

Collective Agreement

- between -

**Sunset Community Inc.
(Formerly known as Sunset Residential and
Rehabilitation Services Inc.)**

- and -

**Canadian Union of Public Employees
Local Union 972**

April 1, 2021 - March 31, 2026

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This Agreement made and entered into the _____ day of _____, A. D., 20204.

BETWEEN: SUNSET COMMUNITY INC. (Formerly known as Sunset Residential and Rehabilitation Services Inc.)
hereinafter called the "Employer",

Party of the First Part

- and -

LOCAL UNION 972, CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES, affiliated with the Canadian Labour Congress, hereinafter called the "Union".

Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 Preamble

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

2.01 Gender

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

2.02 Regular Employee

is an Employee who occupies a regularly scheduled position as an Employee of the Employer and who has completed the probationary period.

2.03 Regular Full-time Employee

means an Employee who having completed the probationary period works on a full-time schedule basis.

2.04 Regular Part-time Employee

means an Employee who has completed the probationary period and who is regularly scheduled to work less than a regular full-time Employee.

2.05 Probationary Employee

means an Employee who has not completed five hundred and twenty (520) regularly scheduled hours of work in a continuous term of employment, and whose employment may be terminated at any time during that period. In the event of re-employment of a probationary Employee, within four (4) months of resigning his position, previous time worked shall be credited to the Employee. The probationary period may be extended by mutual agreement between the Employer and the Union.

2.06 Casual Employee

means an Employee who is neither "Regular Full-Time" or "Regular Part-Time" and one who works on a day to day basis and is not regularly scheduled; however they may be scheduled as required to fill relief hours as arise to address such things as extra staffing, sickness, vacation, holiday, leaves.

2.07 Temporary Employee

is an Employee appointed as a temporary replacement to a regular full-time or regular part-time position for a designated period to be in excess of one hundred and sixty (160) assigned hours. Temporary Employees shall accrue the benefits of this Collective Agreement on a pro-rata basis to regular hours paid. Temporary appointments may be terminated at any time at the discretion of the Employer.

2.08 Term Employee

is an Employee hired or appointed for a designated term position to be in excess of one hundred and sixty (160) assigned hours. Term Employees shall accrue to the benefits of this Collective Agreement on a pro-rata basis to regular hours paid. Term appointments may be terminated at any time at the discretion of the Employer but in any event a Term appointment shall not be longer than 960 paid hours.

2.09 "LTD Program"

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

2.10 Work Station

work station shall be understood to be the site where the Employee normally reports to work.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 972 as the sole and exclusive collective bargaining agent for all Employees, excluding clerical staff, nursing staff, (RN's, LPN's), occupational therapist, dietician, psychologist and all those persons excluded by paragraphs (a) and (b) of Subsection 2 of Section 2 of the Trade Union Act.

3.02 Agreement to Negotiate

The Employer and the Union hereby agree to negotiate with each other or any of ~~its~~ their respective authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.03 Persons not in the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

3.04 Application of the Collective Agreement

This Collective Agreement is fully applicable to all regular full-time, regular part-time, temporary, term or casual Employees, unless otherwise specified.

3.05 Agreements with the Employer

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 except as may be mutually agreed between the Employer and the Union.

3.06 Meetings

Where the Employer and the Union have a formal meeting where issues are formally resolved, such resolution will be prepared by the Employer and signed by both parties in a timely manner and a copy of which shall be provided to both parties.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination against any employee on grounds prohibited by the *Human Rights Act* of Nova Scotia nor by reason of membership or activity or non-activity in the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

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

5.02 Right to Direct the Workforce

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 6 - UNION SECURITY

6.01 Members in Good Standing

All Employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Deduction of Dues

The Employer shall deduct from every Employee, any dues, initiation fees or assessments levied, in accordance with the Union's Constitution and By-Laws. Deductions shall be made from Employees only if they have in excess of sixteen (16) paid hours in that bi-weekly pay period.

7.02 Dues Forwarded to the Union

Deductions shall be made from the payroll periods of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of all Employees from whose wages the deductions have been made and the total of regular earnings and shift differential.

7.03 Employee/Member Contact Information

The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) The name of each employee**
- (b) The mailing address and telephone number (if available) of each employee;**
- (c) The personal email address of each employee (if available); and**
- (d) 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.

ARTICLE 8 - ACQUAINT NEW EMPLOYEES

8.01 Acquaint New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 6 and Article 7 dealing with Union Security and Dues Check-Off. The President or designate shall have forty-five (45) minutes during orientation, to introduce themselves and have discussion with the newly hired employees and provide the new Employee with an electronic copy of the Collective Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Union Grievance Committee

- (a) In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee whose duties shall be to assist any Employee working in the respective department or group of departments which the steward represents in preparing and in presenting his grievance in accordance with the grievance procedure.
- (b) Union Stewards and Officers shall be entitled to leave their work during working hours in order to carry out their function under this Agreement, including but not limited to attendance at meetings with the Employer, and the investigation and processing of grievances up to and including arbitration. Permission to leave work shall first be obtained from the Union Steward's or Officer's immediate supervisor. Such permission shall not be unreasonably withheld. All time spent by Stewards or Officers in carrying out their functions will be without loss of pay.

9.02 Definition of Grievance

Should a dispute arise between the Employer and any Employee(s) or the Union regarding the interpretation, meaning, operation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable the dispute will be resolved in the following manner:

Step 1

The Employee, together with his/her Steward, shall discuss the matter complained of with the Employee's immediate Supervisor, within ten (10) working days of the initial occurrence of the event giving rise to the grievance. The Supervisor shall render a written decision within ten (10) working days, of hearing the matter.

Step 2

Failing satisfactory settlement in Step 1, the grievance shall be presented in written form to the Executive Director, within five (5) working days of receipt of the Supervisor's decision in Step 1. The Executive Director shall render a decision in writing within five (5) working days.

Step 3

Failing satisfactory settlement in Step 2, the Union may refer the matter to arbitration by giving written notice to the Employer within fifteen (15) days of receipt of the Employer's response in Step 2.

9.03 Question of General Application

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed.

9.04 Employer Grievance

Should the Employer initiate a grievance, the Employer shall deliver it in writing to the President of the Union within ten (10) working days of the initial occurrence of the event giving rise to the grievance. The Employer will meet with four (4) members of the local executive to discuss the grievance. The local executive will respond in writing within twenty-one (21) days of the meeting. If the answer is not acceptable to the Employer, the Employer may within ten (10) days from the day the local executive provides an answer, give ten (10) day's notice to the President of the Union of its intention to refer the dispute to arbitration.

9.05 Grievance Meeting

Where a grievance has been filed, the Executive Director, shall at Stage 2 afford the Grievance Committee an opportunity to discuss it at a meeting to be held at a mutually agreeable time.

9.06 Right to Union Representation

The Union reserves the right to have the assistance of a representative of the Canadian Union of Public Employees at any stage of the grievance procedure.

9.07 Use of an Employee's Record

The record of an Employee shall not be used against him at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any verbal warnings provided there has been no recurrence of the same infraction during the twelve (12) month period.

Upon the written request of the Employee to the Employer and provided all conditions in this provision have been met, any such letters of reprimand or such verbal warnings shall be removed and destroyed.

9.08 Working Days Defined

Working days in this Article shall mean Monday to Friday inclusive and excluding holidays.

9.09 Introduction of Evidence

The Employer agrees not to introduce in any disciplinary proceeding involving an Employee, evidence of any disciplinary warning documents from the official personnel file of the Employee that was placed without notification to the Employee. An Employee shall have the right to make copies of any material contained in the Employee's personnel file.

9.10 Grievance for Discharge or Suspension or Layoff

Where a grievance has been filed in the case of a discharge, suspension or Lay Off, such grievances shall begin at Stage 2.

ARTICLE 10 - ARBITRATION

10.01 Appointment of Arbitrator

Where written notice of intention to submit the grievance to arbitration has been given, the parties shall within twenty-one (21) days of such notice agree to terms for an accelerated dispute resolution process or agree upon a person to act as a sole arbitrator of the matter in dispute. If the parties fail to agree upon a person to act as sole arbitrator within the aforesaid ten (10) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

10.02 Choice of Arbitrator

No person shall be selected as Arbitrator who:

- 1) is acting, or has within a period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;
- 2) has any pecuniary interest in the matters referred to the arbitration.

10.03 Procedure of Arbitrator

The Arbitrator may determine his own procedure, but shall give full opportunity to the parties to present evidence and make representations to him. He shall hear and determine the difference or allegation and render a decision within thirty (30) days from the conclusion of the hearing.

10.04 Powers of Arbitrator

The Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures imposed, but shall not have the power to add, subtract or modify any terms of this Agreement. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to reconvene to clarify the decision which he shall do within three (3) days.

10.05 Cost of Arbitration

The Employer and the Union shall equally split any costs not covered by the Department of Labour for the fees and the expenses of the Arbitrator.

