

Collective Agreement

Between

**AMHERST & DISTRICT RESIDENTIAL SERVICES SOCIETY
(Hereinafter referred to as the “Employer”)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5204
(Hereinafter referred to as the “Union”)**

April 1, 2021 to March 31, 2026

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PREAMBLE

WHEREAS AMHERST & DISTRICT RESIDENTIAL SERVICES SOCIETY is a not-for-profit Agency providing residential support for persons with disabilities, which exist to enhance each person's potential to live, work and socialize within the community in the least restrictive, most inclusive manner;

AND WHEREAS the parties recognize that the purpose of the Agency is to provide support to persons with disabilities which are integrative, individualized, social role valorizing, respectful of their dignity and rights, and consistent with the principles and philosophy of the organization **and consistent with RICK (rights, integrity, caring and knowledge)**;

AND WHEREAS it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, Employees and the Union, to improve the quality of service and to promote the well-being and the increased effectiveness of its operations.

AND WHEREAS it is the parties desire to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment and other matters as contained in this agreement.

NOW THEREFORE, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 "Bargaining Unit" or "Union" means all Employees employed by Amherst & District Residential Services Society who are members of CUPE Local 5204.
- 1.02 "Business Day" means Monday to Friday excluding any holidays as defined in article 17.
- 1.03 "Casual Worker" Is a person who is not a Regular Full-Time, Regular Part- Time or Temporary Employee and who works on a day-to-day basis as required. The Casual Worker is not a member of the bargaining unit and is not covered by the provisions of the collective agreement.
- 1.04 "Employee" shall mean a Regular Full-Time or Regular Part-Time Employee, except for Appendix "D" where it shall mean a Temporary Employee. An Employee is included in the Bargaining Unit.
- 1.05 "Employer" means Amherst & District Residential Services Society.

- 1.06 A "Regular Employee" means a member of the Bargaining Unit who is:
- (i) a Regular Full-Time Employee employed to work eighty (80) hours in a bi-weekly pay period on a regularly scheduled and continuing basis and who has completed the probationary period; or
 - (ii) a Regular Part-Time Employee who is employed to work less than eighty (80) hours in a bi-weekly pay period on a regularly scheduled and continuing basis and who has completed the probationary period.
- 1.07 Probationary Employee is one hired to fill a regular full time or regular part time position but who has not completed the probationary period as set out in article 9.01.
- 1.08 "Temporary Employee" means a Casual Worker as defined in Article 1.03 hired to fill a Temporary Position. The Temporary Employee is a member of the bargaining unit while working in the Temporary Position and is covered by only those provisions of the collective agreement set out in Appendix "D".
- 1.09 "Temporary Position" is one that will be vacant for a specified period greater than three (3) consecutive months due to the absence of a Regular Employee or for additional temporary staffing. A posting for a "Temporary Position" that is greater than a twelve (12) month period may be extended by mutual agreement of the parties. On completion of the Temporary Position, the Temporary Employee will return to Casual Worker status. For greater clarity a Regular Employee who fills a Temporary Position shall maintain Regular Employee status. Temporary Positions shall be filled in accordance with Article 13.01(b).
- 1.10 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 1.11 "Grant Sponsored Person" is a person who is paid by, and is under the control of a government sponsored work program. The Person will work in the homes only after the Employer has gained consent of the Union, and such consent shall not be unreasonable denied. **The Employer agrees to provide to the Union any details of the Grant that they may have.** The parties agree that the Grant Sponsored Person will perform work in addition to the normal staff compliment in the Homes on a day to day basis. The provisions of this agreement do not apply to grant sponsored persons and they are not in the bargaining unit.
- 1.12 For the purpose of this Collective Agreement a day will consist of the twenty-four (24) hours commencing at midnight.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The management and direction of Employees and operations is vested exclusively in the Employer. All the functions, rights, power and authority which are not specifically abridged, deleted or modified by this agreement are recognized by the Union as being retained by the Employer.
- 2.02 The Employer will exercise its rights in a reasonable manner.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 5204, as the sole and exclusive bargaining agent for all its Residential Counsellors – Regular Full-time, Regular Part-time and Temporary - save and except the **Supervisors**, and those above the rank of **Supervisor**, Office Administrative Staff, Casual Workers, Probationary Workers, and those persons excluded by paragraphs (a) and (b) of Section 2, Sub-section 2 of *The Trade Union Act* and **the Union and the Employer agree to negotiate with the aim** toward a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 With the exception of **Supervisors** pursuant to the Memorandum of Understanding outlined in Appendix “B” and except as expressly provided otherwise in this agreement, persons whose jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, training or unanticipated circumstances when Regular Employees are not available and provided that the act of performing the aforementioned work in itself does not reduce the regular hours of work of any Employee.
- 3.03 This Collective Agreement is fully applicable to all Employees in the bargaining unit, unless otherwise specified.
- 3.04 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.
- 3.05 (a) The Parties agree that protection of Employees' personal information is a matter of importance to both parties as well as to the Employees.
- (b) However, and in keeping with the spirit of the *Freedom of Information and Protection of Privacy Act, Statutes of N.S. 1993 c.5*, the Parties further agree that the Employer may, upon request, provide the Union with the name and basic contact information of an Employee who is a Union member and the Union agrees to use such information only for the purposes related to the Union's representation of the Employee.

- (c) Pursuant to the foregoing, in January of each year, the Employer shall provide to the Union an electronic list of Bargaining Unit members. The list shall include the members' name, appointment status, last known address and telephone number, if listed, **the employee's employment status (such as full-time, part-time, temporary, or casual). To ensure accurate information all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone number, and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.**

3.06 Should a new classification with the bargaining unit be created during the term of this Collective Agreement, management and the Union shall meet and decide on the pay rate.

ARTICLE 4 – DISCRIMINATION

4.01 Neither the Employer, the Union, nor any person acting on their behalf shall discriminate against any Employee on the basis of the prohibited grounds as set out in the *Human Rights Act*.

4.02 Duty to Accommodate

- (a) The Employer and the Union recognize their respective obligations to accommodate a disabled Employee to the point required by law.
- (b) An Employee seeking an accommodation must have **their** treating physician provide an objective medical opinion that an accommodation is required and the details of the functional limitations and restrictions which give rise to the need for an accommodation. Where prescribed, the Employee is obligated to participate in a treatment plan aimed at alleviating **their** restrictions and shall provide evidence of such if requested by the Employer.
- (c) The Employee shall provide the documentation pursuant to 4.02 (b) to the Employer. Such information will only be shared between the Executive Director or delegate and the delegate of the Union, and will be held strictly confidential. The Employee's immediate supervisor and direct Union representative will only have access to the details necessary to implement the workplace accommodation.

The duty to accommodate requires the Employer, the Union and the Employee to co-operate at all times in an attempt to accommodate the Employee.

