



**COLLECTIVE AGREEMENT**

**BETWEEN**

**HOMEBRIDGE YOUTH SOCIETY**

**AND**

**CUPE LOCAL 4471**

**Term of Agreement**

**APRIL 1, 2021 – MARCH 31, 2026**

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## ARTICLE 1 – PREAMBLE

- 1.01 The purpose of this Agreement is to define the relations between HomeBridge Youth Society and the Canadian Union of Public Employees, the wages and working conditions of employees represented by the Union, the continuing rights of management to operate efficiently, and the means by which grievances shall be properly and equitably addressed.
- 1.02 The Employer, the Union and the employees agree to cooperate at all times to maintain and improve the quality of care to the children placed in the **Child and Youth Caring** facilities; to create a stable environment for the children; and to assist the children in learning necessary life skills.

## ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The management of the Employer's organization and the employment, direction and supervision of the employees, including the transfer, promotion, layoff, suspension and discharge for proper cause, is vested exclusively in the Employer and management.
- 2.02 The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

## ARTICLE 3 - UNION RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 4471 as the sole collective bargaining agent for all full-time and regular part-time employees of HomeBridge Youth Society, but excluding the Executive Director, **Director of Youth Care Services, Director of Operations**, Case Management Coordinator, Facilities Manager, Youth Care Supervisor, Director of Finance, Accounting/Human Resources Administrator, Supervisor Assistant, Human Resources Manager, Information Technology Manager, Communication and Development Manager, Evening Supervisor, Office Manager, Receptionist and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.
- 3.02 The Union agrees to furnish the Employer with a list of names of employees who have been elected or appointed to represent the Union and the Union will keep this list current.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Collective Agreement.

- 3.04 Employees who are representatives of the Union are required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business related to this Agreement without first obtaining permission of the Employer.
- 3.05 Subject to operational requirements, employees who are representatives of the Union may be granted leave without pay by permission of the Employer to attend to Union business related to this Agreement. Leave shall not be unreasonably denied by the Employer.
- 3.06 **Right of Fair Presentation**  
The Union shall have the right to have the assistance of representatives of CUPE or any other advisors when dealing or negotiating with the Employer.

#### **ARTICLE 4 - STRIKES and LOCKOUTS**

- 4.01 There shall be no strikes, slowdowns, or work stoppages of any kind by the Union nor any lockouts by the Employer during the term of this Agreement.

#### **ARTICLE 5 – NO DISCRIMINATION**

- 5.01 The Employer and the Union agree that there shall be no discrimination against any employee in respect of employment on account of age, race, colour, religion, creed, sex, sexual orientation, physical or mental disability, ethnic, national or aboriginal origin, family status, marital status, political belief, affiliation or activity, gender identity or gender expression, nor by reason of **their** membership or activity in the Union and any other recognized prohibited ground of discriminations cited in the Nova Scotia Human Rights Act.

#### **ARTICLE 6 – DEFINITIONS**

- 6.01 **“Employer”** is HomeBridge Youth Society.
- 6.02 **“Union”** is the Canadian Union of Public Employees, Local 4471.
- 6.03 **“Employee”** is any person who is included in the bargaining unit.
- 6.04 **“Full-time Employee”** is one who is regularly scheduled to work the standard hours as defined in Article 20.01.
- 6.05 **“Regular Part-time Employee”** is one who is regularly scheduled to work less than the standard hours of a full-time employee.

- 6.06 **“Casual Employee”** is one who works on a day-to-day basis as required. Casual employees are not members of the bargaining unit and the provisions of this Agreement do not apply to casual employees.
- 6.07 **“Temporary Employee”** is one who is hired without the intention of becoming regular and who works within a specified time period. A temporary employee shall be subject to the provisions of this Agreement, except that the temporary employee shall not be entitled to accumulate seniority. A temporary employee may be terminated at any time at the sole discretion of the Employer and such action shall not be subject to the grievance and arbitration procedure.
- 6.08 **“Spouse”** is a common-law partner, legal marriage partner or registered domestic partner.
- 6.09 **Month** - this should be defined as a calendar month as this term is used in Article 18.06, 21.04, 21.05 and 28.07 (a).
- 6.10 **“Regular Hours” shall mean:**
- (a) **For Full-time Employees the standard hours set out in Article 20.01;**
  - (b) **For Part-Time Employees all hours worked, excluding hours in excess of eighty (80) hours bi-weekly.**

## **ARTICLE 7 - UNION MEMBERSHIP REQUIREMENT**

### **7.01 All Employees to be Members**

Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

## **ARTICLE 8 – UNION DUES**

- 8.01 The Employer will, as a condition of employment, deduct an amount equal to membership dues from the biweekly pay of all employees in the bargaining unit.
- 8.02 The Union will inform the Employer of the deductions to be made under Article 8.01.
- 8.03 The Employer shall send the amounts deducted under Article 8.01 to the Secretary-Treasurer of the Union by one monthly cheque not later than the 15th day of the following month for which the deductions were made accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

- 8.04 It is understood and agreed that the Union will save and hold harmless from the Employer any and all claims that may be made against it by any employee or employees for amounts deducted from wages as provided herein.
- 8.05 The Employer shall indicate on the employee's Income Tax (T-4) slip the amount of union dues paid by each Union member in the previous year.

## **ARTICLE 9 – EMPLOYER AND UNION TO ACQUAINT EMPLOYEES**

- 9.01 The Employer agrees to advise new employees that a Collective Agreement is in effect and that Union dues shall be deducted.
- 9.02 Within thirty (30) days of a new employee commencing employment, the Employer shall inform a member of the Union's executive of the new employee. An Officer of the Union shall be given an opportunity, at a time specified by the Employer, to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the Collective Agreement.