10.06 Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

10.07 Access to Witnesses and Premises

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discipline, Discharge and Suspensions

An Employee may be disciplined, suspended or discharged only for just cause and only upon the authority of the Employer. However, a Casual Employee may be terminated for unavailability in accordance with Article 21.05 which shall not be considered disciplinary.

When an Employee is disciplined, suspended or discharged, he shall be given the reason in the presence of his Steward. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such action.-

11.02 Right to Representation

An Employee shall have the right to have his/her Steward present at any interview with the Employer, which may result in disciplinary action against that Employee. The Supervisor shall advise the Employee of the right to have a Steward present at the interview.

11.03 Remedy for Wrongful Actions

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

11.04 Innocent Absenteeism

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 or by law.

ARTICLE 12 - HOURS OF WORK

12.01 Regular Hours of Work

The regular hours of work shall be eight (8) consecutive hours per day, eighty (80) hours bi-weekly or ten (10) or twelve (12) consecutive hours per day in those classifications listed in Schedule "B" or where a mutual agreement exists between the Employer and the Union for such shifts. The Employer agrees to

grant at least one (1) weekend off in each four (4) week period for regular Employees. The bi-weekly period under this Article shall commence every second Sunday at 00:01 hours. Employees who start their shift within that time period shall have their full shift credited to that pay period. Employees shall be entitled to receive two (2) consecutive days off twice in each bi-weekly pay period unless mutually agreed upon otherwise.

12.02 Variation of the Regular Hours of Work

The Employer and the Union may, by mutual agreement, provide for hours of work which are other than the standard hours of work as stipulated in Article 12.01. In such cases a Memorandum of Agreement shall be included to accommodate such changes.

12.03 Posting Hours of Work

The hours and days of work for each Employee, including the scheduled days off, shall be posted two (2) weeks in advance.

12.04 Shift Schedules

Shift schedules shall be provided in accordance with Schedule "B" attached hereto.

12.05 Lunch Periods and Rest Breaks

A lunch period of thirty (30) minutes duration for the eight (8) and ten (10) hour shifts or two lunch periods of thirty (30) minutes duration each for the twelve (12) hour shift shall be included in each shift. All Employees covered by this Agreement shall be permitted a fifteen (15) minute break in the first half and in the second half of any shift.

12.06 Report for Shifts

Employees will report to their assigned work stations ten (10) minutes prior to beginning of shifts for purpose of obtaining reports and prepared to commence work at the assigned time.

12.07 Standard to Daylight Saving Time

When Standard Time changes to Daylight Saving Time or vice-versa, Employees will be paid for the hours actually worked.

12.08 Consecutive Long Shifts

In those instances where the Employer and the Union have agreed to allow a twelve (12) hour or ten (10) hour shift schedule, no Employees will normally be required to work more than three regularly scheduled consecutive twelve hour shifts or four regularly scheduled consecutive ten hour shifts between days off unless otherwise mutually agreed.

12.09 The parties agree to enter into a Memorandum of Agreement, to create a scheduling committee.

ARTICLE 13 - OVERTIME AND CALL-BACK

13.01 Overtime Defined

All hours worked by Regular Full-Time, Regular Part-Time (subject to Article 13.07 (b)), Temporary or Term Employees in excess of the Employee's regularly scheduled shift shall be considered overtime. Except as provided in Article 13.02, overtime shall be compensated at time and one-half (1.5X) the Employee's regular rate. A rotation which provides for more than eighty (80) hours of work bi-weekly shall not give rise to a claim for overtime providing it is paired with another bi-weekly period to give an average of eighty (80) hours bi-weekly.

13.02 Overtime at Double Time

Overtime for work not regularly scheduled on the second or any subsequent consecutive day off or Sunday shall be paid for at the rate of double time (2T).

13.03 Overtime for Casual Employees

All time worked by Casual Employees in excess of any shift per day or eighty-four (84) hours bi-weekly shall be considered overtime. Subject to the provisions of Article 13.09, Casual Employees shall also have the right to decline any shift offered which would increase their worked hours beyond eighty (80) hours in any pay period.

13.04 Overtime Work on a Holiday

Overtime work on a holiday when the Employee was not scheduled to work shall be paid for at the rate of double time (2X) for the time worked and he shall receive his accrued holiday hours off with pay at a time mutually agreeable between the Employee and supervisor concerned.

13.05 No Layoff to Equalize Overtime

An Employee shall not be required to lay-off during regular hours to equalize any overtime worked.

13.06 Computation of Hours for Overtime

An Employee who is absent on approved time off during his scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he has worked during his regular hours during such absence.

13.07 Overtime for Part-Time Employees

- (a) Part-time Employees working less than the normal working hours per day or week, shall be paid at straight time pay during his regularly scheduled part-time hours. Regular overtime rates shall apply after his scheduled hours in the working day or week and for all work performed on holidays and regular days off.
- (b) Part-time Employees will be asked by the Employer to indicate in writing their interest in being assigned additional shifts. A rotation which provides for more than (80) hours of work bi-weekly shall not give rise to a claim for overtime providing it is paired with another bi-weekly period to give an average of eighty (80) hours bi-weekly over a six (6) week period. Any bi-weekly period is not to exceed eighty-four (84) hours. For part-time Employees indicating an interest in working additional shifts, such hours mutually agreed upon will not constitute over-time except where the Employee works in excess of two hundred and forty (240) hours over the six (6) week period.
- (c) Where an Employee wishes to change their indicated interest to work additional shifts or to not work additional shifts, this change of interest shall be indicated to the Employer in writing.

13.08 Allocation of Overtime and Call-Back

Overtime and call back time shall be divided equitably among Employees who are willing and qualified to perform the available work.

13.09 Requirement to Work Overtime

No Employee shall be required to work overtime against his wishes when other qualified Employees are available and willing to perform the required work. In the event there are no qualified willing Employees readily available to perform the required work, the least senior qualified Employee currently at work within the

department shall be required to work. In the event there are no Employees currently at work within the department, the least senior qualified Employee who is readily available to work shall be required to work.

13.10 Call Back Pay Guarantee

- (a) If an Employee is called in to work outside his normal working hours and such call requires the Employee to make an additional trip to and from the Work Station, the Employee shall be paid for four (4) hours at his regular rate or the applicable overtime rate for the hours worked, whichever is greater.
- (b) For the maintenance classification only, when called back on a Holiday, as outlined in Article 14.01, the Holiday rate of time and one half shall apply, regardless, if it is the 4-hour premium being paid or the actual hours worked.

13.11 Time Off between Shifts

Work for Regular Employees shall be scheduled in such a way as to provide a minimum of twelve (12) hours between regularly scheduled shifts. Casual Employees and part-time Employees who have agreed to work additional shifts will be provided with a minimum of eight (8) hours between regularly scheduled shifts. Failure to comply shall result in payment of overtime at established rates for any hours worked during the rest period.

13.12 Shift Premium

All Employees shall receive a shift premium of three dollars and fifty cents (\$3.50) per hour effective date of ratification (March 11, 2024) for all hours worked including overtime hours, between 1900 hours and 0700 hours.

Effective April 1, 2025, the shift premium shall increase to four dollars (\$4.00) per hour.

13.13 Weekend Premium

All Employees shall receive a weekend premium of three dollars and fifty cents (\$3.50) per hour effective date of ratification (March 11, 2024) for all hours worked, including overtime hours between midnight Friday and midnight Sunday.

Effective April 1, 2025, the weekend premium shall increase to four dollars (\$4.00) per hour.

13.14 The shift and weekend premiums are applicable to all bargaining unit Employees including casuals.

13.15 Scheduling Errors

If an over booking occurs and an Employee arrives at work due to scheduling or call in error by the Employer, the Employee shall be assigned work for the total shift unless the employee elects to return home without pay.

13.16–Training Courses and/or In-Service Sessions

If an employee is required to attend any training courses, and/or in-service sessions by the Employer, on the employee’s regularly scheduled day off, the employee shall be compensated with time off on an hour for hour basis for time spent in attendance on such courses. Such time off shall occur at a mutually agreed time between the Employer and employee.

ARTICLE 14 - HOLIDAYS

14.01 Recognized Holidays

The Employer recognizes the following as eight (8) hour paid holidays for Full-time Employees:

- | | |
|------------------------|--|
| New Year's Day | Labour Day |
| Heritage Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| July 1 | Boxing Day |
| First Monday in August | |

and any other day proclaimed and funded by the Federal, Provincial or Municipal (Cumberland County) Government.

Part-time Employees are entitled to the above holidays on a pro-rata basis to regular hours worked. Casual Employees are not entitled to the above holidays.

14.02 Qualification Criteria

To be eligible for the above holidays an Employee must be paid for the scheduled working day prior to the holiday and the scheduled working day following the holiday.

14.03 Employees Not Scheduled to Work Holidays

Employees who are not normally scheduled to work on holidays shall receive eight (8) hours' holiday with pay. When any of the above holidays (Article 14.01) fall on a Saturday day off or Sunday day off, Employees shall be entitled to an additional eight (8) hours off with pay in lieu of such holiday occurring on a weekend. The eight (8) hours off shall be by mutual agreement. If no mutual agreement can be reached the eight (8) hours shall be designated by the Employee's Manager.