- (d) With proper justification the Employer may direct an Employee to attend an independent medical examination at the Employer's expense. In such a

case it is preferred if the Employer, the Union and the Employee can agree on the independent medical examiner; however, in the event of an impasse, the Employer will decide. The Parties will retain all rights under the rest of this agreement should there be a disagreement in the medical information.

- 4.03 Job postings and Employee assignments may require a preference of gender for the purpose of personal care and role modelling or where such preference is otherwise demonstrably justified.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 During the life of this Agreement, except as permitted by law, no Employee shall strike and the Employer shall not lock out Employees.

ARTICLE 6 - UNION DUES CHECK-OFF

- 6.01 The Employer will deduct from the pay of each Employee, as defined in Article in 1.04, Union dues, initiation fees or assessments levied in accordance with the Union's constitution and Bylaws. The Union will inform the Employer of the amount of such deductions.
- 6.02 Deductions will be made from each bi-weekly payroll and will be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7 not later than the 20th of the month following, accompanied by a list of names of Employees from whom deductions have been made **The Union shall be copied on this information at the same time it is sent to CUPE National.**
- 6.03 The Union will indemnify the Employer and hold it harmless against any and all claims, demands and liabilities and in respect of action taken by it for the purpose of complying with the provision of this Article.

ARTICLE 7 – UNION ACTIVITY

- 7.01 The Union shall notify the Employer of the names of its local executive and stewards.
- 7.02 On request of the Union with at least **four (4) weeks' notice where possible, but a minimum of two (2) weeks' notice**, and where operational requirements permit, leave of absence may be granted to Employees for attendance to Union business. Such permission shall not be unreasonably withheld. The Employer will continue the regular wages and benefits of the Employee who is granted leave in

accordance with this article, and the Union will reimburse the Employer for the Employee's wages and benefits.

- 7.03 Where operational requirements permit, Stewards or Local Executive members may be entitled to leave their work during working hours in order to carry out their functions under this Agreement, which are limited to the processing of grievances. Permission to leave work during working hours for such purposes shall be first obtained from their Supervisor. Employees shall also be allowed to leave work during working hours to attend Joint Committee Meetings with the Employer.
- 7.04 The Employer acknowledges the right of the Union to elect or appoint a negotiating committee of not more than two (2) Employees and will recognize the said Committee with respect to contract negotiations with the Employer. Time spent in these negotiations shall be with pay and the Union shall reimburse the Employer for wages and benefits paid to the Employees.
- 7.05 Bargaining Unit or Union activity of any kind will not be permitted in the homes operated by the Employer. Union staff shall be permitted access to only the Employer's office located at 82 Willow Street, Amherst, Nova Scotia having given a prior request and subject to the access taking place at a mutually agreeable time.
- 7.06 An Employee shall have the right to have the assistance of advisors or representatives of the Canadian Union of Public Employees when dealing with grievances or negotiating with the Employer.

ARTICLE 8 - UNION COMMUNICATION

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Union President or **their** designate.
- 8.02 The Union may maintain a binder in each home for the purpose of communicating with its members.
- 8.03 **The Employer will provide a bulletin board, at each worksite, for the Union to use for posting matters related to the local, for example, seniority list and job postings. Other Union communication may be posted on the bulletin board in a hanging folder.**

ARTICLE 9 - PROBATIONARY PERIOD

- 9.01 A Probationary Employee shall serve a probationary period of eight hundred (800) hours of active employment. For the purpose of Article 9, active employment

means all hours worked in the Probationary position.

- 9.02 On successful completion of the probationary period the Probationary Employee shall be granted Regular Employee status.
- 9.03 On attainment of Regular Employee status seniority shall be backdated to date of hire as a Probationary Employee.
- 9.04 A Probationary Employee may be terminated during the probationary period at the Employer's sole discretion.
- 9.05 A Probationary Employee shall be covered by all of the provisions of the Collective Agreement except as expressly stated below:
 - (a) Vacation shall be earned from commencement of the probationary position but shall not be taken in the first four (4) months.
 - (b) Sick leave credits shall be earned and accumulated after six hundred forty (640) hours in the probationary period.
 - (c) Group benefits pursuant to Article 21 shall commence on completion of the probationary period.

ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE

- 10.01 A grievance will be defined as any difference in the interpretation, application, administration, or alleged violation of the Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance the question will be taken up through the grievance procedure and determined, if necessary, by arbitration.
- 10.02 The grievance/arbitrator process shall be as follows:
 - Step 1: Where an Employee has a grievance, the Employee shall, within ten (10) business days of the occurrence of the incident giving rise to the grievance, **along with their shop steward, discuss the alleged violation with their immediate Supervisor. The Supervisor shall respond to the employee and the Union, in writing, within five business days.**
 - Step 2: **Where the response of the Supervisor, at Step 1, is unsatisfactory the Employee and the Union shall, within five (5) business days file the grievance in writing to the Executive Director. The Executive Director or their designate will meet with the parties to hear the merits of the grievance within five (5) business days. If the Union does not receive written satisfactory settlement within five (5) business days from the date on which the grievance meeting was held, the Union shall proceed to Step 3.**

Step 3: Within fifteen (15) business days from the expiration of the five (5) day period referred to in Step 2, the Union shall, if the decision of the Executive Director under Step 2 is not acceptable, submit the grievance in writing to arbitration.

10.03 Subject to the mutual agreement in 10.04, time limits in this grievance procedure are mandatory and failure to meet the timeline requirements shall be deemed conclusively to constitute a withdrawal and abandonment of the grievance.

10.04 At the request of either party to this Agreement, it may be mutually agreed to extend the time limit specified herein.

10.05 At Step 1 of the grievance procedure, the Employee will be accompanied by a Shop Steward or Local Executive member.

10.06 Arbitration

(a) Where a grievance is to be referred to arbitration, the parties shall proceed by way of a single arbitrator unless there is mutual agreement to proceed by way of a Board.

(b) If within seven (7) days of the request for arbitration, the parties have not agreed that a single arbitrator should decide a matter, it shall be dealt with by an arbitration board.

(c) Where the parties are referring a matter to a three (3) person board they shall proceed as follows:

(i) The party which has requested arbitration shall indicate the name of its appointee to the board.

(ii) The other party shall name its appointee within seven (7) working days.

(iii) The two appointees shall select a chairperson by mutual agreement.

(iv) In the event the appointees are unable to agree upon the chairperson, within thirty (30) calendar days, then the chairperson shall be appointed by the Minister of Labour for Nova Scotia.

(v) The Arbitrator or Board may determine its own procedure in accordance with the *Trade Union Act* and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting.

- (vi) The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson is to be the decision of the board. The decision of the arbitration board shall be binding, final and enforceable on the parties. The board shall have the power to dispose of a discharge or discipline grievance by any arrangement, which it deems just and equitable. However, the board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- (vii) (i) Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*. Should the arbitrator's cost exceed the tariff prescribed by the Act, the top-up will be shared equally between the parties.
- (ii) Where the matter has been dealt with by the arbitration board, each party shall pay the expenses of its own appointee and one-half (1/2) the expenses of the chairperson, as provided in section 43 of the *Trade Union Act*.