## **ARTICLE 10 – CORRESPONDENCE**

- 10.01 All written correspondence between the parties shall pass between the Executive Director or designate and the Recording Secretary of the Union.

## **ARTICLE 11 – LABOUR MANAGEMENT COMMITTEE**

### **11.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer.

### **11.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive feedback between the parties so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices. This shall not preclude the committee from concurrently referring these matters to the JOHS committee for further discussion.
- 4) Reviewing suggestions from employees and questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings

### **11.03 Meetings of Committee**

The Committee shall meet at least quarterly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Time spent with this Committee shall be **without loss of pay**.

### **11.04 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **11.05 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons. The Union and the Employer shall each receive two (2) signed copies of the minutes ten (10) business days following the meeting. A copy of the minutes shall be forwarded the CUPE Representative assigned to the Local.

### **11.06 Jurisdiction of Committee**

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

## **ARTICLE 12 - COLLECTIVE BARGAINING COMMITTEE**

12.01 The Union may elect or appoint a collective bargaining committee, which shall consist of not more than three (3) members of the Union. The Union will advise the Employer of the names of the Union members on the Committee prior to negotiations. The three (3) employees shall each have a maximum of five (5) eight hour (8) shifts off without loss of pay or benefits while involved in direct negotiations for a collective agreement between the Employer and Union. Union caucus meetings that take place other than while involved in direct negotiations are not covered by this provision.

## **ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE**

13.01 A grievance shall be defined as any dispute relating to the interpretation, administration, or application of this Agreement. Every grievance shall be processed in accordance with the following grievance and arbitration procedure:

### **Step 1**

When an employee has a grievance, the employee shall first discuss the grievance with the employee's immediate management supervisor within five (5) business days of the occurrence of the incident giving rise to the grievance. The immediate

management supervisor shall provide the employee with a response within five (5) business days.

**Step 2**

Should the verbal response provided by the immediate management supervisor not be acceptable to the employee, the employee and the Union representative shall submit a written statement of the particulars of the grievance and the redress sought, to the Human Resources Manager within five (5) business days. This manager shall provide a decision in writing within five (5) business days of receipt of the grievance.

**Step 3**

If the decision of the Human Resources Manager under Step 2 is not acceptable to the employee, the employee and the Union representative shall submit the grievance, in writing, to the Executive Director within five (5) business days of receipt of the decision in Step 2. The Executive Director shall meet with the employee and the Union representative and shall provide a written response within five (5) business days of this meeting.

**13.02 Arbitration Board**

The Employer and Union may mutually refer any grievance to the Department of Labour and Advanced Education Dispute Resolution program.

**13.03 Single Arbitrator**

If the matter is not settled through the grievance procedure or mediation, the Employer or Union may refer the matter to a single Arbitrator appointed by mutual agreement of the parties. The referral must occur within fifteen (15) business days of the Step 3 decision or the conclusion of the mediation process. Should the parties fail to agree upon the Arbitrator, an Arbitrator shall be appointed by the Minister of Labour of the Province of Nova Scotia. The decision of the Arbitrator shall be binding on both parties.

**13.04 Policy Grievance/Dismissal or Suspension**

- (a) Where the Union has a grievance relating to a question of general application or interpretation, **or a disciplinary suspension**, Step 1 of the Grievance Procedure may be by-passed, **and the grievance procedure will be commenced at Step 2.**
- (b) **Where a grievance arises in a matter of a dismissal, Steps 1 and 2 of the Grievance Procedure may be by-passed the matter will be commenced at Step 3. The Employer shall have ten (10) days to reply.**

**13.05 Employer Grievance**

The Employer may institute a grievance by delivering same in writing to the President of the Union and the President shall respond to such grievance within

ten (10) business days. If the response is not acceptable to the Employer, the Employer may within ten (10) business days from the day the President provides a response, give ten (10) business days' notice to the President of the Union of its intention to refer the dispute to arbitration.

#### **13.06 Costs of Arbitration**

Each party shall pay:

- (i) The costs of the nominee it appoints; and
- (ii) One-half (1/2) of the costs of the Arbitrator.

13.07 "Business days" shall be defined as Monday to Friday, exclusive of holidays.

13.08 The time limits as provided for in this Article may be extended in individual cases by mutual agreement of the parties.

#### **13.09 Witness**

**At any stage in the grievance arbitration procedure, subject to operational requirements, the parties may have the assistance of any Employee having knowledge as witness to the aggrieved circumstances. Such leave request shall not be unreasonably denied.**

### **ARTICLE 14 – DISCHARGE AND DISCIPLINE**

14.01 An employee who has completed the probationary period may be disciplined or dismissed, but only for just cause. An employee shall be advised of their right to have Union Representation present at any/all meeting(s) called for disciplinary purposes including investigative meetings.

**Where an Employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) days of the discipline, suspension or discharge notify the Employee and the Union in writing.**

### **ARTICLE 15 – PERSONNEL FILE**

#### **15.01 Review of Personnel Files**

- (a) Upon request, an employee shall have access to their personnel file in the presence of their Manager or Human Resources Manager at a mutually agreeable time.
- (b) The employee shall also have the right to Union Representation when viewing their personnel file.
- (c) An employee shall have the right to make copies of any material contained in their personnel file.

- (d) An employee shall have the right to respond to anything contained in their personnel file.
  - (e) **The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any record of discipline from the file of an Employee the existence of which the Employee was not made aware of at the time of filing.**
- 15.02 (a) An employee's personnel file shall be cleared of any disciplinary record, other than suspension, after twenty-four (24) months provided the file does not contain any further record of disciplinary action during the twenty-four (24) month period.
- (b) **An employee's personnel file shall be cleared of any suspension after six (6) years provided the file does not contain any further record of disciplinary action during the six (6) year period.**

## **ARTICLE 16 – SENIORITY**

16.01 Seniority means the length of continuous service with the Employer from the last date of hire within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

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

The Union shall advise the Employer within thirty (30) days of the posting of any errors or omissions in the seniority list. If no evidence of any errors or omissions is presented to the Employer within the thirty (30) days, the list shall be deemed to be accurate.