14.04 Work on a Holiday

Except for Casual Employees, Employees who are normally scheduled to work when holidays occur and who are required to work on a holiday shall be paid at the rate of time and one half (1 ½) plus shall receive their accrued holiday hours off with pay in lieu of the holiday, at a time mutually agreed between the Employee and the Employee's manager.

When any of the above holidays fall on such an Employee's scheduled day off, the Employee shall receive their accrued holiday hours off with pay in lieu of the holiday, at a time mutually agreed between the Employee and the Employee's manager.

14.05 Holidays during Vacation Time

If a paid holiday falls when an Employee is taking paid vacation, the Employee shall receive their accrued holiday hours off with pay in lieu of the holiday, at a time mutually agreed between the Employee and the Employee's manager.

14.06 Christmas Day or New Year's Day

An Employee shall have either Christmas Day or New Year's Day off (one year Christmas Day and the next New Year's Day).

The Parties agree that the time worked to qualify for the time and one half hourly rate and to satisfy working either the Christmas or New Year's Holiday is outlined below:

- 1) December 25th commencing at 0700 through to December 26th 0700;**
- 2) December 26th commencing at 0700 through to December 27th at 0700; and**
- 3) January 1st commencing at 0700 through to January 2nd at 0700**

This does not preclude an employee from mutually agreeing in writing to work on both Christmas and New Year's in a year or to work the same Holiday on successive years.

14.07 Holiday on Scheduled Day Off

If an Employee is called in to work on a recognized holiday that falls on his scheduled day off, he shall be paid overtime rates for the time so worked and shall receive his accrued holiday hours off with pay in lieu of the holiday within thirty (30) days.

14.08 Banking Holiday Time

If an Employee, who normally works holidays, so chooses, and by applying in writing, may accumulate up to forty (40) hours of holiday time for future use.

14.09 Holidays for Casual Employees

Casual Employees shall be paid holiday pay each bi-weekly pay period, calculated at a rate of 4.231% of regular hourly rate wage earnings. Casual Employees who are required to work on any of the holidays listed in Article 14.01 shall be paid at the rate of time and one half (1.5) but are not entitled to the day off with pay as specified in Article 14.04.

14.10 Eligibility for Premium Pay

For the purpose of determining eligibility for premium pay provided for in Articles 14.04 and 14.09, Employees working shifts that end on the calendar day of the Christmas Day, Boxing Day and New Year's Day holidays shall be eligible and Employees working shifts that start on the calendar day of all other holidays shall be eligible.

14.11 Holidays for Part-time

Holidays for Employees in Part-time positions (Regular, Term and Temporary) shall be paid in accordance with Article 14, subject to pro-rating for provisions 14.01, 14.03, 14.04, 14.05, and 14.07. Such payments shall be as a percentage of eighty (80) hours biweekly (e.g. sixty-four (64) hours = eighty (80) percent, forty-eight (48) hours = sixty (60) percent, etc.). Payment is based on regularly scheduled hours. Employees in Part-time positions (Regular, Term and Temporary) who work additional hours will have additional holiday hours with pay adjusted at the end of the year based on a percentage of the additional hours worked as a fraction of two thousand and eighty (2080) normal working hours.

14.12 Sick Time During Holiday

When an Employee has scheduled a holiday (s) from accumulated credits and becomes sick or disabled prior to the scheduled day(s), and notifies the

Employer prior to the scheduled days, the Employee shall be permitted to use sick leave credits and to cancel and reschedule the holiday(s) at a later date.

14.13 As soon as reasonably practical after the end of the calendar year, but in any case before the end of January, each Employee shall receive a statement of his or her holiday time accrued to their credit.

14.14 Call Back on Holiday

Employees who are called back to work on a day where the Employee is scheduled to use banked Holiday hours, shall be paid overtime rates pursuant to Article 13.01 or Article 13.02 as applicable. Scheduled Holiday credits shall be returned to the Employee's Holiday Bank.

ARTICLE 15 - VACATIONS

15.01 Vacation Entitlement

- (a) A regular full-time Employee with less than one (1) year's service and a temporary or term full-time Employee with less than eight (8) years' service shall be entitled to ten (10) hours' vacation with pay for each month of completed service.
- (b) A regular full-time Employee who has completed one (1) year or more but less than eight (8) years of service, on the Employee's anniversary date, shall be entitled to three (3) weeks' vacation with pay each year (one hundred and twenty (120) hours).
- (c) A regular full-time Employee who has completed eight (8) years of service, on the Employee's anniversary date, shall be entitled to four (4) weeks' vacation with pay each year (one hundred and sixty (160) hours).
- (d) A regular full-time Employee who has completed fifteen (15) years of service on the Employee's anniversary date, shall be entitled to five (5) weeks vacation with pay each year two hundred (200) hours).
- (e) Changes in entitlement in (b), (c) and (d) above, shall be credited from the Employee's anniversary date, and any increases shall be pro-rated for the balance of the fiscal year.

15.02 Vacation for Temporary or Term Employee

A temporary or term full-time Employee with more than eight (8) years of service shall be entitled to 13.3334 hours' vacation with pay for each one hundred and

seventy three point three thousand three hundred and thirty-four (173.3334) hours paid.

15.03 Rate of Pay for Vacation

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

15.04 Vacation Scheduling

- (a) Vacations shall be scheduled between April 1st and March 31st of the succeeding year. Preference in the selection of vacation periods shall be based on the seniority of the Employee in the service in which he works.
- (b) An Employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.
- (c) Notwithstanding subsections 15.04(a) and 15.04(b), for the period from July 1 to September 1, an employee shall only be entitled to exercise his / her seniority once for a single unbroken period of up to three (3) weeks.
- (d) Carry over of vacation from one vacation year to the succeeding vacation year shall be limited to one hundred and twenty (120) hours. If not previously scheduled by the Employee, any vacations hours in excess of eighty (80) hours anticipated to be remaining as of March 31st, at the option of the employee, hours will be scheduled as vacation time off by the Employer or paid out.
- (e) Employees shall make vacation requests and the Employer shall consider such requests in accordance with 15.04 (a) and the following timelines:

Vacation Selection Period	Employees must submit requests by	Employer must respond by
June 1 to August 31	April 15	May 1
September 1 to November 30	July 15	August 1
December 1 to February 28 (29)	October 15	November 1
March 1 to May 31	January 15	February 1

- (f) Any vacation requests made outside the timelines set out in 15.04 (e) will be considered on a first come first serve basis in accordance with operational requirements provided the employee provides a minimum of two weeks notice of the vacation day(s) requested.

- (g) Any vacation requests made outside the timelines set out in 15.04 (f) will only be considered by the Employer in accordance with operational requirements in the event of unforeseen and extenuating circumstances.
- (h) Employees who do not accrue holiday hours may request in writing to use up to forty (40) hours of vacation entitlement per annum in accordance with the Employer's banked holiday practices.

15.05 Vacation Allowance on Termination

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

15.06 Hours Worked for Vacation Purposes

For the purpose of vacation to which an Employee is entitled, vacation hours with pay, sick leave hours with pay, approved time on Worker's Compensation benefits (subject to Article 16.09), statutory holidays with pay, and bereavement leave hours with pay, shall be considered hours worked. An Employee shall not earn vacation credits while on an unpaid leave of absence.

15.07 Call Back During Vacation

No Employee shall be required to work during his scheduled vacation period, as defined in Article 15.14. However, should an Employee agree to work when requested during his scheduled vacation, he/she shall be paid at double time and one-half (2½X) the Employee's regular rate of pay for hours worked. The Employee's vacation credits shall not be used on that day. Hours worked that day shall not be considered as hours worked under Article 13.

15.08 Vacation Pay Advance

Employees shall receive their vacation pay advance with the last regular pay prior to commencement of vacation provided the Employee requests, in writing, such vacation pay advance at least two (2) weeks prior to such pay day.

15.09 Vacation Benefit for Casual Employees

Casual Employees shall receive their vacation pay on the first pay day in December at the rate of four percent (4%) of wages.

15.10 Substitution for Vacation

- (a) When an Employee has scheduled their vacation and become sick or disabled prior to the scheduled vacation, and notifies the Employer prior to

scheduled vacation, the Employee shall be permitted to use sick leave credits and to cancel and reschedule the vacation at a later date.

- (b) An Employee who, while on vacation, qualified for bereavement leave and notifies the Employer of such, shall be permitted to use bereavement leave instead of the scheduled vacation hours.
- (c) The period of vacation so displaced in 15.10(a) and 15.10(b) shall be reinstated for use at a later date to be mutually agreed.

15.11 Vacation for Part-Time Employees

Regular part-time Employees, Term part-time Employees and temporary part-time Employees shall earn vacation credits under Article 15 on a pro rata basis of regular hours paid.