ARTICLE 11 – SENIORITY

- 11.01 (a) Seniority shall mean the length of continuous service commencing **on the** date of hire into the bargaining unit as a Regular Employee. Upon successful completion of the probationary period and attainment of Regular Employee status, seniority shall be back dated to commencement of the probationary period.
- (b) Date of hire shall mean the Employee's first day of work in the position. If two or more Employees have the same date of hire, a draw will be done by the Union President in the presence of the Executive Director to establish a seniority ranking.
- 11.02 The Employer shall maintain the seniority list showing the date of hire of each Regular Employee. An up-to-date seniority list shall be sent to the Union and posted in the Union **Bulletin Board(s) twice a year in January and June**. Upon posting the seniority list, Employees shall have thirty (30) days to advise the Employer of any errors. After the thirty (30) day period, the list shall be deemed accepted. Should there be a discrepancy, the Employer, the Union and the employee shall consult with a view of settling the dispute.
- 11.03 An Employee will lose **their** seniority and employment rights in the event:
 - (a) **They resign and do not withdraw their** resignation within one (1) day;
 - (b) **They are** discharged for just cause and not reinstated;

- (c) **If an employee is laid off for a period of more than twelve (12) months that employee shall lose their seniority but will maintain their employment rights for 36 months unless otherwise terminated by the Employer;**
 - (d) **They are absent from work for more than two (2) consecutive shifts without securing leave of absence from the Employer unless prior notification was not possible and foreseeable;**
 - (e) **They fail to return to work within five (5) business days after recall notice is given to them personally or by registered mail to their last address on file with the Employer. It shall be a condition of possible future recall that all Employees keep the Employer informed of their current mailing address and phone number; or**
 - (f) **They fail to return to work following an approved leave of absence on the day set out when the leave was granted.**
- 11.04 (a) An Employee who temporarily fills an administrative or management position that is outside the bargaining unit shall continue to pay union dues and to retain seniority for a period of up to thirteen (13) months but shall not accumulate seniority while in the management position. If after thirteen (13) months the Employee does not return to the bargaining unit, all seniority shall be lost. The thirteen-month period may be extended by mutual agreement of the parties.
- (b) Pursuant to (a) above, where the Employee is permanently filling the administrative or management position, seniority shall be retained for a period of six (6) months, but Union dues shall not be paid during this period.

ARTICLE 12 - DISCIPLINE

- 12.01 No Employee who has completed the probationary period shall be disciplined except for just cause.
- 12.02 In the event the Employer takes disciplinary action against an Employee and where such action will result in a written reprimand, suspension or discharge of the Employee, such Employee will be notified in writing of same and a copy shall be sent to the Union.
- 12.03 When the Employer decides to **invoke discipline, they shall** hold a meeting with an Employee. **The Employee shall be advised in advance of the meeting and advised they are entitled to have a Steward present.**
- 12.04 (a) Subject to Article 12.04 (b) the disciplinary record of an Employee shall not be used against the Employee provided twenty-four (24) months of worked have elapsed and provided no further disciplinary action has been imposed

on the Employee during the twenty four (24) month period.

- (b) Where misconduct relates to resident abuse or neglect, theft, leaving a resident unattended without authorization, harassment (including bullying and violence in the work place) or discrimination, the disciplinary record of an Employee shall not be used against the Employee provided thirty six (36) months of work have elapsed and provided no further disciplinary action has been imposed on the Employee during the thirty six (36) month period.

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

12.06 No document from an Employee's Personnel file shall be introduced as evidence in a disciplinary hearing if the Employee was unaware of the existence of said document at the time it was placed in the Employee's file.

ARTICLE 13 – Filling Vacant Positions

13.01 Regular Position Vacancy

When a new Bargaining Unit position is created, or a vacancy occurs in a regular Bargaining Unit position that the Employer intends to fill, the Employer shall post notice of such new position or vacancy **on the Union bulletin boards at the worksites** for a period of seven (7) calendar days.

13.02 The posting will include but is not limited to: nature of the position, qualifications, required knowledge and education, required skills and hours of work. Qualifications will not be established in an arbitrary or discriminatory manner.

13.03 All applicants will be assessed on the basis of their qualifications, ability, and suitability. If two or more applicants are relatively equal, as determined by the employer, seniority shall be the determining factor. Notwithstanding Article 11.01(a), the Probationary Employee shall have preference over Temporary Employees and Casual Workers for the purposes of Articles 13 and 14.

13.04 (a) Temporary Positions

A Regular Part Time Employee who fills a temporary full-time vacancy shall receive full time benefits of the Collective Agreement while working in the temporary full time position. A Regular Full Time Employee who fills a temporary part time vacancy shall receive part time benefits of the Collective Agreement while working in the temporary part time position.

(b) Temporary Position Vacancy

When vacancies occur **for a period of six (6) months or less in duration of a bargaining unit position** pursuant to Article 1.09, the positions will be offered by seniority to regular employees in the home where the vacancy occurs. Where a temporary position under this section is not filled within that home, it shall be posted **in on the union bulletin board** for seven (7) calendar days and will be filled pursuant to Article 13.03.

(c) When vacancies occur in **creating** temporary positions longer than six (6) months in duration pursuant to Article 1.09, the Employer shall post notice of same **on the Union Bulletin Board** for a period of seven (7) calendar days and will be filled pursuant to Article 13.03.

13.05 Where the Department of Community Services increases the minimum training standards for Residential Counsellor, and where the Employer requires the Employee to take upgrading to meet the new standard, the Employer shall pay wages to the Employee for time spent in attendance at the course as well as tuition/course costs and related course materials.

13.06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be **communicated to the Union**, and all unsuccessful applicants shall be advised that the position has been filled.

13.07 **Diversity**

The Employer and the Union recognize the values of diversity, equity, and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 13.01.

ARTICLE 14 – Layoff & Recall

14.01 Definition of Layoff

A lay-off is a severance from active employment, which arises for any reason and lasts longer than five (5) business days.

14.02 Voluntary Reduction in Hours or Layoff

- (a) Where a reduction of the workforce is required, the first step in the process will be to identify an Employee in the home where the reduction is to occur who volunteers to reduce **their** hours of work or take a voluntary layoff.
- (b) Where there is no volunteer at the home, the Employer will seek a volunteer in the bargaining unit.
- (c) Where there are more volunteers than required, the **offer** shall be by **the employee with the most seniority**.
- (d) The foregoing process shall be conditional pursuant to Article 13.03.
- (e) In the event that there are no volunteers pursuant to the foregoing, the layoff procedure in Article 14.03 shall apply.
- (f) **For a reduction in hours of work, see Article 23.**

14.03 Layoff

- (i) In the event of a reduction in the number of positions in a home, the least senior Employee shall be affected, providing the senior Employees being retained are qualified to perform the work pursuant to Article 13.03. If the affected Employee is not the least senior Employee in the Bargaining Unit, the affected Employee will have the option of displacing the least senior Employee with equal or fewer contracted hours in the bargaining unit, providing the affected Employee is suitable to perform the work pursuant to Article 13.03.
- (ii) A displaced Employee shall have the right to displace a more junior Employee pursuant to Article 14.03(i). This process shall continue until the least senior Employee in the bargaining unit is laid off.
- (iii) For part time Employees the right to displace shall not include the right to displace an Employee with greater contracted hours.