16.03 An employee shall lose seniority and the employee's employment shall be deemed to be terminated where the employee resigns, is dismissed, is laid off for a period in excess of twelve (12) months, fails to return to work on an agreed date, or is absent for a period of three (3) scheduled working days without notifying the Employer of such absence and without providing a reason, satisfactory to the Employer, for the absence and failure to notify the Employer.

16.04 Employees transferred for a temporary period of twelve (12) calendar months or less to a position outside of the bargaining unit shall continue to be credited for seniority for the term of the appointment. Employees transferred to a position outside of the bargaining unit for a period in excess of twelve (12) calendar months shall retain seniority in the bargaining unit up to the date of leaving the unit, however, the employee shall not accrue seniority during the temporary

appointment in excess of twelve (12) months, unless mutually agreed between the Employer and the Union.

## **ARTICLE 17 – PROBATIONARY PERIOD**

17.01 Employees hired by the Employer shall serve a probationary period the lesser of i) one (1) year or ii) 1560 hours worked in a bargaining unit position. The probationary period may be extended at the sole discretion of the Employer. During the probationary period, employees shall be entitled to exercise all benefits, subject to eligibility requirements, except that such employees shall be subject to discipline or dismissal at the discretion of the Employer. Upon successful completion of the probationary period, such employee shall cease to be a probationary employee.

## **ARTICLE 18 – PROMOTIONS AND STAFF CHANGES**

18.01 (a) Where the Employer determines that:

- i) A regular vacancy exists;
- ii) A new position is created; or
- iii) A temporary vacancy exists as a result of a leave of absence of three (3) months or more.

and the Employer determines that the position is to be filled, the Employer shall fill the position in accordance with the following provisions.

(b) Vacancies shall be posted at least twice per year.

(c) Where a vacancy arises between postings, the Employer may transfer an employee from another designated facility. Subject to the needs of the program, and accommodations that may be required, preference will be given to employees who have indicated a desire to transfer to that particular program/facility. If two or more employees have made the same request, the transfer shall be made to the employee with the first request. Transfers shall be limited to the equivalent guarantee or less.

(d) A part-time employee who accepts a temporary full-time position shall receive all the benefits of a full-time employee except Articles 31 and 32 (Insured Benefits and RRSP). Articles 31 and 32 shall be on the basis of a part time employee.

18.02 (a) When the Employer determines that a vacancy is to be filled in the bargaining unit, a notice shall be posted for a period of **ten (10)** calendar days and applications must be received within that time period.

(b) **An unsuccessful Bargaining Unit applicant may, within ten (10) days of notification of the awarding of the position, make a request for an explanation to the Human Resources Manager as to why they were not granted the position. The Employer shall provide an explanation to the Employee as soon as practicable after receipt of the request. The time limit for the filing of a grievance under Step One of the Grievance Procedure shall run from the date the Employee receive the explanation from the Employer.**

18.03 Such notice shall include the classification of the position, an overview of the skills, abilities and qualifications required, hours of work, shift and salary range.

18.04 A vacancy in the bargaining unit which cannot be filled with a qualified bargaining unit employee may be advertised externally.

18.05 In making the selection to fill the vacancy, the Employer will select the best candidate based on the skill, ability and qualifications required to perform the job in an effective manner. Where these factors are equal, the applicant with the greater seniority with the Employer will be given preference.

18.06 The successful employee, from the bargaining unit, shall be placed on a trial period for three (3) months. In the event that the employee is unsatisfactory in the position during this period, the employee shall be returned to **their** former position at the Employer's sole discretion. The employee retains the option of returning to **their** former position during this period. Any other employees promoted or transferred as a result of the promotion shall also be returned to their former positions.

18.07 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards/communication binders.

18.08 Once an employee has accepted a temporary position, that employee cannot accept another temporary position if the new temporary position commences prior to the completion of the initial temporary position. This provision may be waived by mutual consent between the Employer and the employee.

#### 18.09 **Resignation**

Four (4) weeks written notice of resignation shall be given regarding resignation of employment by an Employee, unless mutually satisfactory arrangements are made otherwise.

#### 18.10 **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 people, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and 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 18.

## **ARTICLE 19 - LAYOFF AND RECALL**

### **19.01 Definition of Layoff**

An employee may be laid off because of shortage of work or funds, or the discontinuance of work or the reorganization of work.

### **19.02 Layoff**

In the event of a layoff, employees shall be laid off in the reverse order of seniority.

### **19.03 Recall**

Employees shall be recalled in the order of seniority provided they have the skills, ability and qualifications required to perform the work effectively.

### **19.04 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

### **19.05 Notice of Layoff**

Employees shall be given fourteen (14) calendar days written notice of layoff and copied to the Union. Where such notice is not given, the employee shall receive pay in lieu of notice equivalent to the regular pay the employee would have otherwise earned during the notice period.

### **19.06 Grievance on Layoff and Recalls**

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

## **ARTICLE 20 - HOURS OF WORK AND OVERTIME**

20.01 The standard hours of work for full-time employees shall be an average of eighty (80) hours in a two (2) week period.

20.02 The standard hours of work shall be twelve (12) hours per day or eight (8) hours per day.

20.03 Shifts shall commence at reasonable times as determined by the Employer.

20.04 The work schedule for all full-time and regular part-time employees shall be posted by the Employer in an appropriate place at least four (4) calendar weeks in advance. There shall be no changes by employees to the schedule without the approval of the Employer. The parties agree that the Employer may be required to change the schedule for client and operational reasons.