15.12 Purchase of Additional Vacation

- (a) If a Regular Full-time Employee so chooses, he or she may apply in writing by March 1st each year to purchase an additional forty (40) hours paid vacation by having a deduction of 2.25% off their regular wages for the 12 month period commencing April 1st that year. Such arrangements shall continue from April 1st to March 31st each subsequent year until cancelled in writing by the Employee by March 1st.
- (b) If a Regular Part-Time Employee who works eighty percent (80%) of a normal work week of a regular full-time Employee so chooses, he or she may apply in writing by March 1st each year to purchase an additional forty (40) hours paid vacation by having a deduction of 2.5% off their regular wages for the 12 month period commencing April 1st of that year. Such arrangements shall continue from April 1st to March 31st each subsequent year until cancelled in writing by the Employee by March 1st.

15.13 Vacation for Casual Employees

Casual Employees may apply in writing for a maximum of fourteen (14) calendar days unpaid vacation in each vacation year (April 1st to March 31st). Such requests shall be subject to Article 15.04. There shall be no casual vacation leave "carry over" from one vacation year to the next.

15.14 Vacation Period Defined

A Regular Full-time, Regular Part-time, Temporary or Term Employee's vacation period shall be:

- (a) where an Employee has an approved block of vacation of thirty-six (36) hours of vacation credits or more, the first day after the last scheduled shift up to the next scheduled shift upon return to work; or
- (b) where an Employee has approved vacation of less than thirty-six (36) hours of vacation credits, the first day scheduled off as a day the Employee receives vacation pay and shall continue to the last day scheduled off as a day the Employee receives vacation pay provided that the days off in between are also paid vacation days or normal days off.
- (c) The Employer has no obligation to call an Employee during his/her vacation period since it is considered an approved leave of unavailability. The Employer, however, will consider an employee available to work those shifts which fall before and /or after the approved vacation days pursuant to Article 15.14(a) where the employee provides the Employer with written notification at the time of applying for vacation of his/her willingness to work such shifts.

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined

- (a) Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, or for any injury and/or illness related appointments, or to engage in Personal Preventative Medical Care or because of an accident for which compensation is not payable under the Workers' Compensation Act and as provided for in Article 14.12.
- (b) 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.

16.02 Sick Leave Accrual

Full-time, part-time, temporary and term Employees shall earn sick leave at the rate of one (1) hours sick time for every fourteen point four thousand four hundred and forty-four (14.4444) paid hours credited monthly to a maximum of one hundred and forty-four (144) hours annually.

16.03 Maximum Accumulation of Sick Leave

The unused portion of an Employee's sick leave shall accrue for the Employees future benefits to a maximum of twelve hundred (1200) working hours.

16.04 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave credits of all normal working hours absent for sick leave. However, an Employee, who has sick time in their banks and who commences work on a shift and becomes ill with three (3) hours or less remaining to work on the shift, shall be excused from completing the shift and shall not lose pay for the remainder of the shift nor shall a deduction be made from accumulated sick leave credits for those remaining hours of the shift which were not worked due to illness.

16.05 Proof of Illness

Subject to the Provisions of the Medical Certificates for Employee Absence Act, an Employee may be requested to produce proof satisfactory to the Employer that he was unable to carry out his duties due to illness.

16.06 Sick Leave Payout on Retirement

Any unused portion of sick leave standing to the credit of the Employee on his retirement or severance of employment shall be paid as a cash benefit to the Employee at the rate of seventy-five percent (75%).

In the event of downsizing and subsequent displacement of an Employee, where an Employee opts for severance and not layoff as set out in Article 20, this provision shall apply.

This benefit shall cease to accumulate (where applicable) and be frozen effective March 31, 2015. This is in accordance with the requirements under the Public Services Sustainability Act (2015). Nothing herein changes upon the future 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.

16.07 Medical Certificate Requirement

In cases when an Employee is off work in excess of forty (40) hours, The Employer may require medical certification of the Employee's condition at the conclusion of the period of sick leave certifying that the Employee is able to resume normal duties upon return.

16.08 Workers' Compensation

- 1) 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.

- 2) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

This amendment will take effect date of ratification for those bargaining units that have a defined benefit pension plan.

- 3) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 4) 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.
- 5) An Employee shall not accrue any other benefits while on Workers' Compensation.
- 6) This provision shall not apply to casual Employees.
- 7) 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.

16.09 Notice of Sick Time to Employer

Residential Counsellor Employees whose shifts commence between 19:00 and 24:00 hours shall advise the Employer at least five (5) hours prior to the start of their regularly scheduled hours of work that they will be absent due to illness. All other Employees shall advise the Employer at least two (2) hours prior to the start of their regularly scheduled hours of work that they will be absent due to illness.

16.10 Personal Days

Provided the Employee has sufficient accrued sick leave credits, Employees shall be allowed to use thirty-six (36) hours per annum of sick leave credits in order to tend to a child or other person for whom the Employee is responsible, or tend to any other serious domestic, household or family emergency.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Bereavement when at Work

If a death occurs in the immediate family of an Employee when said Employee is at work, then said Employee shall be granted bereavement leave with pay for the remainder of his time for that day.

17.02 Bereavement for Immediate Family

- (a) If a death occurs in the immediate family of an Employee, the Employee shall be granted five (5) consecutive days leave of absence effective midnight following death and shall be paid for shifts that the Employee was scheduled to work during the five days, if the death had not occurred. In the event the funeral, internment or memorial service is set for a later date, the Employee, with the approval of the Employer, may defer one or more of these five (5) bereavement leave days to attend it, without loss of pay if scheduled to work, provided the Employee gives written notice to do so during that five (5) day time period.
- (b) Notwithstanding the above, in the event that the death occurs prior to an Employee's scheduled shift, but within the twenty-four (24) hour period preceding midnight, the Employee will be entitled to commence Bereavement Leave at the start of that scheduled shift.

17.03 Bereavement Eligibility

An Employee on leave of absence without pay, shall not be eligible for bereavement leave.

17.04 Bereavement while on Sick Leave

An Employee on sick leave with pay shall not be eligible for bereavement leave.

17.05 Bereavement during Vacation

An Employee on or scheduled to be on vacation or statutory holiday leave shall be entitled to change the status of leave to bereavement leave.

17.06 Immediate Family Defined

For the purpose of ascertaining bereavement leave days with pay, the members of an Employee's immediate family shall not include any persons other than father, mother, husband, wife, common-law spouse, son, daughter, son-in-law, daughter-in-law, step-child, brother, sister, mother-in-law, father-in-law, step-parents, grandparents and grandchildren.

17.07 Bereavement Leave to Attend Funerals

Two (2) day's bereavement leave without loss of pay shall be granted to any Employee covered by this Agreement for the purpose of attending the funeral of a brother-in-law, sister-in-law or any relative living under the same roof as the Employee. One (1) day bereavement leave without loss of pay shall be granted to an Employee covered by this Agreement for the purpose of attending the funeral of a niece or nephew.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Union Leave of Absence

- (a) Leave of Absence without pay and without loss of seniority shall be granted upon request to the Employer to Employees elected or appointed to represent the Union at Union Conventions or Schools. Such time shall not exceed a total of fourteen (14) working days in any one (1) year. The names of the Union delegates and/or alternates shall be forwarded to the Employer at least two (2) weeks prior to such leave, if possible.
- (b) At the request of the Union, the Employer will maintain pay at the regular rates and benefit coverage for those Employees who have been granted Leaves of Absence without pay for Union business and the Employer will

invoice the Union, the amount paid for wages and benefits to the Employee by the Employer.

18.02 Pregnancy/Adoption/Parental Leave

- (a) Employees shall be entitled to Pregnancy, Parental, and Adoption Leave in accordance with the *Labour Standards Code*, as may be amended from time to time.
- (b) **Group Benefit Plan Continuation**

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

18.03 Sick Leave Without Pay

Leave of absence without pay of up to twelve (12) months shall be granted to Employees who have expended their sick leave credits and are unable to return to work immediately. While on such leave of absence due to illness an Employee shall retain full employment status, and shall retain accumulated seniority earned up to the commencement of the unpaid leave of absence.

18.04 Leave for Negotiation and Grievances

Employees on the Union Negotiation or Grievance Committees shall suffer no loss of pay while engaged in negotiations with, or while processing grievances with the Employer.

18.05 General Leave of Absence

- (a) Leave of absence without pay and without loss of seniority may be granted an Employee for good and sufficient cause. Such request to be made in writing to the Employer and such request shall not be unreasonably withheld. Such leave shall not exceed a period of twelve (12) months. An Employee who has been granted unpaid leave of absence under Article 18.03 and Article 18.05 shall not accumulate vacation credits, sick leave credits or holiday credits during this period of absence, but shall retain upon returning to work all credits accumulated prior to such leave of absence.
- (b) Notwithstanding the above, Employees with ten (10) years' seniority or greater shall be entitled, subject to operational requirements, to an unpaid leave of absence as follows:

- Leave must be a minimum of three (3) months to a maximum of twelve (12) months;
- Each Employee may exercise this option once upon reaching 10 years' seniority and again after each ten (10) year interval;
- Employees may continue all benefits eligible for continuation provided the Employee pays 100% of the contributions during the period of leave;
- Accumulation of credits shall be as in Article 18.05 (a);
- Interested Employees shall be permitted leave on the basis of seniority;
- In each fiscal year, all Employees may only be off on leave for a combined total of thirty (30) months;
- For leaves which include any period between June 1st to August 31st, requests shall be submitted before April 15th for consideration along with vacation requests for a similar period.

