT available area. This opportunity will be given prior to calling overtime to any other bargaining unit wide member.
 - b. The bargaining unit member will have 3 opportunities to accept the available OT shift.
 - c. If bargaining unit member fails to accept the available OT shift within the 3 attempts, the offer will be removed.
 - d. Should the bargaining unit member continue to endure errors in the offering of OT, then the union and employer agree to meet to establish compensation for the bargaining unit member for the missed opportunities. See Appendix A.
- 7. The parties agree that a Scheduling Binder will be created to assist in simplifying the new OT process. The binder will contain all 4 Neighborhoods, community homes, 1:1 & 2:1 residents and will also contain the list of bargaining unit member names who qualify for a missed overtime opportunity call.

DATED this 21st day of January, 2021.

FOR THE EMPLOYER:

Steve King
Business President

FOR THE UNION:

J. L. VALENZUELA
Bob Hays

James DeHaven
Karen McMillin

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

The Parties agree that New Year's Day, for the purposes of Article 21, shall be recognized as New Year's Eve, 8 pm to 8 pm New Year's Day.

DATED this 21st day of January, 2021.

FOR THE EMPLOYER:

Stephen Murray
Barbara Bress

FOR THE UNION:

J. K. VASEY
Robert Hertz

Jane Gillian
Karen McMullin

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

The parties hereto agree to include a twelve (12) hour shift for Residential Counsellor III's employed on the Units in Breton Ability Centre.

The parties agree to modify the Collective Agreement for Residential Counsellor III's employed on the above noted units. Only clauses noted below shall replace their number equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply. For the purpose of this Agreement, sick leave, annual leave, bereavement leave, and statutory holidays, etc., shall be considered eight (8) hour shifts.

5.01 (11) Probation for Newly Hired Employees

(Change to 528 hours of work).

ARTICLE 17 - HOURS OF WORK

17.01 The hours of work shall be eighty (80) hours per two week period. This is inclusive of a meal period and a rest period, totalling ninety (90) minutes per shift.

The hours of work per two (2) week period will be divided into six (6) shifts of twelve (12) hours per shift plus one (1) eight (8) hour shift.

17.02 Working Schedule

Residential Counsellor III's who work twelve (12) hour shifts shall not be required to work more than four (4) consecutive days between days off. Residential Counsellor III's will receive seven (7) days off in each two (2) week period, which unless mutually agreed upon otherwise, shall be given in no more than three (3) segments.

Where operational requirements permit, Residential Counsellor III's shall receive every second weekend off.

The work schedule for each employee shall be posted in an appropriate place at least one (1) month in advance. Employees shall be notified of any changes in

the schedule, once it is posted if at least twenty-four (24) hours notice is not given, overtime rates will be paid for the changed shift.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked before or after the scheduled work day or eighty (80) hours per two (2) week period.

Compensation for Work Before and After Daily Scheduled Hours

Time worked in excess of eighty (80) hours per two (2) week period will be compensated for by the Employer granting, to the employee, pay at the rate of two (2) times the straight time rate for all hours in excess of twelve (12) continuous hours. Overtime rates for eight (8) hour shifts as per present Collective Agreement .

18.07 Time Off in Lieu of Overtime

As per Article 18.07.

19.03 Rest Between Change of Shift

The Employer will endeavour to provide at least twelve (12) hours rest between shifts.

ARTICLE 21 - HOLIDAYS

21.04 If a paid holiday falls during the vacation of an employee, the employee shall receive an additional eight (8) hours off.

21.06 Employees who are not scheduled to work on a paid holiday shall receive eight (8) hours pay, or another eight (8) hours as scheduled.

ARTICLE 22 - VACATION

22.01 An employee who has completed one (1) year or more but less than five (5) years of continuous service on May 1st each year shall be allowed twelve (12) hours of vacation for each 208 hours of work, in the previous year.

22.02 (a) An employee who has completed nine (9) years of continuous service on May 1st each year shall be allowed sixteen (16) hours of vacation for each 208 hours of work.

(b) Effective on the date of signing the Collective Agreement, an employee who has completed fifteen (15) years or more of continuous service on May 1st each year shall be allowed twenty (20) hours of vacation for each 208 hours of work.