### **20.05 Part-Time Employees - Additional Shifts & Relief Shifts**

- (i) All Part-Time employees shall indicate to the Supervisor or designate (on the Part-time Employee Availability Form – Appendix “H”) whether or not the employee is interested in the assignment of Additional Shifts (shifts that are known prior to posting) and that are beyond **their** designation.
- (ii) A Part-time employee may be assigned Additional Shifts up to the point of **their** willingness to work Additional Shifts. The Employer shall first assign Additional Shifts, subject to other provisions of the Agreement, to Part-time Employees within a designated facility as equitable as possible per posting on the basis of indicated availability. The Employer shall assign any remaining Additional Shifts to Part-time Employees designated to other facilities as equitable as possible per posting on the basis of indicated availability. If Additional Shifts still exist after the assignment of Additional Shifts to all Part-time Employees who had indicated a willingness to work Additional Shifts, as set out above, the Employer may offer the Additional Shifts to casual employees.
- (iii) A Part-Time Employee is permitted to submit a revised Availability Form indicating availability semiannually when schedules are reviewed (spring & fall). A revised Part-Time Employee Availability Form may be submitted outside of the above time periods however such requests are subject to approval by the Supervisor or designate. Upon approval, the revised availability will come into effect for the next applicable posted schedule (approximately every 3 months).

## 20.06 Relief Shifts with at least seventy-two (72) hours' notice

- (i) A Part-time employee may be assigned Relief Shifts (shifts that become available after a shift schedule has been posted) if **they** had indicated an interest in working Relief Shifts. Relief Shifts that become available with at least seventy-two (72) hours' notice prior to the commencement of the Relief Shift, the Relief Shift will be assigned, subject to other provisions of this Agreement, as equitable as possible to Part-timers within a designated facility who have not already been assigned to work. If Relief Shifts still exist after assignment to Part-time employees as set out, the Employer may assign Relief Shifts as equitable as possible to casual employees within the designated facility who have not already been scheduled to work. If Relief Shifts still exist after assignment to Part-time employees as set out, and casual employees as set out, the Employer may assign Relief Shifts as equitable as possible to part-time employees and casual employees designated to other facilities who have not already been assigned to work.

## Relief Shifts with less than seventy-two (72) hours' notice

- (ii) The Employer shall offer any Relief Shifts that become available with less than seventy-two (72) hours' notice prior to the commencement of the Relief Shift, subject to other provisions of this Agreement, as equitable as possible to Part-time and casual employees within a designated facility who have not already been assigned to work. If Relief Shifts still exist after the assignment to Part-time and casual employees, as set out, the Employer may offer Relief Shifts as equitable as possible to part-time and casual employees designated to other facilities who have not already been assigned to work.
- (iii) In the event that Part-Time employees who have indicated availability for Relief Shifts and are consistently unavailable for such shifts or consistently refuse Relief Shifts when offered, the Employer may cease assigning and offering the employee Additional and Relief Shifts until such time that the Employer is satisfied that the employee has demonstrated that **they** will be available for such shifts.

20.07 (a) Where the Employer requires a full-time employee to work in excess of the standard hours of work in a two (2) week period, the employee shall receive time and one- half (1.5x) for the hours worked as time off. Time worked may also be banked or paid out, **and Semi-annually employees will determine which option they choose**. An employee's banked time off shall not exceed sixty (60) hours at any given time. Such time may be taken by the employee at a time mutually agreeable to the Employer and the employee.

20.07 (b) Where the Employer requests or requires a full-time employee to work a double shift (or part thereof), the employee shall receive time and one- half

(1.5x) for the hours worked **per their election in 20.07 (a)**. If the employee is scheduled to work their next regular shift without at least an eight (8) hour break, the subsequent shift shall be cancelled, and **the Employer will discuss available options with the Employee. After discussing the available options, the Employee shall have the right to choose which option best suits their circumstance.**

20.08 Except in an extra staffing situation, where a part-time employee has any shift cancelled with less than twenty-four (24) hours' notice, the part-time employee shall be provided with work for the originally scheduled period or paid for the cancelled shift.

20.09 Where the Employer requires a part-time employee to work in excess of forty-eight hours (48) in one week, the employee shall receive pay at time and one-half (1.5x) for the hours worked.

20.10 An employee who is required to report for work following completion of a shift but before the commencement of the next shift for work required to be completed from the previous shift, shall be paid at the employee's regular rate of pay. The overtime may be banked by full-time employees or taken as time off (at a mutually agreeable time) or paid out. Such Employee will be paid for a minimum of three (3) hours pay. Working additional shifts shall not be considered as a callback for a regular part-time employee.

#### 20.11 **Semi-Annual Time Change**

The changing of daylight savings time to standard time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours.

#### 20.12 **Adjustment to Work Hours**

The parties agree that shift start and stop times may need to be adjusted by the Employer in order to meet client and operational needs. Where such need arises for an employee who is regularly scheduled to work 9:00 – 5:00 pm that employee shall inform the supervisor of the need to adjust their working hours. Such requests are subject to supervisory approval. Notwithstanding the foregoing, employees shall be required to work their eighty (80) hours in a biweekly period. In no instance shall an adjustment in working hours result in overtime.

#### 20.13 **Self Scheduling**

Notwithstanding Article 20.05, where the full-time and part-time Youth Care Workers of any given **Child and Youth Care** facility express an interest in self scheduling their hours of work, the employees shall express such an interest to their immediate supervisor. Approval of self scheduling shall be at the discretion of the employer on-the-basis of its operational requirements. The employer may discontinue self scheduling on-the-basis of the same exercise of discretion.