18.06 Jury Leave

- (a) Any Employee subpoenaed for jury duty shall suffer no loss of regular pay, after deducting any indemnity paid by the courts (exclusive of payments for travel, meals, or other expenses) for all hours he/she would be normally scheduled to work during the period the Employee is required to report for jury duty.
- (b) Any Employee required by subpoena or summons to attend as a witness, by virtue of their employment with the Employer, shall be considered as time worked at the appropriate rate of pay, after deducting any indemnity paid by the courts (exclusive of payments for travel, meals, or other expenses) for all hours he/she would be normally scheduled to work during the period the Employee is required to report for court duty.
- (c) Any Employee required to report for jury duty or subpoenaed or summoned as a witness, and discharged from such duty, shall report for the remainder of his/her scheduled hours for that day, providing there is at least three hours from the time of discharge from jury duty to the end of the scheduled shift.
- (d) Any Employee on leave of absence or sick leave shall not be eligible for

paid leave for jury leave or court leave.

- (e) The Employee will present proof of service and the amount received.

18.07 Special Leave

The Employer shall grant a leave of absence without loss of seniority, benefits or wages to an Employee who is member of the Volunteer Fire Department, or Emergency Measures Organization, when called to perform related emergency duties or for the emergency donation of blood.

18.08 Leave for Storm or Hazardous Conditions

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

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

18.09 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.

18.10 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 19 - SENIORITY

19.01 Seniority Defined

- (a) There shall be one seniority list for all Employees (regular, casual, temporary and term). However, the calculations for seniority shall be in accordance with Article 19.01 (b) and (c). Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, recall and reduction of work force and all other matters measured by length of service. Seniority shall operate on a bargaining-unit-wide basis, and shall be determined upon any such Employee completing the probationary period.
- (b) Calculations for Regular Employees: The seniority for regular Employees covered by this Agreement shall date from the last date of entry into the employment of the Employer within a regular bargaining unit position.

When two (2) or more persons are employed on the same day, the seniority shall be established in the order in which they were engaged.

- (c) Calculations for Casual or Term Employees (not Regular): Seniority for casual Employees and term Employees (not regular Employees) shall be based on the total hours paid to such Employees.

19.02 Seniority Roster

- (a) Although there is only one seniority list, for the purposes of accounting for calculations, there shall be two seniority rosters, one for regular Employees and one for casuals and term Employees (not regular Employees). The seniority roster for regular Employees shall show the name and the last date of entry into the employment of the Employer within a bargaining unit position and shall be revised and posted in January of each year and shall remain posted, and a copy sent to the Union. The seniority roster for casual Employees and term Employees (not regular Employees) shall show the name and the total hours paid to the casual Employee or term Employee (not regular Employee) and shall be revised and posted in January and June of each year and shall remain posted, and a copy sent to the Union.
- (b) A thirty (30) day protest period representing such revisions only shall be allowed following such posting. Upon presentation or proof of error by an Employee, or the Union, or the Employer, such errors shall be corrected. Any date not protested within thirty (30) day protest period shall be considered as permanently established.
- (c) Casuals, Temporary or Term Employees who are successful in their application for a regular position with the employer shall have their seniority date backdated to their most recent date of hire with the Employer.
- (d) A regular Employee who is successful in their application for a casual position with the Employer shall have their regular seniority converted to casual seniority. For the purpose of conversion, one year of regular service shall be the equivalent of two thousand eighty (2080) hours of casual seniority.

19.03 Probationary Employees

Newly hired Employees during their probationary period shall be subject to the provisions of this Agreement, except that he may be terminated at the sole discretion of the Employer.

19.04 Loss of Seniority and Employment

- (a) An Employee shall lose both seniority and employment in the event that:
 - i) the Employee voluntarily leaves the services of the Employer; or
 - ii) the Employee is discharged for just cause; or
 - iii) the Employee is laid off for a period of twenty -four (24) months or more; or
 - iv) having been laid off, the Employee fails to return to work within fourteen (14) days of being recalled.
- (b) However, it can be mutually agreed between the Union and the Employer to waive subsections i), iii), and iv) of Article 19.04 (a) on a without prejudice and without precedent basis.
- (c) An Employee shall lose only seniority in the event that the Employee accepts a position with the Employer outside the bargaining unit and continues in the new position for a period in excess of six (6) months.
- (d) However, it can be mutually agreed between the Union and the Employer to waive subsections 19.04 (c) on a without prejudice and without precedent basis.

19.05 Notice to Terminate Employment

An Employee shall give two (2) weeks notice to the Employer before terminating his employment.

19.06 Compensation Upon Separation

Subject to Article 16.06, when an Employee resigns, is discharged, retires or dies, the employee or his estate shall receive payment wages owed and for any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer by the Employee.

19.07 Merger and Amalgamation

In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all Employees with the new Employer.

19.08 Transfer Outside the Bargaining Unit

If an Employee is transferred to a temporary position outside of the bargaining unit, the Employee shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employee shall have the right to return to their former position in the bargaining unit during his/her trial period. When an Employee is transferred outside the bargaining unit, payment of union dues will cease immediately for the entire period the Employee is in the temporary non-bargaining unit position.

ARTICLE 20 - LAY-OFFS, REHIRING AND REDUCTION OF WORK FORCE

20.01 Definition of Layoff

A layoff is defined as a shortage of work or funds, the discontinuance of work or the reorganization of work.

20.02 Layoff and Displacement Procedure

- (a) Both parties recognize that job security should increase in proportion to length of service.
- (b) In the event of a lay-off, the effected Employees shall be displaced. Displaced Employees shall have the right to either accept the lay-off or the right to bump the Employee with less seniority provided that the displaced Employee has the ability and qualifications to fill the position. Employees shall be recalled in order of their seniority providing they are qualified to do the work. Employees subsequently displaced in accordance with this article shall also be entitled to follow this procedure.
- (c) Displacement in (b) above includes upward displacement.
- (d) Displaced Employees shall have two (2) working days to inform the Employer in writing which option they are exercising in (b) above, including the Employee to be bumped.

20.03 Layoff Notification

The Employer shall notify Employees who are to be laid off three (3) weeks before the lay-off is to be effective. If the Employee laid off has not had the opportunity to work in the three (3) weeks following notice of lay-off, he shall be paid in lieu of work previously scheduled for that part the three (3) weeks during which work was not made available. This provision does not apply to layoffs as a result of circumstances beyond the control of the Employer at which time as much notice as possible will be given.

20.04 Recall

- (a) Laid Off Employees shall have a right to be recalled for the two (2) years following the lay off, subject to Article 20.05 (a). Laid Off Employees shall be recalled in the order of their seniority providing they are qualified to do the work.
- (b) Laid Off Employees are responsible for leaving their current address and telephone number with the Employer.
- (c) A laid-off Employee being recalled shall indicate to the Employer within two (2) working days of receipt of the recall notice, the laid-off Employee's intention to accept or decline the recall. If the laid-off Employee accepts the recall, the laid-off Employee must be available to return to the Employer within two (2) weeks of the notice of recall.
- (d) Three (3) refusals of recall to any permanent position shall forfeit the laid off Employee's recall rights, seniority and employment. However, one refusal of recall to the classification the Employee had prior to lay off with the same number of hours of work or greater, shall forfeit the laid off Employee's recall rights, seniority and employment. An Employee who is not recalled to work during this 24 month period shall forfeit their recall rights, seniority and employment.
- (e) Notwithstanding (d) above, a laid off Employee who has not returned to work as a result of any of the reasons set out in (d), may opt to continue to work as a casual Employee and maintain their seniority. Employees who do not exercise this option shall forfeit their seniority and employment as set out in (d). The Employer shall contact these Employees in writing to inform them of this option.

20.05 Rights of Laid Off Employees

- (a) All positions are posted in accordance with Article 21.01, Article 21.02 and Article 21.06. Employees who are on recall, and who have the ability and qualifications to fill the position shall be automatically considered for all postings.
- (b) Employees on recall shall have access to casual and/or additional shifts provided that they have the ability and qualifications to fill the position. The seniority of the laid off Employee shall be considered in accordance with the seniority of other part-time and casual Employees who are not on recall. Accepting casual shifts shall have no effect on an Employee's recall rights nor does it extend the twenty-four (24) month period of recall.

- (c) Employees recalled to less than their regularly scheduled hours shall continue to have recall rights to their regular hours for the remainder of their twenty-four (24) month period.
- (d) Acceptance of temporary positions of three (3) calendar months or more as set out in Article 21.06 shall extend the twenty-four (24) month recall period by the length of time the Employee worked in the temporary position.

20.06 Hiring While Employees on Lay-off

Except for Casual Employees, no new Employees will be hired until those laid off have been given an opportunity of re-employment.