14.04 Recall Procedure

Subject to Article 13.01, Employees will be recalled in the order of their seniority provided that they are qualified to perform the required work. Qualified Employees on recall will have priority for available shifts.

- 14.05 No new Employees shall be hired, **in the Bargaining Unit**, until those laid off have been given an opportunity of recall.
- 14.06 The Employer shall notify the Employee to be laid off ten (10) business days prior to the effective day of layoff or pay the Employee for those days in lieu of working notice.

ARTICLE 15 – HOURS OF WORK

- 15.01 (a) The hours of work for a Regular Full-time Employee shall be eighty (80) hours per two (2) weeks' pay period. (Any Employee currently working in excess of eighty (80) hours will have their bi-weekly hours of work reduced to comply with this article)
- (b) The hours of work for a Regular Part-time Employee shall be less than eighty (80) hours per two (2) weeks' pay period.
- (c) **An employee working a shift of between six (6) hours and seven and one-half (7.5) hours will have equivalent to two (2) fifteen (15) minute rest periods.**
- (d) **An employee working a shift of between eight (8) hours and 11 and one half (11.5) hours will have a paid meal break of thirty (30) minutes and two (2) fifteen (15) minute rest periods.**
- (e) **An employee working a twelve (12) hour shift will have a paid meal break of thirty (30) minutes and three (3) fifteen (15) minute rest periods.**
- (f) Supervision of residents shall continue through meals and rest periods in order to qualify for the thirty (30) minute paid lunch. **For greater clarity this means that the employee will be present, on site, and able to respond to assist the person supported in a timely manner.**

15.02 Changes to Employee Schedule

When it is deemed by the Employer that the existing schedule must be changed due to operational requirements, a minimum of four (4) weeks' notice will be given to employees affected by the change. The four (4) week notice may be waived with agreement of the affected Employee(s) **and the Union.**

15.03 Changes to Individual Schedule

Subject to operational requirements, changes to an Employee's schedule after it has been posted may be made by the Employer provided forty eight (48) hours' notice has been given to the Employee. The forty-eight (48) hour notice may be

waived with agreement of the Employee.

15.04 Exchange of Shifts

- (a) It is understood that on occasion personal circumstances may require an employee to request a shift exchange to accommodate that exceptional circumstance. Subject to operational requirements, a shift may be exchanged between employees. The exchange must be submitted for approval on the "Shift Exchange Form" to the **Supervisor** or designate at least **two (2)** working days prior to the exchanged shift.
- (b) Notwithstanding the foregoing notice period, the **two (2)** working day's notice may be waived by the Employer where the employee is unable to provide such notice due to circumstances beyond the Employee's control, and providing the request is communicated by direct consultation with the Employee's **Supervisor** or designate. The "Shift Exchange Form" shall then be submitted upon approval.
- (c) A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer, nor shall it result in a reduction in an employee's bi-weekly contracted hours **for Regular Full Time Employees**.

15.05 Staff Meetings and IPP meetings

Notwithstanding Article 16.01 **and 16.06**, attendance at staff meetings and IPP meetings shall be paid at the Employee's regular rate of pay and said hours will not be included in the calculation of hours worked for the purpose of 15.11.

15.06 Right to Schedule

It is the sole responsibility of the Employer to schedule the hours of work of Employees as long as it does not contravene the expressed requirements of this Agreement.

15.07 Night Sleep Shifts

- (a) The sleep portion of the night sleep shift shall be an eight (8) hour period between 2100 hrs to 0900 hrs.
- (b) The sleep hours of the night sleep shift shall be paid a stipend equivalent to eight (8) times the minimum wage rate. However, the eight sleep hours are deemed to be four (4) hours of work for the purposes of this agreement.
- (c) If a **person supported** requires the active support of an Employee during the sleep hours and where such active support exceeds fifteen (15) minutes the Employee shall be compensated for one (1) hour at **their** regular rate of pay. For each hour of active support paid at the regular rate during a night sleep shift the Employee shall be eligible for shift and/or weekend premiums

pursuant to the time frames set out in article 15.08. For greater clarity, active support does not include the Employee simply being awakened through the night where active support is not required or provided; nor does it include incidental assistance to the **person supported**.

- (d) In order to qualify for active support pay the Employee must complete an Incident Report detailing the particulars of the active support provided and the time required to provide that support.
- (e) Notwithstanding Article 15.07(c), under no circumstances will the total compensation for the sleep hours exceed eight (8) times the Employee's regular rate of pay.

15.08 Shift and Weekend Premium

- (a) (i) **On the date of ratification**, all Employees shall receive a shift premium of **three dollars and fifty cents (\$3.50)** per hour for all hours worked between 1900 hours and 0700 hours. Shift premium does not apply to the sleep hours of a night sleep shift.
- (ii) Effective **April 1, 2025** the shift premium shall increase to **four dollars (\$4.00)** per hour.
- (b) (i) **On the date of ratification**, all Employees shall receive a weekend premium of **three dollars and fifty cents (\$3.50)** per hour for all hours worked between midnight Friday and midnight Sunday. Weekend premium does not apply to the sleep hours of a night sleep shift.
- (ii) Effective **April 1, 2025** the weekend premium shall increase to **four dollars (\$4.00)** per hour.
- (c) Shift and weekend premiums do not apply when calculating vacation pay, retroactive pay, RRSP, or any other benefits under this agreement. Overtime hours worked between 1900 hours and 0700 hours or between midnight Friday and midnight Sunday shall be eligible to receive the shift and/or weekend premium rate applicable in Article 15.08 (a) and (b). For the avoidance of doubt, the shift and weekend premiums are not subject to an overtime calculation.

15.09 The **two (2)** week roster for each Regular Full-time and Regular Part-time Employee shall be posted in an appropriate place at least one (1) week in advance.

15.10 Scheduling

- (a) No Employee shall be scheduled to work in excess of sixteen (16) consecutive active hours.

- (b) An Employee on completing sixteen (16) consecutive active hours or a twenty-four (24) hour night sleep shift must be scheduled off for at least ten (10) hours before working another shift.
- (c) Article 15.10 (a) and (b) do not apply to emergency situations.
- (d) "Active hour" is any worked hour rather than the eight (8) hour scheduled sleep hours.