Where self-scheduling exists, it shall be exercised within the following parameters:

- i) Subject to operational requirements, full-time Youth Care Workers will select their preferred weekend shifts (Friday 7:00 pm to Sunday 7:00 pm inclusive) by date of hire seniority.
- ii) Subject to operational requirements full-time Youth Care Workers will select their preferred mid week shifts (Monday 7:00 am to Friday 7:00 am inclusive). In the event there is a shift conflict between employees, date of hire seniority will prevail.
- iii) Subject to operational requirements, part-time Youth Care Workers will select their schedules from the remaining shifts. Self scheduling for part-time Youth Care Workers is limited to the scheduling of each employees designated minimum employment guarantee.

## **ARTICLE 21 – HOLIDAYS**

21.01 The following shall be considered as paid holidays for all full-time employees:

New Year's Day	Natal Day
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
<b>National Truth and Reconciliation Day</b>	

As well as any other day proclaimed by the provincial government.

21.02 When any of the paid holidays identified in Article 21.01 fall on a Saturday or Sunday, the actual day of the holiday is observed, except in the case of full-time employees who are regularly scheduled to work Monday to Friday, in which case the holiday shall be observed on the following Monday.

21.03 A full-time employee who is required to work on a holiday listed in Article 21.01 shall be compensated as follows:

- (a) paid at straight time for the hours worked; and
- (b) shall receive one-half (1/2) of the hours worked as time off; and
- (c) shall receive eight (8) hours in lieu of the holiday as time off.

Any time off banked pursuant to this Article must be taken two months before, the month of or the two months following the holiday, at a time mutually agreed by the Employer and the employee.

21.04 When a holiday listed in Article 21.01 falls on the scheduled day off of a full-time employee, the employee shall bank eight (8) hours off to be taken in the two months before, the month of, or the two months following the holiday, at a time mutually agreed by the Employer and the employee.

21.05 The following shall be considered as paid holidays for all regular part-time employees:

New Year's Day

Good Friday

Heritage Day

**National Truth and Reconciliation Day**

Canada Day

Labour Day

Christmas Day

21.06 A regular part-time employee who is not scheduled to work on a holiday listed in Article 21.05 shall be paid at the employee's regular rate of pay for eight (8) hours provided the regular part-time employee has worked one hundred and twenty (120) hours in the thirty (30) days prior to the holiday, the scheduled shift before the holiday and the scheduled shift after the holiday.

21.07 A regular part-time employee who is required to work on a holiday listed in Article 21.06 shall be paid at straight time for the hours worked and shall receive eight hours as time off in lieu of the holiday to be taken in the ninety (90) day period following the holiday, at a time mutually agreed by the Employer and the employee.

21.08 A regular part-time employee who is required to work on Remembrance Day shall be paid at time and one-half (1.5x) for the hours worked.

**21.09 Holiday Defined**

Holiday means the twenty-four (24) hour period commencing 0001hours and ending at 2359 hours on the day designated as a holiday in this Agreement.

**ARTICLE 22 – VACATIONS**

22.01 Vacation credits shall accumulate to full-time employees on the following basis:

(a) Less than one (1) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.3 regular hours paid (to a maximum accumulation of 10 hours per month).

(b) After one (1) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.3 regular hours paid (to a maximum accumulation of 120 hours per year).

(c) After five (5) years of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13 regular hours paid (to a maximum accumulation of 160 hours per year).

- (d) After twelve (12) years of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 11.5 regular hours paid (to a maximum accumulation of 180 hours per year).
- (e) Commencing on April 1, after eighteen (18) years of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.4 regular hours paid (to a maximum accumulation of 200 hours per year).
- (f) **Vacation for full-time employees shall be front-loaded at the beginning of the vacation year. An employee terminating employment at any time in the vacation year prior to using their earned vacation shall be entitled to a proportionate payment of wage in lieu of such vacation prior to termination. An employee, upon separation from the employer shall compensate the employer for vacation which was taken but not earned.**
- (g) **Effective April 1, 2024 each full-time employees' prior part-time service in the bargaining unit shall count as years of service for the purpose of determining their vacation accrual rate.**

22.02 Employees are expected to take their vacation time in the year in which it is accrued. However, a full-time employee may request vacation carry over to a maximum of forty-eight (48) accrued hours. Such a request shall be made, in writing, to the employee's immediate supervisor or designate by February 15<sup>th</sup> of each year. Vacation carry over shall be taken in the following vacation year at the rate of pay prevailing at the time the vacation is taken.

22.03 If a paid holiday falls during a full-time employee's vacation period, **the employee shall bank eight (8) hours off to be taken in the two months before, the month of, or the two months following the holiday, at a time mutually agreed by the Employer and the Employee.**

22.04 Regular part-time employees shall accrue 4% of gross earnings in lieu of paid vacation. **Regular part-time employees with seven (7) years of service and above shall accrue 6% of gross earnings in lieu of paid vacation.** Regular part-time employees are entitled to take a maximum of two (2) weeks of unpaid vacation time. Accrued vacation pay shall be paid out, at the employee's option, on either;

- (a) The pay period closest to, but preceding December 15<sup>th</sup>, and at the pay period immediately following the end of the vacation year, or
- (b) At the time the employee takes the unpaid vacation leave and at the pay period immediately following the end of the vacation year.

22.05 An employee who terminates employment during the vacation year shall have **their** vacation entitlement determined on a pro rata basis and reconciled with **their**

final pay.