ARTICLE 21 - PROMOTIONS AND STAFF CHANGES

21.01 Posting Vacancies

Prior to filling a permanent vacancy in a regular position in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position. Vacant position in accordance with this Article shall be posted in the Employer's offices, and on all bulletin boards for a minimum of seven (7) calendar days. Such notice shall contain **at minimum** the following information: position, **including** required knowledge, education, ability and skills, **hours of work**; and wage and salary rate or range.

21.02 Selection of Applicant

- (a) Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making the staff changes, appointment shall be made of the applicant senior in the service, and having the required qualifications. The successful applicant shall be placed on trial for a period of 320 hours of work. Conditional on satisfactory service, such trial promotion shall become permanent after the period of 320 hours of work. In the event the successful applicant proves unsatisfactory in the position, or if he so wishes, during the aforementioned trial period, he shall be returned to his former position without loss of seniority or salary, and any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and salary.
- (b) The Employer may extend the trial period for up to an additional 320 hours of work.

- (c) **The Employer, the Union and the employee may mutually agree, in writing, to waive the trial periods at any stage.**

21.03 Notification to the Union

- (a) **The Union shall be notified of all appointments, hiring, lay-offs, re-hiring and terminations of employment.**
- (b) **The Employer shall provide, the Secretary of the Local, a list of management staff and which Dept they are responsible for, by the last day of January, each year. Any changes occurring throughout the year shall be sent to the Local's Recording Secretary at the time of hire or change in assignment.**

21.04 Advancing Years

Any Employee covered by this Agreement who through advancing years or temporary disablement is unable to perform his/her regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

21.05 Scheduling Casual Employees and Part-time Employees Requesting Additional Shifts

The day to day calling in of casual Employees and part-time Employees (who have indicated an interest in working additional shifts in accordance with Article 13.07 (b) of the Collective Agreement) shall be done in an equitable manner based on availability. In the event that the casual Employees, and part-time Employees who have requested additional shifts, can be scheduled two (2) weeks in advance, the schedule shall be done in order of seniority.

Casual Employees

Except in cases of approved periods of unavailability, casual Employees are expected as a continuing condition of employment to be available for work. The Employer shall consider requests for approved periods of unavailability for such things as, but not limited to vacations, periods of bereavement, illness, etc. Except casuals on an approved period of unavailability, where the Employer determines that a casual is not reasonably available for work when scheduled and/or contacted, the Employer shall meet with the casual Employee and a Union representative and the casual Employee shall be counseled as to the Employer's expectations. The casual shall be given three (3) months to meet the Employer's availability expectations. If the casual fails to meet such expectations, the Employer may terminate employment. Such termination shall not be considered disciplinary in nature.

Part-time Employees

Part-time Employees who have indicated an interest in working additional shifts in accordance with Article 13.07(b) are expected to be available for additional shifts when scheduled or contacted. Except those on an approved period of unavailability, where the Employer determines that the Part-time Employee is not reasonably available for additional shifts when scheduled and/or contacted, the Employer shall meet with the part-time Employee and a Union representative and the part-time Employee shall be counseled as to the Employer's expectations. The part-time Employee shall be given three (3) months to meet the Employer's availability expectations. If the part-time Employee fails to meet such expectations, the Employer may terminate the Employee's opportunity to work additional shifts for a period of six (6) months.

21.06 Filling Temporary Vacancies

- (a) Temporary or Term positions of three (3) calendar months or more shall be posted in accordance with articles 21.01, 21.02, and 21.03.
- (b) Regular Employees who are interested in changing their hours within their own department may advise the Employer in writing of their desire for any upcoming positions which suit their interest in hours. Any changes in interest must also be indicated in writing. For Temporary or Term positions of less than three (3) months, the Employer shall appoint the most senior qualified Employee within the department who has so advised the Employer provided the Employee has the ability and qualifications to do the required work. The senior Employee who has advised the Employer of their intention to temporarily change is obligated to accept the temporary position. If such Employee subsequently refuses the Temporary position, such Employee shall be ineligible for appointment to any temporary positions of less than three (3) months for a period of six (6) months. However the six (6) month period would not be imposed, if an Employee had a change in circumstance which impacted on their interest in hours and the Employee did not reasonably have enough time to indicate their change in interest in writing to the Employer before being appointed to the Temporary position.
- (c) In such case that there are no Regular Employees who have indicated their desire to change within the applicable department pursuant to (b), for Temporary or Term positions of less than three (3) months, the Employer shall offer the position in order of seniority to qualified and available casual Employees within the department. If no qualified and available casual within the department accepts the position the Employer shall appoint the least senior qualified and available casual Employee within the department.

- (d) All subsequent temporary vacancies shall also be filled in the above manner.
- (e) Temporary vacancies which arise under Article 21.06 (a) will be posted and for 7 days in accordance with Article 21.01, awarded within 14 calendar days after the posting process.

21.07 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 21 – Promotions and Staff Changes.

ARTICLE 22 - JOB RECLASSIFICATION

22.01 New Classifications

When the duties in any classification are increased or when any position not covered by Schedule "A" is established during the life 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 as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

22.02 Copies of Job Descriptions

In the event that the Employer changes a current job description or creates a new job description, the Employer shall provide the Union with a copy within thirty (30) days of the revised or newly created job description.

ARTICLE 23 - PAYMENT OF WAGES

23.01 Pay Days

The Employer shall pay salaries and wages every second Thursday, 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 wages and deductions.

23.02 Pay Days on Holidays

When pay day falls on a holiday, the pay will be issued one (1) day earlier.

23.03 Recognition of Previous Experience – RRWs and RCWs

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

ARTICLE 24 - TEMPORARY ASSIGNMENTS

24.01 Payment on 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.

24.02 Temporary Assignment to a Classification

When an Employee is temporarily assigned to perform work in a classification inside or outside the bargaining unit paying a higher rate, he shall receive the rate for the higher classification, for full hours worked in that classification.

ARTICLE 25 - SAFETY, HEALTH AND WELFARE

25.01 Occupational Health & Safety

The Employer, the Union and employees shall cooperate in providing for the safety and health of the Employees in accordance with the *Occupational Health and Safety Act*. Hazardous or dangerous practices or situations will be reported to the Occupational Health & Safety Committee, who will make recommendation to the Employer to take the necessary precautions to eliminate all hazards, and ensure reasonably safe, healthy and comfortable working conditions.

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 Parties recognize that workplace violence is an occupational health and safety issue, and that the 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).

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

(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.

The Employer agrees to provide supports in accordance with the provisions of the OH&S act to employees who experience violence in the workplace.

(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 Labour Relations Committee

The Executive Director shall be available for conferences with the Labour Relations Committee representing the Union to deal with matters that may arise. Meetings may be arranged at the request of either party. Each party shall be provided with an agenda at a time reasonably in advance of any scheduled meeting.

25.04 Staff for Preparation of Meals

The Employer agrees to provide sufficient staff for the preparation and serving of clients meals.

25.05 Benefit Plans

Subject to changes that may be imposed by the plans' administrators, the Employer agrees to maintain, unless mutually agreed to change, the existing extended health benefit plan, Dental Plan, life insurance and long term disability

benefits during the life of this Agreement for participation by Employees, subject to eligibility requirements.

The Employer shall pay sixty-five percent (65%) of the premiums of the extended health benefit plan and the Employee shall pay thirty-five percent (35%) of the premium. The premiums for the life insurance, Dental Plan and long term disability benefit shall be cost shared fifty-fifty (50% - 50%) between the Employer and the Employee.

25.06 Damage of Personal Effects

Eyeglasses, dentures and/or hearing aides damaged by a client while an Employee was performing his/her duty, shall be repaired or replaced by the Employer.

25.07 Pension Plan

The existing pension plan, subject to the changes that may be imposed by the plan administrators, will remain in effect unless mutually agreed to change.

ARTICLE 26 - CLOTHING

26.01 Uniforms Provided

Uniforms, smocks, or other protective clothing required to be worn on duty, shall be provided and replaced (with new uniforms) as required by the Employer at no cost to the Employee. Worn or damaged uniforms must be returned to the Employer when a replacement is issued.

26.02 Uniforms Property of the Employer

Such uniform clothing will remain the property of the Employer, and shall not be worn "off duty".

26.03 Outer Wear

The Employer shall provide appropriate winter wear and rain gear to Employees within the Maintenance Department.

26.04 Boot Allowance

The Employer shall provide a footwear allowance to each Employee, required to wear steel toed footwear, the sum of up to two hundred (\$200) dollars per year, upon production of a receipt.

ARTICLE 27 - GENERAL

27.01 Union Representatives

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

27.02 Punctual and Regular Attendance at Work

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

27.03 Union Notices

The Union will be permitted to post notices of meetings and other matters of interest to the membership on the Employer's bulletin boards.

27.04 No Contracting Out

The Employer agrees that work or services presently performed or hereinafter assigned to the collective bargaining unit, shall not be sub-contracted, transferred, leased or assigned to any other person, plant, company or non-unit Employee, during the life of this Agreement.