15.11 Vacant Shifts

- (a) **A Regular Part Time Employee must advise the Employer in writing of their willingness to work additional shifts (availability form) beyond their regular schedule based on the six-week rotating schedule and advise of their maximum hours they are willing to work each week. For clarity, a Regular Part Time Employee who has not advised the Employer of their availability via an availability form will not be eligible to be offered additional shifts.**
- (b) **The Employer will continue to rely upon the Employee's availability form until such time as the employee submits a revised form to the Employer. Any changes to the availability form must be submitted to the Employer prior to the Friday before weeks 1, 3, and 5 of the rotating schedule.**
- (c) **In creating the two week schedule, the Employer will assign additional shifts to Regular Part Time Employees in accordance with their availability form prior to assigning shifts to Casual Employees.**
- (d) **A shift assigned by the foregoing process, outlined above, shall have the same contractual requirement as the employee's regular scheduled shifts. For great clarity, the employee is expected to report for work as they would for a regularly scheduled shift.**
- (e) **Shifts that become vacant after the schedule is posted, but 24 hours prior to the shift in question, shall be filled in the following manner:**
 - 1) **Part Time Employees, in order of seniority, in accordance with their availability form;**
 - 2) **Casual Employees;**
 - 3) **Part Time Employees that have not provided an availability form, in order of seniority; and**
 - 4) **Employees, in order of seniority, at the overtime rate as per Article 16.**
- (f) **Shifts that become vacant with 24 hours or less shall be filled in any manner necessary.**
- (g) **At the discretion of the Employer, a vacant shift may not be offered if it**

results in the Employee being scheduled to work in excess of eighty (80) hours in a pay period.

(h) Look Back Committee.

The Labour Management Committee shall also serve as a "Look Back Committee" whose role is to ensure the distribution of shifts complies with Article 15.11. This Committee shall review quarterly to ensure equitable distribution of shifts. The Committee has the authority to correct deficiencies in the procedure and more particularly to provide additional vacant shifts to a Regular Part-Time Employee who was not offered **their** required shift in the period being reviewed. An offer shall include an Employee being called for a shift but the employee was unable to be reached and did not respond to the voice mail or text within fifteen (15) minutes.

15.12 Employees working a shift during the changing of day light savings to standard time, or vice versa, shall be paid for actual hours worked at the regular rate. Full Time Employees will be able to bank the extra hour worked during the spring change and will be required to use an hour from a time-in-lieu bank for the fall change.

ARTICLE 16 - OVERTIME

- 16.01 Time worked in excess (of) eighty (80) hours of work per bi-weekly pay period will be considered overtime.
- 16.02 All overtime must have prior authorization of the Employer, except in the case of an emergency. In such case, the Employee will report the overtime worked in writing to the main office following the day in which the overtime was worked.
- 16.03 Compensation rates for Employees for overtime hours worked shall be time and one-half (1.5) the Employee's regular wage rate for all hours worked pursuant to Article 16.01.
- 16.04 Compensation for overtime for Employees may be in the form of time off or pay, as mutually agreed between the Employee and the Employer. If time off is elected, such time shall be granted at the discretion of the Employer. There shall be no carryover of banked hours to the following fiscal year.
- 16.05 In computing overtime, a period of fifteen (15) to thirty (30) minutes shall be counted as one-half ($\frac{1}{2}$) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.
- 16.06 (a) Subject to Article 15.11 when a full overtime shift is required by the Employer it will be offered to Employees by seniority **who normally work** in the Home where the overtime is required.

- (b) An Employee who is called in to work an overtime shift but is sent home prior to the completion of the shift, will be paid for a minimum of three (3) hours, or hours worked, whichever is greater.
- (c) **If the Employer requires an employee to attend work, outside their regular scheduled shifts, it will be considered a “call back” and will be paid at a minimum of three (3) hours at the straight time or overtime rate for actual hours worked, whichever is greater.**

ARTICLE 17 – Paid Holiday

17.01 Regular Full-Time Employees

- (a) Full-time Employees shall be eligible for the following paid holidays:
 - (a) New Year’s Day
 - (b) The February Holiday pursuant to the February Holiday Act
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day
 - (f) Canada Day
 - (g) Labour Day
 - (h) Thanksgiving Day
 - (i) Remembrance Day
 - (j) Christmas Day
 - (k) Boxing Day
 - (l) Civic holiday (the first Monday in August)
 - (m) **National Day for Truth and Reconciliation**
- (b) Holiday Pay
When a holiday listed in Article 17.01 falls on a scheduled day off, a Full Time Employee shall receive eight (8) hours pay for the holiday.
- (c) A Full-time Employee who works on a paid holiday listed in 17.01(a) shall be paid at the rate of time and one-half (1½) times the Employee’s regular rate of pay for all hours worked and shall receive eight (8) hours pay for the holiday or, at the Employee’s request, the eight (8) hours may be banked but must be taken within ninety days (90) at a time mutually agreed between the Employer and Employee. If not taken within the ninety days (90) the eight (8) hours shall be paid out.

17.02 Regular Part-Time Employees

- (a) Regular Part Time Employees shall receive **three percent (3.0%)** of regular biweekly pay in lieu of statutory holidays designated in the

Labour Standards Act.

- (b) A Regular Part Time Employee who is scheduled to work and works a paid holiday listed in 17.01(a) shall be paid at the rate of one and one half (1½) times the Employee's regular rate of pay for each hour worked on that day.

17.03 The Employer shall schedule the days off for Christmas and New Year's Day in such a way that these days will be equally divided among Employees on a rotation basis, unless mutually agreed otherwise.

ARTICLE 18 - SICK LEAVE

18.01 Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled.

18.02 An Employee shall earn sick leave credits at the rate of four (4) hours for every one hundred seventy three (173) paid hours. A Regular Full Time and Regular Part Time Employee on the seniority list on April 1, 2015 shall be credited with forty (40) and twenty (20) hours respectively in their sick bank.

18.03 The unused portion of an Employee's sick leave shall accrue to a maximum of **two hundred forty (240)** hours for Regular Full Time Employees and **one hundred sixty (160)** hours for Regular Part Time Employees.

18.04 In any case of absence of an Employee due to sickness, the absence shall be reported to the person designated by the Employer at least two (2) hours before the start of a day shift and at least four (4) before the start of an evening or night shift.

18.05 **If the absence is more than five (5) days**, the Employee may be required to provide proof of illness if requested by the Employer.

18.06 An Employee shall be entitled to use earned sick leave credits to care for the needs of a family member who is ill, conditional on the following:

- (a) No other person is available to care for the family member.
- (b) Family member shall mean one who is residing with the Employee.
- (c) Proof of illness is provided if requested by the Employer.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 (a) Subject to operational requirements an Employee who has at least two (2) years' service on staff shall be granted leave of absence without pay by the

Employer for educational purposes. Vacancies arising from the granting of educational leaves of absence shall be filled in accordance with Article 13.01. Employees off on educational leaves of absence may be allowed continued access to casual shifts opportunities.