- 22.06 (a) Where an employee can establish that the employee was ill during **their** vacation period and that the illness or accident required hospitalization, or the employee was confined to bed on doctor's orders, during the employee's scheduled vacation, sick leave may be substituted for the vacation days interrupted while the employee is hospitalized or confined to bed. Vacation time off shall be rescheduled.
- (b) Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the employee, to the satisfaction of the Employer prior to the commencement of the vacation, that the employee's illness or accident has occurred and that the illness or accident is such that the vacation plans of the employee will be interrupted. Vacation time off shall be rescheduled.
- (c) If a death occurs for which compassionate leave is provided pursuant to Article 25.01, and the employee has scheduled vacation days during the compassionate leave period, compassionate leave shall be substituted for the scheduled vacation days.

22.07 When an employee is required to work during a scheduled vacation period, the employee shall be paid at time and one-half (1.5x) for the hours worked and shall have **their** vacation day rescheduled.

22.08 The vacation year shall be defined as the twelve (12) month period ending March 31.

22.09 The Employer will attempt to schedule vacations at times requested by employees, subject to the Employer's operational requirements. The Employer will give preference to more senior employees.

22.10 Upon giving three (3) regular business days' notice, an employee may, at the Employer's discretion be permitted to cancel a previous request for vacation time or time in lieu.

For the purpose of this Article "*regular business days*" means 9:00 am Monday to 5:00 pm Friday.

## **ARTICLE 23 – SICK LEAVE**

23.01 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 the employee is not otherwise receiving pay for that day and provided the employee has sufficient sick leave credits.

- 23.02 Sick leave means the period of time an employee is absent from work due to illness or an injury for which compensation is not payable under the *Workers' Compensation Act*.
- 23.03 Effective the date of signing of the collective agreement, Full-time employees accrue sick leave at the rate of ten (10) hours for each 173.33 regular hours paid. Accrued sick leave may be carried over from year to year to a maximum of nine hundred (900) hours.
- 23.04 Effective the date of signing of the collective agreement, Part-time employees accrue sick leave at the rate of six point six seven (6.67) hours for each 173.33 **hours worked**. Accrued sick leave may be carried over from year to year (1 April to 31 March) to a maximum of nine hundred (900) hours.
- 23.05 An employee may be required to provide medical verification of illness, satisfactory to the Employer, for any absence at the Employer's request.
- 23.06 Employees returning from a leave in excess of 4 weeks and for medical reasons are required to provide notice to the employer of their intention to return. The employer may require certification from a qualified medical practitioner of the employee's fitness to return to duty. Once the employee has provided notice of return and the notice is supported by any requested medical documentation, the employee will be re-inserted into the schedule no later than 5 working days from either the date of notice or the date when medical documentation is received, whichever is later.

### **23.07 Medical / Family Illness Leave**

Employees are expected to make every effort to schedule medical appointments (doctors, dentists, etc.) outside of working hours. When an employee is unable to do so, the appointment should be scheduled at the beginning or end of their shift, and sufficient notice must be given to their supervisor so that arrangements can be made for a replacement. Employees are requested to take only those hours required for each appointment. Except in emergencies, same - day notice is not considered adequate.

Full- time employees with sufficient sick leave credits shall be allowed a paid leave of absence of up to a total of thirty-six (36) hours per year (April 1 to March 31) debited against sick leave credits in order to:

- (a) Engage in the employee's personal medical/dental care during work hours.
- (b) Attend to an employee's sick child, parent, or member of the employee's Immediate Family as defined in Article 25.01, who has become ill or disabled, in order to make alternate care arrangements where the employees' personal attention is required and which could not be serviced by others or attended to by the employee outside of **their** assigned shifts.

- (c) The Employer may require verification of the condition claimed.

## **ARTICLE 24 – UNION LEAVE**

24.01 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, may be granted a leave of absence without pay, but with no loss of benefits, operational requirements permitting. Such leave will not be unreasonably denied.

The Employer agrees to maintain pay at the regular rates for those employees who are granted such an unpaid leave of absence and shall invoice the Union at one hundred and twenty percent (120%) of the employee's regular rate of pay.

## **ARTICLE 25 – BEREAVEMENT LEAVE AND COMPASSIONATE CARE LEAVE**

### **25.01 Bereavement Leave**

Immediate Family - includes the Employee's father, mother, step-mother, step-father, guardian, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child, or ward of the Employee, grandparent, step-grandparent, or grandchild or step-grandchild of the Employee. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time the benefit is claimed.

- (a) If a death occurs in the employee's immediate family on a day when the employee is at work or scheduled to work, then said employee shall be granted bereavement leave with pay for **their** scheduled shift or the remainder of the scheduled shift.
- (b) The employee shall also be granted five (5) calendar days leave of absence effective midnight following the death and shall be paid for all shifts the employee is scheduled to work during the five (5) calendar day period.
- (c) Every Employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral or memorial service of an Employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Employee. Subject to operational requirements, up to two (2) additional days leave without pay may be granted.
- (d) If an employee is in receipt of paid holiday, vacation or sick leave credits at the time of bereavement, the employee shall be granted bereavement leave

and be credited the appropriate number of days to **their** holiday, vacation, or sick leave credits.

- (e) If the funeral or memorial service occurs outside a **250 Kilometre radius of the Employer's main office**, one additional day paid leave shall be granted in relation to the death of an Immediate Family member. An additional one (1) calendar day unpaid leave shall be granted should the funeral or memorial service of a family member listed in 25.01 (c) take place outside of a **250-kilometre radius of the Employer's main office**.
- (f) **In the event that the funeral or memorial service for any Immediate Family does not take place within the period of bereavement leave, the employee may defer a day of their bereavement leave without loss of regular pay until the day of the funeral or memorial service.**

In recognition of the fact that circumstances, which call for bereavement leave, are individual, the Employer, on request, may grant additional bereavement leave without pay at its discretion.

#### **25.02 Compassionate Care Leave**

Employees shall be entitled to Compassionate Care Leave as permitted by the *Labour Standards Code*.