27.05 No Strike, No Lockout

The Union agrees that there shall be no STRIKE or slowdown during the term of this Agreement and the Employer agrees that there shall be no LOCKOUT of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Trade Union Act.

27.06 List of Union Officers

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

27.07 Cost of Printing Agreement

The Employer and the Union each agree to pay fifty percent (50%) of the cost of printing the Collective Agreement, in booklet form.

ARTICLE 28 - HANS - LONG TERM DISABILITY PROGRAM

28.01 LTD Program

- (a) 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.
- (b) Should an Employee in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.
- (c) Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of twelve hundred (1200) hours 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.

ARTICLE 29 - DURATION AND TERMINATION OF AGREEMENT

29.01 Term of the Agreement

This Agreement shall be in effect for the period commencing April 1, 2021 and ending March 31, 2026 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.

29.02 Changes during the Term of the Agreement

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

29.03 Notification under the Agreement

Notices to be effective must be in writing and served in the following manner:

- (a) If given by the Employer it must be served either upon the President or the Secretary of the Union **by personal service, by email or put in the Union's locked drop box.**
- (b) If given by the Union it must be served upon the **CEO or designate of the Employer by personal service or by email.**
- (c) Failure to serve such notice in the aforementioned manner will render the notice null and void.

29.04 Employee who Left the Employment

Wages for all Employees shall be retroactive to April 1, **2021**, 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 thirty (30) **calendar** days of the signing of this Agreement.

ARTICLE 30 - BENEFIT AND BINDING

30.01 Application of the Agreement

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

Except for Appendix "A" or unless specifically provided otherwise in this Collective Agreement, all provisions of this Collective Agreement shall become effective on the date of signing.

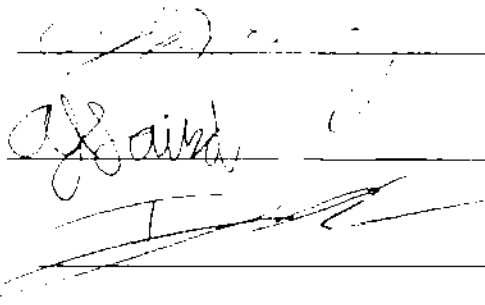
30.02 Successors and Assigns

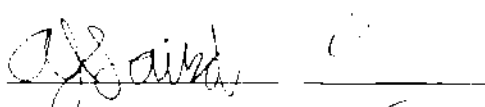
This Agreement and everything contained herein will ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

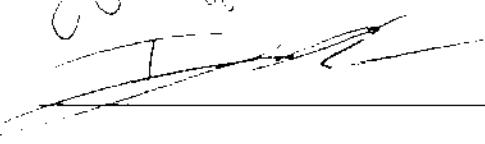
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto this 6 day of June, 2024.

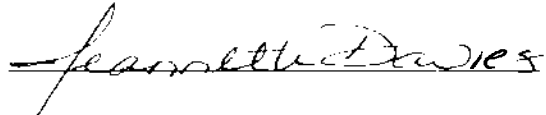
SUNSET COMMUNITY INC.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION 972









Schedule "A" Wages March 31, 2021 – March 31, 2026

Note: All annual amounts are based on 2080 hours

Note: The Employee designated as Direct Charge of the Sewage Treatment plant, shall be paid an honorarium of \$2080 per year paid out as one dollar (\$1.00) per hour for 2080 hours.

Classification		Expired	Expired	Apr.01-21	Apr.01-21	Apr.01-22	Apr.01-22	Apr.1-23	Apr.1-23	Apr.01-23	Apr.01-23	Mer.31-24	Mar.31-24	Apr.01-24	Apr.01-24	Apr.01-25	Apr.01-25
		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	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Seamstress	Probationary Rate	\$17.0429	\$35,449	\$17.2985	\$35,981	\$17.5580	\$36,521	\$18.4955	\$38,471	\$19.0504	\$39,625	\$19.1457	\$39,823	\$19.7201	\$41,018	\$20.1145	\$41,838
	Regular Rate	\$17.3327	\$36,052	\$17.5927	\$36,593	\$17.8566	\$37,142	\$18.7941	\$39,092	\$19.3579	\$40,264	\$19.4547	\$40,466	\$20.0383	\$41,680	\$20.4391	\$42,513
Dietary Services Worker	Probationary Rate	\$16.4145	\$34,142	\$16.6607	\$34,654	\$16.9106	\$35,174	\$17.8481	\$37,124	\$18.3835	\$38,238	\$18.4754	\$38,429	\$19.0297	\$39,582	\$19.4103	\$40,373
Dietary Housekeeper	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048	\$19.3361	\$40,219	\$19.7228	\$41,023
Environmental Services Worker																	

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Maintenance/Utility Worker	Probationary Rate	\$21.3031	\$44,310	\$21.6226	\$44,975	\$21.9469	\$45,650	\$22.6053	\$47,019	\$22.7183	\$47,254	\$23.3998	\$48,672	\$23.8678	\$49,645
	Regular Rate	\$21.6653	\$45,064	\$21.9903	\$45,740	\$22.3202	\$46,426	\$22.9898	\$47,819	\$23.1047	\$48,058	\$23.7978	\$49,499	\$24.2738	\$50,490
Painter / Decorator / Utility Worker	Probationary Rate	\$20.7200	\$43,097	\$21.0308	\$43,744	\$21.3463	\$44,400	\$21.9867	\$45,732	\$22.0966	\$45,961	\$22.7595	\$47,340	\$23.2147	\$48,287
	Regular Rate	\$21.0723	\$43,830	\$21.3884	\$44,488	\$21.7092	\$45,155	\$22.3605	\$46,510	\$22.4723	\$46,742	\$23.1465	\$48,145	\$23.6094	\$49,108
Maintenance Utility/Electrician Maintenance Utility/Plumber	Probationary Rate	\$25.0109	\$52,023	\$25.3861	\$52,803	\$25.7669	\$53,595	\$26.5399	\$55,203	\$26.6726	\$55,479	\$27.4728	\$57,143	\$28.0223	\$58,286
	Regular Rate	\$25.4362	\$52,907	\$25.8177	\$53,701	\$26.2050	\$54,506	\$26.9912	\$56,142	\$27.1262	\$56,423	\$27.9400	\$58,115	\$28.4988	\$59,278
Maintenance Supervisor	Regular Rate	\$25.4362	\$52,907	\$25.8177	\$53,701	\$26.2050	\$54,506	\$26.9912	\$56,142	\$27.1262	\$56,423	\$27.9400	\$58,115	\$28.4988	\$59,278
Cook I	Probationary Rate	\$20.7185	\$43,094	\$21.0293	\$43,741	\$21.3447	\$44,397	\$21.9850	\$45,729	\$22.0949	\$45,957	\$22.7577	\$47,336	\$23.2129	\$48,283
	Regular Rate	\$21.0705	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,738	\$23.1445	\$48,141	\$23.6074	\$49,103
Journeyman Cook	Probationary Rate	\$23.6415	\$47,094	\$23.9811	\$47,461	\$24.3258	\$48,219	\$24.9251	\$50,917	\$25.0387	\$51,243	\$25.8781	\$53,731	\$26.3867	\$54,754
	Regular Rate	\$23.7664	\$47,815	\$24.1111	\$48,613	\$24.4574	\$49,343	\$25.0567	\$52,042	\$25.1707	\$52,368	\$26.0101	\$54,857	\$26.5188	\$55,880
Cook Supervisor	Probationary Rate	\$23.5469	\$48,978	\$23.9001	\$49,712	\$24.2586	\$50,458	\$24.9864	\$51,972	\$25.1113	\$52,232	\$25.8646	\$53,798	\$26.3819	\$54,874
	Regular Rate	\$23.9471	\$49,810	\$24.3063	\$50,557	\$24.6709	\$51,315	\$25.4110	\$52,855	\$25.5381	\$53,119	\$26.3042	\$54,713	\$26.8303	\$55,807

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		Wage Adjustment (including 1.5%)		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.00%	
			Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.1-22 Hourly Rate	Apr.1-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Residential Rehabilitation Worker Residential Counsellor, D.P.C.W.	Start	\$20.3322 \$42,291	\$20.6372 \$42,925	\$21.7933 \$45,330	\$22.4471 \$46,690	\$22.5593 \$46,923	\$23.2961 \$48,331	\$23.7008 \$49,298						
Lifestyles Counsellor, D.P.C.W. Vocational Counsellor, D.P.C.W.	After Year 1			\$22.2382 \$46,256	\$22.9053 \$47,643	\$23.0198 \$47,881	\$23.7104 \$49,318	\$24.1846 \$50,304						
Vocational Counsellor/Cabinet Maker, D.P.C.W. Community Residential Counsellor, D.P.C.W.	After Year 2			\$22.6921 \$47,199	\$23.3729 \$48,616	\$23.4898 \$48,859	\$24.1945 \$50,325	\$24.6784 \$51,331						
Community Residential Coordinator, D.P.C.W. Residential Counsellor Lifestyles Counsellor	After Year 3			\$23.1552 \$48,163	\$23.8499 \$49,608	\$23.9691 \$49,856	\$24.6882 \$51,351	\$25.1820 \$52,379						
Vocational Counsellor Community Residential Counsellor Community Residential Coordinator	After Year 4			\$23.6276 \$49,145	\$24.3364 \$50,620	\$24.4581 \$50,873	\$25.1918 \$52,399	\$25.6956 \$53,447						

Appendix 1 to Schedule "A"

Education for Pages 46 and 50 Positions

Section 1:

The Employer agrees that continued Employer provided training is desirable and essential for its Employees and its continuing service provision to its residents

Section 2:

With respect to the new job rate Pages 46 and 50 the Employer will allow and support all Employees as of April 12, 1999 who have the required educational components a reasonable amount of time to meet standards set by the Department of Community Services for core competencies for positions on Pages 46 and 50. It is understood that any amount of time spent by current Employees acquiring the required core competency components will be considered as time worked.