- c) Employees who have completed five (5) years of continuous service on May 1st each year but less than nine (9) years of continuous service on May 1st each year, shall be entitled to, in addition to the provisions of Article 21.01, an additional eight (8) hours of vacation for each year of completed service beyond five (5) years to a maximum of four (4) weeks as provided in Article 21.02 (a).

ARTICLE 23 - SICK LEAVE

23.02 Annual Paid Sick Leave

One hundred and forty-four (144) hours sick leave per year shall be earned by an employee at the rate of twelve (12) hours for every month an employee is employed, following his probationary period.

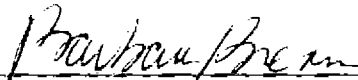
23.03 Maximum Accumulation of Sick Leave


The unused portion of an employee's sick leave shall accrue for his future benefits to a maximum of twelve hundred (1200) hours. This Memorandum of Agreement shall remain in effect unless one party gives to the other party sixty (60) calendar days notice of its intention to terminate the agreement. After such sixty (60) days notice, this Agreement shall become null and void and the provisions established in the Collective Agreement shall apply.

The parties further agree that, during the sixty (60) day notification period, the parties will meet to discuss the reasons for termination of this Memorandum of Agreement and to determine if other mutually acceptable arrangements can be made.

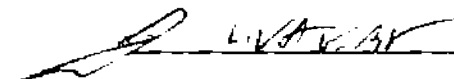
DATED THIS 21st DAY of January, 2021.

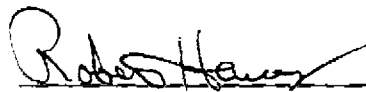
FOR THE EMPLOYER:







FOR THE UNION:









MEMORANDUM OF AGREEMENT

BETWEEN:

BRETON ABILITY CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

The Employer and the Union agree that should the LTD Program be terminated, for any reason, the parties agree to negotiate the terms of a replacement plan, and failing agreement on the terms of a replacement plan, agree to reinstate those terms and conditions of employment which existed immediately prior to the execution of this Memorandum of Agreement. For example sick leave accrual would revert to 2 1/2 days per month and total accrual would revert to 150 days if employees were entitled to such levels of benefit immediately prior to the execution of this Agreement. The job protection features for LTD claimants would be deleted as well as any other changes to the Collective Agreement which were incorporated as part of the Agreement to adopt an LTD Program.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
21st day of *JANUARY*, 2021.

FOR THE EMPLOYER:

Steph Mang

Barbara Beane

FOR THE UNION:

J. L. V. V. V.

Robert Harris

James Galligan

Karen Mc Mullin

MEMORANDUM OF AGREEMENT

BETWEEN:

BRETON ABILITY CENTRE

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

The parties heretofore agree that the current, non-bargaining unit classifications of Life Skills Workers and Office Supports/Clinical Records (Janet MacDonald) will become bargaining unit classifications at the time that the current employees vacate them.

The Union further agrees not to apply to the Nova Scotia Labour Relations Board to certify the classifications.

Dated This 21st Day of JANUARY, 2021.

FOR THE EMPLOYER:

Stephen Murray
Robertson Press

FOR THE UNION:

I. V. V. V. V.
Robert Howe

James Gilman
Karen McMullen

MEMORANDUM OF UNDERSTANDING

Between

BRETON ABILITY CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

Re: Sick Time Accrual for Casual Employees Appointed to Temporary Positions

The parties to this Agreement agree to the following:

Casual employees who are appointed to temporary positions shall be entitled to accrue sick leave benefits when filling temporary positions. The sick leave accrued will be banked. When the casual employee commences another temporary position, they shall be allowed to use their banked sick time. When casual employees are not in a temporary position, they shall not be able to use sick time they have accrued.

Dated This 21st Day of JANUARY, 2021.