### **ARTICLE 26 – PREGNANCY, ADOPTION AND PARENTAL LEAVE**

26.01 An employee shall be granted pregnancy leave, parental leave and adoption leave without pay in accordance with the *Labour Standards Code*.

### **ARTICLE 27 – LEAVE OF ABSENCE**

27.01 Leave of absence shall mean an absence from work requested by an employee and consented to by the Employer in writing. Any leave granted shall be for a specified period of time. The granting of any leave of absence shall be at the discretion of the Employer based on operational requirements. Such leave of absence shall be without pay.

27.02 It is the responsibility of the Employee to make every reasonable effort to arrive at **their** work location 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:

- i. take the absent time as unpaid; or

- ii. deduct the absent time from accumulated overtime, holiday time or vacation; or
- iii. when the Employee has no entitlement to accumulated paid leave, the Employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.

27.03 Where an employee is subject to a Department of Community Services investigation related to alternate employment, the employee shall be placed on leave without pay for the period of the investigation.

**27.04 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 28 – WAGES**

28.01 The Employer shall pay wages on a biweekly basis in accordance with Appendix “A” attached hereto and forming part of this Agreement. Employees shall receive an itemized statement of wages and deductions.

28.02 When an employee is temporarily assigned by the Employer to perform work in a classification paying a lower rate than the employee’s regular rate, the employee shall be paid their regular rate.

28.03 When an employee is temporarily assigned by the Employer to perform work in a classification paying a higher rate than the employee’s regular rate, the employee shall receive the rate for that classification. Where that classification rate is on an increment scale, the employee shall receive a rate of one (1) increment step higher than the employee’s current rate.

28.04 An employee assigned by the Employer to temporarily fill a management position shall be compensated at a rate which approximates one (1) increment step (based on the employee’s current scale) higher than the employee’s current increment rate.

28.05 When a regular part-time employee is assigned to fill a temporary full-time vacancy, the regular part-time employee shall maintain **their** status as regular part-time while in the temporary full-time vacancy and shall be entitled to the benefits of a regular part-time employee, except that the regular part-time employee shall be entitled to the sick leave, vacation and holiday benefits as provided for full-time employees.

When the temporary full-time term is at an end, the regular part-time employee shall receive the benefits of a regular part-time employee.

Any accrued sick leave and banked statutory holiday time shall carry forward. Any accrued vacation leave and banked overtime shall be used prior to the end of the full-time term; however, if the employer is unable to grant the vacation time or time off, they shall be paid out at the end of the term.

#### **28.06 Travel Allowance**

An employee who is authorized to use a privately owned automobile for the Employer's business shall be paid **the Provincial Civil Service rate**. This provision is not applicable to maintenance workers who are provided with a vehicle allowance in accordance with Article 28.10.

Adjustments will be made to this rate in accordance with and on the same effective dates as adjustments to the Department of Community Service rates.

#### **28.07 On Call Provision**

- (a) Maintenance workers who are assigned by the Employer to be on call for a period of one (1) month shall be compensated by receiving an eight (8) hour day off with pay per month assigned to on call duty. Such eight (8) hour day off shall be taken at a time mutually agreeable to the Employer and the employee.
- (b) Maintenance workers who are called into work while on call shall be compensated by receiving a minimum of three (3) hours' time off in lieu at a time mutually agreeable to the Employer and the employee.
- (c) For Maintenance workers who are called into work, the minimum three (3) hour payment shall apply only once during each eight (8) hour on call period. Subsequent calls during the same eight (8) hour period shall be taken as time off on an hour for hour basis.
- (d) To qualify for compensation pursuant to (b) & (c) above, the maintenance worker is required to travel to and from the employer premises outside normal working hours.

**28.08** When an employee is on duty and authorized to attend an education program during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay.

When an employee is required by the Employer to attend courses outside of the Employee's regularly scheduled hours the employee shall be compensated in accordance with Article 20 for time spent in attendance at such courses.

When an employee attends a course sponsored by the Employer but designated by the Employer as being voluntary, the Employee will not be paid for any hours in attendance.

28.09 Employees shall be placed at the start rate of **their** respective classification. Notwithstanding, and at the sole discretion of the Employer the Employer may place newly hired, promoted, or transferred employee at a higher rate on the scale based on the employee's prior related experience and/or education.

#### 28.10 **Travel and Vehicle Allowance**

- (a) Designated employees who are authorized for a vehicle allowance shall receive a flat monthly rate **equal to that established by the Provincial Civil Service.**
- (b) A designated employee who is authorized for a vehicle allowance pursuant to (a) above, shall also be paid for Employer business travel **at the per kilometer rate established by the Provincial Civil Service for employees in receipt of a vehicle allowance. .**

Adjustments will be made to this rate in accordance with and on the same effective dates as adjustments to the Department of Community Services rates.

#### 28.11 **Shift Premium**

Employees shall receive a shift premium of \$2.25 per hour for all hours worked between 1900 hours and 0700 hours. **The premium shall be increased as follows:**

- i) **Effective July 3, 2024 (the date of ratification) to \$3.50 per hour; and**
- ii) **Effective April 1, 2025 to \$4.00 per hour.**

**The shift /weekend premium shall be applicable to all hours worked, including overtime hours worked.**

#### 28.12 **Weekend Premium**

Employees shall receive a weekend premium of **\$2.25** per hour for all hours worked between midnight Friday and midnight Sunday. **The premium shall be increased as follows:**

- i) **Effective July 3, 2024 (the date of ratification) to \$3.50 per hour; and**
- ii) **Effective April 1, 2025 to \$4.00 per hour.**

**The shift/weekend premium shall be applicable to all hours worked, including overtime hours worked.**

28.13 Employees required to wear CSA approved footwear shall be eligible for reimbursement of up to \$200.00 every two (2) years for the purchase of approved safety footwear. Housekeeping and Kitchen Employees at the Reigh Allen Centre shall be eligible for reimbursement of up to \$150.00 every two (2) years for the purchase of approved slip resistant footwear. Reimbursement shall be in accordance with the Employer's policy.