Section 3:

With respect to Employees in Pages 44, 45, 48 and 49 positions as of April 12, 1999, the Employer will allow and support such Employees who have the required educational components a reasonable amount of time to meet the standards set by the Department of Community Services for core competencies for positions on Pages 46 and 50. It is understood that any amount of time spent by such Employees acquiring the required core competency components will be considered as time worked.

With respect to the new job rates on Pages 46 and 50, the Employer will recognize that any Employees who have successfully completed the trial and/or probationary period in a Pages 46 and 50 position, will be deemed to have met the required educational components.

Such Employees who are successful in obtaining a posting in a Pages 46 and 50 position shall earn the Residential Counsellor I rate of pay, and once such Employee has met the standards set by the Department of Community Services for core competencies, within a six month period from the date of appointment, they shall be paid Pages 46 and 50 rates retroactive to the date of their appointment. The six (6) month period shall be extended for any Employee who does not have the opportunity provided by the Employer to complete the training required to meet the core competencies.

Section 4:

New casual Employees, as a condition of employment, shall be allowed one hundred thirty (130) working days or one thousand forty (1040) working hours to meet the standards set by the Department of Community Services for core competencies for positions on Pages 46 and 50. This period may be extended as a result of legitimate absence. Once an Employee has met the necessary requirements their rate of pay will be the Pages 46 and 50 rates.

Section 5:

It is further understood that a rate of pay will exist in Schedule "A" Page 47 and 51 to be applied to Employees not meeting the standards set by the Department of Community Services for core competencies for positions on Pages 46 and 50. This rate of pay will cease to be applied at such time as there is an adequate pool of Residential Rehabilitation Worker (R.R.W.) candidates. The Employer will at that time set a requirement that only qualified R.R.W. casuals will be hired.

SCHEDULE "B"

Shift hours shall be as follows and may be rotated. Such shift schedules may be amended by mutual agreement between the parties.

CLIENT SERVICES DEPARTMENT

Residential Counsellors	0700 – 1500
	1500 – 2300
	0700 – 1900
	1900 – 0700
	1030 – 1830
	0730 – 1530
	1200 – 2000
	2300 – 0700
	1230 – 2030
	1300 – 2100
	Float Shift-Eight (8) hour shift, not to exceed (8) hours in any one (1) day or overtime rates apply.
	Float Shift-Ten (10) hour shift
	Float Shift-Twelve (12) hour shift

Note: In reference to the above float shifts, these shifts will not be used to replace regularly scheduled shifts as set out in Schedule B.

Community Residential Counsellors	1600 – 2400
	2400 – 0800
	0800 – 1600
	0800 – 2000
	2000 – 0800
	1200 – 2000

Community Residential Coordinators	10 hour float shift
	Float Shift-Eight (8) hour shift

Lifestyle Counsellors	0900 – 1700 or as determined by specific program needs
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SUPPORT SERVICES DEPARTMENT

Cook Supervisors, Cooks and	0630 - 1430
	0630 – 1830
Dietary Service Workers	1030 – 1830
Dietary Housekeeper	0700-1500
	0800 – 1600
Environmental Services Workers And Seamstress	0700 – 1500 or eight (8) hours between 0700 - 1900
Maintenance / Utility Worker and	0700 – 1500
Maintenance Utility / Electrician and	0600 – 1400
Maintenance Utility / Plumber	
Vocational Counsellor and	0730 - 1530
Vocational Counsellor /	0800 – 1600
Cabinet Maker	

Preference of shift work shall be determined by seniority where practical.

Casual and part-time employees who indicate an interest in working additional shifts and who work part of a shift as set out in Schedule B for the purpose of replacing an employee shall not be paid less than 4 hours at their applicable rate. Additional shifts that are less than 8 hours shall not be deemed as refusal in accordance with Article 21.05.

LETTER OF UNDERSTANDING

Pursuant to the Collective Agreement between
Sunset **Community Inc.** and
Canadian Union of Public Employees. Local Union 972

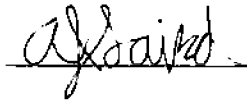
The Employer agrees that the discontinuance of the benefit of free staff meals shall;

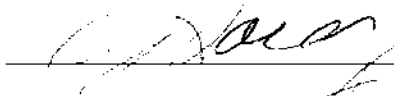
- (a) not result in any staff lay-offs as a direct consequence, and
- (b) not affect the current provision of free beverages for rest breaks as defined in Article 12.05.


SIGNED this 6 day of June, 2024

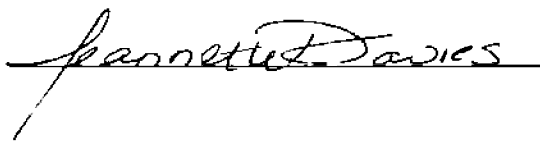
SUNSET COMMUNITY INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION 972**









MEMORANDUM OF AGREEMENT


Pursuant to the Collective Agreement between
Sunset Community Inc. and
Canadian Union of Public Employees. Local Union 972

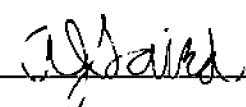
The Employer agrees to continue with the current practice of scheduling casual employees and part-time employees who requested additional shifts in accordance with Article 21.05 for the life of this Agreement.

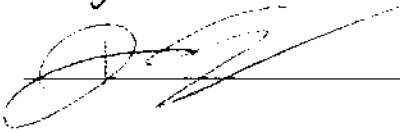
SIGNED this 6 day of June, 2024.

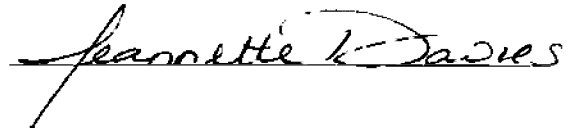
SUNSET COMMUNITY INC.

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MEMORANDUM OF AGREEMENT

Pursuant to the Collective Agreement between
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(RE: SICK LEAVE)

Employees will have the option of either (1) an early payment of the benefit as of March 31, 2015 or (2) receive pay out upon retirement or death, in accordance with the Collective Agreement, which applied to them as of March 31, 2015, but not both. If an Employee elects and receives the early payout, the applicable provision of the Collective Agreement no longer applies to them. They have accepted payment in lieu of that benefit.

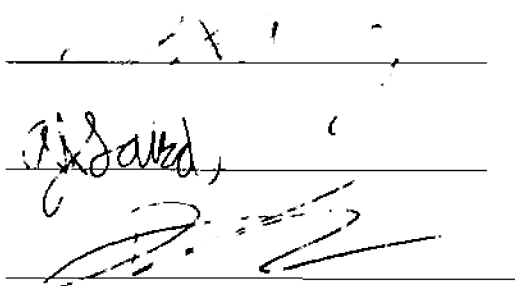
Employees who wish to choose an early payout must opt to do so in writing to the Employer not later than thirty (30) calendar days after the Employer gives notice of their eligibility for an early payout. Any Employee who does not provide written notification of choosing payout within the thirty (30) calendar days is deemed to have selected option (2).

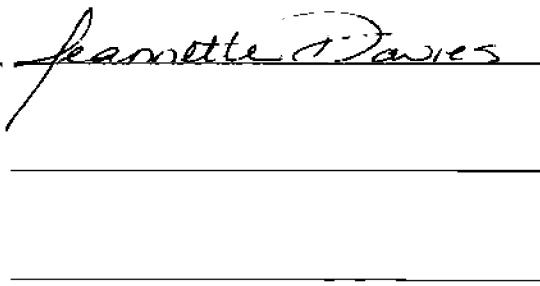
If an Employee receives the early payout, the salary used to calculate the amount shall be the hourly rate that is in effect the day immediately preceding the date of the first 1.5% wage increase, namely, March 31, 2018.

SIGNED this 6 day of JUN, 2024.

SUNSET COMMUNITY INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION 972**





MEMORANDUM OF AGREEMENT

**Pursuant to the Collective Agreement between
Sunset Community Inc. and
Canadian Union of Public Employees. Local Union 972**

(RE: REQUIRED EDUCATION)

In the event the Province of Nova Scotia decides to amend the required Core Competencies for the Residential Rehabilitation Worker and/or Residential Care 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.