FOR THE EMPLOYER:

Steph Murray
Barbara Brown

FOR THE UNION:

L. V. V. V. V.
Robert Hays

James Gilliam

Karen McMillan

MEMORANDUM OF UNDERSTANDING

Between

BRETON ABILITY CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

Re: PROGRAMMING DEPARTMENT

WHEREAS the Employer requires a reorganization of some work in the programming department;

AND WHEREAS the Union and the Employer agree to eliminate certain classifications;

AND WHEREAS the Parties agree to create a new classification to perform the work;

AND WHEREAS the Parties have agreed on the rate of pay for the new classification:

NOW THEREFORE the Parties agree as follows:

1. The following classifications will be eliminated:


RCW II (OT)
Developmental Programmer
Rehabilitation Programmer

2. A new classification entitled Life Skills Worker will be created;
3. The elimination of the former classifications and positions will not result in a layoff;
4. The creation of the new classification and positions will not result in a job postings;
5. Regular employees holding these positions will be re-assigned to the new positions;
6. The rate of pay for the new classification shall be the rate for the Developmental and Rehabilitation Programmer;
7. The wage appendix will reflect the changes to the classifications as outlined in this agreement;

8. The incumbents will be grandfathered with respect to the qualifications required for the new classification;
9. The Employer will create a job description for the new classification prior to implementation; and
10. These changes shall take effect on March 31, 2012.

Dated This 21st Day of January, 2021.

FOR THE EMPLOYER:



FOR THE UNION:

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

Re: 1:1s and 2:1s

Where the Employer receives funding to provide one-to-one or two-to-one support for a resident, and the Employer anticipates that such funding will continue, the Employer shall treat any resulting position as a permanent vacancy.

The parties agree that this MOA will not apply to short term one-to-one or two-to-one needs.

The Employer agrees that there are currently approximately 19 temporary positions providing one-to-one or two-to-one support that will be affected by this MOA. Those temporary positions will be ended and the resulting vacancies posted on a permanent basis. The Employer makes no warranty regarding the accuracy of its estimation of the number of current positions that will be affected.

The parties recognize that, in the event that the Employer loses funding for any of these positions, the position will be reduced and the incumbent will be laid off in accordance with the layoff provisions of the collective agreement.

In the event that the Employer receives advance notice that it will lose funding for any of these positions, it will provide as much notice as possible to the union and the affected one-to-one or two-to-one employee. This commitment to provide as much notice as possible shall not enlarge or reduce the contractual notice provisions contained in Article 16.03 of the collective agreement.

Dated This 21st Day of January, 2021.

FOR THE EMPLOYER:

Steph May
Brian Brown

FOR THE UNION:

J. L. VANCE
Robert Hays

Gavin Gilliam
Karen McMillin

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

Re: 4 and 10 Hour Shifts

The Parties agree to meet and make best efforts to conclude a new Memorandum of Agreement regarding 4 and 10 hour shifts.

Dated This 21st Day of January, 2021.

FOR THE EMPLOYER:

Steve Murray
Brian Brown

FOR THE UNION:

S. L. [unclear]
Robert Hawes

James Bellman
Karen McMillin

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

Re: Joint Provincial Committee - WCB

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

Top Up Supplement on Benefits

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (herein after referred to as "TERB") received by WCB to the net pre accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

Waiting Period

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two (2) days associated with the WCB claim. The two (2) initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five(5) weeks, the Employee will be paid by WCB for the initial two (2) unpaid days after five weeks. If the Employee is paid directly from WCB they are

required to provide the Employer with reimbursement of the WCB TERB for the two (2) sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that two (2) day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the two (2) days, the Employer will adjust the payment entitlements in accordance with the collective agreement language.

6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two (2) day waiting period.
7. Any Employee who goes on WCB will be advised that they will be provided top up in accordance with the collective agreements provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
8. If requested by the Employee and upon return to work from a period of WCB during which the Employee received top up, the Employee will be advised of the balance in their sick leave bank and the total hours or dollars of sick time used to provide top up during the Employee's absence on WCB.

Dated This 21st Day of January, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Alister Murray
Barbara Brown

[Signature]
Robert Harris

[Signature]
Karen Mc Mullin

MEMORANDUM OF AGREEMENT

Between

BRETON ABILITY CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3513

Re: Dental Plan

The parties agree that dental benefits will be made available to all permanent employees in the bargaining unit in accordance with the following:

1. The Employers will make every effort to make dental benefits available to permanent employees in the bargaining unit effective April 1, 2014.

2. Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.

3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

Dated This 21st Day of JANUARY, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Alfred Muncey
Barbara Brown

J. Vasselt
Robert Hawry

Janice Gillian
Helen McMillan

MEMORANDUM OF AGREEMENT

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

and

Canadian Union of Public Employees Lead Table for Community Services

(RE: JOINT PENSION COMMITTEE)

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

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

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

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

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

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