- (b) An Employee who has at least two (2) years' service may be granted special leave without pay at the discretion of the Employer provided the leave is for a period of not less than two (2) weeks and not more than four (4) months, excluding the period June 15 to September 15 and December 15 to January 5.

19.02 Maternity Leave

The Pregnancy & Parental **and adoption** Provisions of the NS Labour Standards shall be deemed incorporated into this Agreement.

19.03 Bereavement Leave

- (a) Employees who have been on staff for a minimum of one (1) year shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of death of a parent, step-parent, spouse, common-law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law**, grandparents and grandchildren. The Employer shall pay the Employee for those shifts **they** would have worked had **they** not been granted bereavement leave.
- (b) The five (5) consecutive days bereavement leave shall commence at midnight following notification **to the employee** of the death of a relative listed in 19.03 (a).
- (c) The Employer may, at its discretion, grant one (1) additional paid day's leave where substantial travel time is required to be with family during the bereavement period pursuant to 19.03 (a) and (d).
- (d) Employees who have been on staff for one (1) year shall receive one (1) day leave with pay to attend the funeral of an aunt or uncle.

19.04 Upon returning to work after completion of a leave of absence, whether paid or unpaid, the Employee shall return to **their** former position. If the former position no longer exists than to an equivalent position.

19.05 Court leave

- (a) Leave of absence with pay shall be granted to an Employee, other than an Employee on leave of absence with pay, who is required:

- (i) to serve on a jury; or
 - (ii) to appear as a witness in a work-related case.
- (b) An Employee granted a leave of absence with pay to serve on a jury pursuant to article 19.05 (a) (i) shall have deducted from **their** pay an amount equal to the amount that the employee receives for the jury duty.

19.06 Compassionate Care Leave

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

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

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

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

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

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

19.07 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 deducted from the Employee's accumulated overtime, holiday or vacation bank; otherwise, the absent time shall be without pay.

19.08. Domestic Violence Leave

An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to a leave of absence if the Employee or a child of the Employee experiences domestic violence in accordance with the *Labour Standards Code*.

ARTICLE 20 - VACATIONS

20.01 The Employer's vacation year is April 1 – March 31.

20.02 Employee Vacation

- (a) Employees shall earn vacation in accordance with the following:
 - (i) Less than four (4) years continuous service - 6.66 hours per 173.33 regularly contracted hours (maximum of eighty (80) hours per year).
 - (ii) Four (4) years' service to completion of ten (10) years of continuous service - ten (10) hours per 173.33 regularly contracted hours (maximum one hundred and twenty (120) hours per year).
 - (iii) After ten (10) years continuous service to completion of fifteen (15) years continuous service - thirteen point three (13.3) hours per 173.33 regularly contracted hours (maximum of one hundred and sixty (160) hours per year).
 - (iv) After fifteen (15) years continuous service - 16.67 hours per 173.33 regularly contracted hours (to a maximum of two hundred (200) hours per year).
 - (b) Continuous service date shall be April 1 and shall commence the first April 1st following the Employee's date of hire to a regular position and shall terminate in accordance with Article 11.03
 - (c) Notwithstanding article 20.02 (a), no Employee shall have **their** vacation accumulation rate reduced.
- 20.03 (a) Vacation will be scheduled in accordance with the needs of the homes and residents and preference will be given by seniority by home.
- (b) Summer Period (June 15 – September 15)

- (i) Vacations shall be scheduled on the basis of seniority. Employees who are denied vacation requests based on seniority will be allowed to resubmit as soon as notified of available dates.
- (ii) Employees must submit their request for summer vacations by May 15. The Employer shall post the vacation schedule setting out the approved vacation periods by June 1. Once approved by the Employer vacations will not be altered without mutual agreement.
- (iii) It is understood that no Employee shall be granted more than fourteen (14) calendar days off until all staff have had the opportunity to choose vacation time during the summer period, and these fourteen days must be taken in two (2) blocks, each of seven (7) consecutive calendar days and may be taken consecutively or separately. For great clarity, one seniority choice can include two separate block periods.
- (iv) A vacation request submitted after the May 15th deadline may be approved by the Employer on a first come-first serve basis, providing the Employee gives five (5) business days' notice and operational requirements permit.

(c) Christmas Period (December 15 - January 5)

Employees must submit vacation requests for the Christmas period by **November 1** and vacation leave shall be granted by seniority, subject to operational requirements. **The Employer will advise the employee by December 1st of the status of their leave request.**

(d) Remainder of the Year.

- (i) Vacation requests outside the summer and Christmas periods must be submitted to the Employer at least five (5) clear business days prior to the start of the requested vacation time and the vacation will be granted on a first come - first serve basis, and subject to operational requirements. The employer shall respond to such requests within two (2) business days. Employees are entitled to utilize vacation in blocks or on a day-to-day basis.
- (ii) In extenuating circumstances, the Employer will consider a vacation request that is received with less than five (5) business days' notice but the request will only be granted where operational requirements permit. Extenuating circumstances shall mean unforeseen personal situations that arise where the five (5) business days' notice would not have been possible.

20.04 If a holiday occurs during a Regular Full-time Employee's vacation period, **they** shall be paid for the holiday pursuant to Article 17.01(b), and the vacation day shall be rescheduled at a time mutually agreed upon.

- 20.05 Full-time employees may carry-over vacation leave up to forty (40) hours to the following vacation year, and part-time employees up to twenty (20) hours. **Unless the Employer receives prior notification by March 1st, the Employer will carry-over the maximum vacation and will pay out any excess on the first pay period following March 31st.**
- 20.06 (a) A full-time Employee shall be advanced their annual vacation entitlement on April 1 of each year.
- (b) Upon separation from the Employer, the employee shall compensate the Employer for vacation which was taken but not earned. **The parties agree such payments may be withheld from the employee's final pay.**

ARTICLE 21 - GROUP BENEFITS

Group Insurance

- 21.01 The Employer shall provide for group life, accidental death and dismemberment (AD&D), long term disability (LTD), health, and dental insurance.
- 21.02 (a) Overall benefits costs will be shared 50% by the Employer and 50% by the Employee; however, it is understood that in all cases, the Employee will be responsible to pay 100% of the Long-Term Disability premium, thereby making any benefit received tax free.
- (b) The Employee share of the premium will be allocated first to pay 100% of LTD and Group Life (Life Insurance and Dependent Life Insurance), because it is advantageous from a tax perspective to have the Employee pay the full premiums.
- (c) Where the Employee's share covers 100% of the LTD and Group Life benefit premium, any balance of the Employee's share will be allocated to Extended Health and Dental premiums.
- (d) Where 50% of the Employee's total premiums will not cover 100% of the LTD premiums, the Employer will be deemed to have given the Employee additional income to have paid 100% of the LTD premium, and a taxable benefit equal to the additional amount required will be added to the Employee's earnings for Income Tax purposes.
- 21.03 (a) The Employer and the Employee shall cost share the health and dental plans on a 50/50 basis.
- (b) Participation in the health and dental plans shall be mandatory except for

those Employees whose spouse has coverage under a separate plan and who provides proof thereof to the satisfaction of the insurance carrier.

21.04 Notwithstanding the foregoing, eligibility for plan participation shall be as outlined in the plan policies.

21.05 An Employee who is on an unpaid leave of absence shall be entitled to continue to participate in the group life, accidental death and dismemberment (AD&D), health and dental insurance benefits plan provided:

- (i) the plan provider approves the continued participation;
- (ii) the Employee reimburses the Employer for the Employer and Employee portion of the premiums;
- (iii) the Employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.

21.06 Registered Retirement Savings Plans

The Employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan) effective April 1, 2024 or as soon as reasonably possible following April 1, 2024.

Upon joining the CAAT Pension Plan Employer and Employee contributions shall be matching and shall be at the following rates:

- (a) **April 1, 2024 or effective date of joining, the Employer and the Employee contribution rates shall be matching at the rate of seven percent (7%).**
- (b) **April 1, 2025 the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%).**
- (c) **March 31, 2026, the Employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).**

ARTICLE 22 - WORKERS COMPENSATION

22.01 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 **their** 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.

- 22.02 The Employer and the Employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an Employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- 22.03 An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 22.04 **An Employee on WCB leave will be able to automatically carry over two weeks' vacation leave.**
- 22.05 An employee who participates in an ease back or return to work program following a period of WCB shall be paid **their** regular hourly rate for all time spent at the workplace unless the Employee continues to receive WCB benefits for the time worked.
- 22.06 Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident while at work shall be the responsibility of the Employer.

ARTICLE 23 – REDUCTION OF HOURS

- 23.01 Notwithstanding Articles 13 and 15.11, any reduction in hours in an Employees regular contracted hours that is not mutually agreed to shall fall under the following conditions:
- (a) The affected Employee(s) shall receive ten (10) business days' notice of the pending reduction and amount of hours being reduced.
 - (b) The affected Employee(s) shall be given first opportunity on posted vacancies to make themselves whole.
 - (c) The Employer shall offer all call-ins to the affected Employee(s) first until the Employee(s) has made up the missing hours in the by- weekly pay periods.
 - (d) The affected Employee(s) shall maintain their "status" and rights of that status of all Articles of this Collective Agreement.
 - (e) The sections above will apply for twelve (12) months commencing the date of the reduction in hours, or until the affected Employee(s) has had their regular contracted hours put back to where they were prior to the reduction, whichever occurs first.

ARTICLE 24 - WAGES

- 24.01 Wage rates for the Residential Care Worker shall be as specified in Appendix "A" attached hereto and forming part of this Agreement and are subject to Employees meeting the training standards as required by the Department of Community Services and the Homes For Special Care Act.
- 24.02 Bi-weekly pay periods shall be Monday at 12.01 am to Sunday midnight. Employees shall be paid bi-weekly on the Friday following the end of the preceding pay period.
- 24.03 Each payday an Employee shall be provided with an itemized statement of wages and deductions.

ARTICLE 25 – JOINT COMMITTEE

25.01 JOHS Committee

- (a) The parties agree to be bound by the provisions of the *Nova Scotia Occupational Health and Safety Act*.
- (b) A JOHS Committee shall be established with two (2) representatives appointed by the Employer and two (2) representatives by the Union. The parties will endeavor to include representatives from each home.
- (c) Notwithstanding Article 16.01, time spent by members of the committee in the course of their duties shall be considered time worked and shall be paid at the Employee's regular rate of pay. Said hours will not be included in the calculation of hours worked for the purpose of Article 15.11.
- (d) The committee will establish its own rules of procedure in accordance with the Act.

25.02 Workplace Violence

The Employer, the Union and all Employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. The Employer Parties recognizes that workplace violence is an occupational health and safety issue, and that the Employer Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

- (a) VIOLENCE RISK ASSESSMENT

The Employer agrees to have a current violence risk assessment for all worksites in accordance with the provisions of the Occupational Health and Safety Act (the "OH&S Act).

Once completed, The Employer agrees to perform a Violence Risk Assessment for all worksites.

The Employer agrees to do a Violence Risk Assessment on each worksite(s) on an annual basis.

The employer agrees to update the violence workplace assessment for a worksite in accordance with the provisions of the OH&S Act.

(b) WORKPLACE VIOLENCE PREVENTION PLAN

The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the provisions of the OH&S Act. The Plan will be available to all employees in accordance with the OH&S Act.

(c) TRAINING

The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace in accordance with the provisions of the OH&S Act. The training will include the following in accordance with the provisions of the OH&S Act:

- i. The rights and responsibilities of employees under the OH&S Act.
- ii. The workplace violence prevention statement.
- iii. The measures taken by the employer to minimize or eliminate the risk of violence.
- iv. How to recognize a situation in which there is a potential for violence and how to respond appropriately.
- v. How to respond to an incident of violence, including how to obtain assistance.
- vi. How to report, document and investigate incidents of violence.

(d) EMPLOYEES WHO EXPERIENCE VIOLENCE

Where an incident of violence has occurred in the workplace it will be reported to the Employer and joint Occupational Health and Safety Committee.

(e) NO REPRISALS

The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident of workplace violence.

25.03 Labor Management Committee

- (a) The Labor Management Committee (LMC) shall have the same composition as 25.01(b) above.
- (b) The LMC will discuss workplace matters brought forward by either party and make recommendations to the parties.
- (c) Notwithstanding Article 16.01, time spent by members of the committee in the course of their duties shall be considered time worked and shall be paid at the Employee's regular rate of pay. Said hours will not be included in the calculation of hours worked for the purpose of Article 15.11.
- (d) The LMC will establish its own procedures including, meeting times, minutes, agendas and alternating chairs.
- (e) Notwithstanding (d) above, at the request of either party in writing, a meeting shall be held within two (2) weeks.
- (f) The Committee shall not have jurisdiction over wages, grievances or any matters pertaining to collective bargaining.

25.04 Look Back Committee

- (a) The Look Back Committee shall have the same composition as 25.01(b) above.
- (b) Notwithstanding Article 16.01, time spent by members of the committee in the course of their duties shall be considered time worked and shall be paid at the Employee's regular rate of pay. Said hours will not be included in the calculation of hours worked for the purpose of Article 15.11.
- (c) The duties and procedures of the Look Back Committee shall be as outlined in Article 15.11 (h).

ARTICLE 26 - TRAVEL ALLOWANCE

26.01 If Employees are required to use their personal vehicles, they shall be compensated at the rate **as set by the Department of Community Services, from time to time.**

- 26.02 (a) Employees shall be reimbursed with receipts for out-of-town expenses at the following rates:
- | | |
|---------------|----------------|
| Breakfast | \$8.00 |
| Lunch | \$15.00 |
| Dinner | \$20.00 |
| Accommodation | Actual Cost |

Parking	Actual Cost
Taxis	Actual Cost
Bus	Actual Cost

- (b) Employees may be requested to use their personal vehicles to transport **persons supported**; however, it is the Employee's privilege to decline such request.

26.03 Transportation for courses, seminars, etc. which are held outside the Town of Amherst **shall be paid by the Employer as outlined in Article 26.02 when the Employee is directed by the Employer to attend. Accommodations will be booked and paid by the Employer.**

ARTICLE 27 - DURATION OF AGREEMENT AND RETROACTIVITY

27.01 This Agreement shall remain in effect from **April 1, 2021 to March 31, 2026**. This Agreement shall automatically be renewed from year to year unless either party to this Collective Agreement, within the period of sixty di(60) days prior to the expiration of the Agreement, gives notice in writing that it desires to terminate or seek amendments to this Agreement.

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

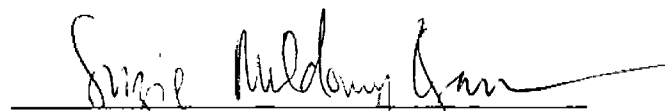
27.03 Retroactive Pay for Employees

There will be no retroactive effect to any article of this collective agreement except for wages as set out in Appendix "A". **Employees leaving the employ of the Employer prior to signing of this agreement shall be entitled to retroactivity upon applying to the Employer in writing within thirty (30) calendar days of the signing of this Agreement.**

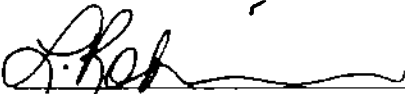
Signed at Amherst, Province of Nova Scotia, this 29th day of April 2024.

Amherst & District Residential Services Society


Shannon McLellan


Suzie Muldowney- Ozawa

Canadian Union of Public Employees



Lacey Robertson



Laura Wood

APPENDIX "A"
WAGES (HOURLY)

Residential Care Worker

		START	6 MONTHS
April 1, 2021	1.50%	\$20.30	\$20.63
April 1, 2022			
Step 1 (start)		\$21.36	\$21.7933
Step 2 (after year 1)		\$21.76	\$22.2382
Step 3 (after 2 years)		\$22.24	\$22.6921
Step 4 (after 3 years)		\$22.69	\$23.1552
Step 5 (after 4 years)		\$23.16	\$23.6276
April 1, 2023	3.00%		
Step 1 (start)		\$22.00	\$22.45
Step 2 (after year 1)		\$22.45	\$22.97
Step 3 (after 2 years)		\$11.91	\$23.37
Step 4 (after 3 years)		\$23.37	\$23.85
Step 5 (after 4 years)		\$23.85	\$24.34
March 31, 2024	0.50%		
Step 1 (start)		\$22.11	\$22.56
Step 2 (after year 1)		\$22.56	\$23.02
Step 3 (after 2 years)		\$23.02	\$23.49
Step 4 (after 3 years)		\$23.49	\$23.97
Step 5 (after 4 years)		\$23.97	\$24.46
April 1, 2024	3.00%		
Step 1 (start)		\$22.77	\$23.24
Step 2 (after year 1)		\$23.24	\$23.71
Step 3 (after 2 years)		\$23.71	\$24.19
Step 4 (after 3 years)		\$24.19	\$24.69
Step 5 (after 4 years)		\$24.69	\$25.19
April 1, 2025	2.00%		
		\$23.23	\$23.70
		\$23.70	\$24.18
		\$24.18	\$24.68
		\$24.68	\$25.18
		\$25.18	\$25.70

1:01 Recognition of Previous Experience – RRWs

RRW may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer of the RRWs previous experience as either an RRW for the purpose of initial placement on Schedule A. The RRW must submit the evidence within 30 days commencement of employment. A RRW will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

APPENDIX "B"
MEMORANDUM OF UNDERSTANDING

Re: Supervisor

Amherst & District Residential Services Society and CUPE Local 5204 agree that the following conditions shall govern the use of **Supervisors** during the term of this Agreement:

- (1) Pursuant to Article 3.02, the **Supervisors** shall be permitted to perform bargaining unit work for 50% of each full-time equivalent **Supervisor** position, averaged over a four-week period. For the remaining **50%** of work time the **Supervisor** shall perform management functions.
- (2) Should the level of services provided be increased, requiring an increase in the number of **Supervisors** in excess of two (2), and where the new **Supervisor** may be required to perform bargaining unit work, it shall be done with prior consultation with the Union.
- (3) Notwithstanding the foregoing, **Supervisor** shall not perform bargaining unit work where such work results directly in the layoff of a Regular Employee.

APPENDIX "C"

Re: Temporary Employees

Section A

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

	<u>Preamble</u> , in its entirety
Article 1	<u>Definitions</u> , in its entirety
Article 2	<u>Management Rights</u> , in its entirety
Article 3	<u>Recognition</u> , in its entirety
Article 4	<u>Discrimination</u> , in its entirety
Article 5	<u>Strikes and Lockouts</u> , in its entirety
Article 6	<u>Union Dues and Check-Off</u> , in its entirety
Article 7	<u>Union Activity</u> , in its entirety
Article 8	<u>Union Communication</u> , in its entirety
Article 10	<u>Grievance and Arbitration Procedure</u> , in its entirety
Article 12	<u>Discipline</u> , Articles 12.02 and 12.03 only
Article 15	<u>Hours of Work</u> , in its entirety.
Article 16	<u>Overtime</u> , in its entirety.
Article 17	<u>Paid Holidays</u> 17.01 Covers Temporary Full time Employees 17.02 Covers Temporary Part time Employees
Article 18	<u>Sick Leave</u> in its entirety except Article 18.03.
Article 19	<u>Leave of Absence</u> , Articles 19.02, 19.03, 19.05, 19.07
Article 20	<u>Vacations</u> , The Temporary Employee shall receive four (4) per cent vacation pay.
Article 22	The Temporary Employee shall be covered by the Workers Compensation Act.
Article 24	<u>Wages</u> Articles 24.02 and 24.03 only
Article 25	<u>Joint Committee</u> , in its entirety
Article 26	<u>Travel Allowance</u> , in its entirety
Article 27	<u>Duration of Agreement</u> , in its entirety

Appendix "A" The Temporary Employee shall receive the step 1 rate set out in Appendix "A" for the duration of the period in the temporary position.

Appendix "B"

Appendix "C"

Appendix "D"

Section B

On completion of the temporary position, the Temporary Employee shall be returned to **their** casual status and any vacation or banked time owing will be paid out.

APPENDIX "D"

MEMORANDUM OF AGREEMENT

**AMHERST & DISTRICT RESIDENTIAL SERVICES SOCIETY and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5204**

REQUIRED EDUCATION

In the event the Province of Nova Scotia decides to amend the require Core Competencies for the Residential Rehabilitation Worker employees will have up to one (1) year to become fully qualified. The necessary education shall be provided at no cost to the Employee and any time spent acquiring such qualifications shall be compensated at straight time rates.