## **ARTICLE 29 – JOB DESCRIPTION**

29.01 The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent.

## **ARTICLE 30 – NEW CLASSIFICATION**

30.01 Should a new classification be created within the bargaining unit during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein prevents the Employer from filling the position(s) and having the employee work in the position(s) during such negotiations. The rate of pay once established shall be retroactive to the date on which the successful candidate commenced work in the classification.

## **ARTICLE 31 – EMPLOYEE BENEFITS**

31.01 The Employer agrees to maintain a Group Life Insurance, Group Health and Dental, and Long-Term Disability Plan during the life of this Agreement for participation by full-time employees, subject to eligibility requirements. Participation by employees who are currently in the Plan and by new eligible full-time employees is mandatory except as provided by the Plan.

31.02 The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Health and Dental Plan. This provision shall apply to full-time employees who agree to pay the other thirty-five percent (35%) of the premiums. Full-time employees shall pay one hundred percent (100%) of the cost of premiums for the Group Life and Long-Term Disability Plan.

### **31.03 Basic Group Health Plan for Part-time Employees**

The Employer agrees to maintain a Basic Group Health Plan and Dental which excludes vision, life and long-term disability coverage during the life of this Agreement for participation by part-time employees, subject to eligibility requirements. Participation by part-time employees who meet the eligibility requirements of the plan is mandatory except as provided by the Plan.

The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Basic Group Health Plan for part-time employees. Part-time employees shall pay thirty-five percent (35%) of the cost of premiums.

### **31.04 Benefit Entitlement during Unpaid Leaves**

#### Approved Unpaid Leave for less than 30 days

While an employee is on an approved unpaid leave of absence for less than thirty (30) days commencing on the first day of absence from the workplace, an employee may continue participation in eligible benefit plans, subject to eligibility requirements. The Employer shall pay sixty-five percent (65%) of the cost of the premiums. This provision shall only apply to employees who agree to pay the other thirty five percent (35%) of the cost of the premiums.

#### Approved Unpaid Leave in excess of 30 days

While an employee is on an approved unpaid leave of absence in excess of thirty (30) days commencing on the first day of absence from the workplace, the employee may continue participation in eligible benefit plans provided that the employee pays 100% of the cost of the participation (both employer and employee portion). Continued participation shall be subject to eligibility provisions of the respective benefit plans. Where the employee opts in writing to maintain the benefit plans the employee shall enter into an arrangement satisfactory to the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof.

For clarification purposes, if an employee is in receipt of Long-Term Disability Benefits, **they are** considered to be on an unpaid leave.

### **31.05 Benefit Entitlement while on Workers' Compensation**

While an employee has an approved claim for Workers' Compensation Board Benefits, commencing on the first day of absence from the workplace, an employee may continue participation in eligible benefit plans, subject to eligibility requirements. The Employer shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of six (6) months.

Following six (6) months on Worker's Compensation Benefits, the employee may continue participation provided that the employee pays 100% of cost of the plan. Where the employee opts in writing to maintain the benefit plans the employee shall enter into an arrangement satisfactory to the Employer to pay the full cost required to maintain the benefit plan.

## **ARTICLE 32 – GROUP RRSP**

32.01 The Employer agrees to provide a Group RRSP for full-time employees who have been employed for a minimum of three (3) months with the Employer, subject to the eligibility requirements and the terms of the Plan. The Employer's contribution to the Group RRSP will be six percent (6%) of the earnings of the full-time employee and shall be locked-in the Plan. The full-time employee shall match the Employer's six percent (6%) contribution.

### **32.02 Group RRSP for Part-time Employees**

The Employer agrees to provide a Group RRSP for part-time employees who have been employed with the Employer for a minimum of three (3) months as regular part-time employees effective April 1, 2008. Enrollment in the plan will be subject to the eligibility requirements and terms of the Plan.

The Employer's contribution to the Group RRSP will be five percent (5%) of the earnings of the part-time employee and shall be locked-in the Plan. The part-time employee shall match the Employer's five percent (5%) contribution.

## **ARTICLE 33 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **33.01 Everyone is responsible for safety in the workplace.**

(a) Establishment of Committee

The Union and the Employer in accordance with the Nova Scotia *Occupational Health and Safety Act*, shall cooperate in establishing rules and practices which promote a safe and healthy workplace.

(b) The respective Union and Employer caucuses will approach members of their caucuses who have missed three (3) consecutive meetings without acceptable written reason and will either replace or remind the member of their responsibility.

(c) Composition of Committee

A Health and Safety Committee, (otherwise known as Joint Occupation Health and Safety) shall be established and composed of the following: four (4) Bargaining Unit Representatives and four (4) Employer Representatives. Of the four (4) members each, one representative from each of the union and employer shall serve as co-chairs.

(d) Committee Mandate

The committee shall meet a minimum of nine (9) times a year, and strive to meet monthly if possible, or as otherwise agreed to by the Committee for jointly considering, monitoring, inspecting, investigating and reviewing

health and safety conditions and practices and make recommendations to improve existing health and safety conditions and practices. Monthly inspections shall be conducted in each facility.

- (e) Minutes shall be taken of all meetings and copies shall be posted in the workplace.
- (f) Pay Provision  
Time spent by members of the committee in the course of their meetings shall be considered time worked.
- (g) Right to Refuse  
No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any workplace while that Employee is following the process established under the *Occupational Health and Safety*.

### **33.02 Health and Welfare- Injured on the Job**

An Employee who is injured in the performance of their job duties will immediately report the incident to the Employer and the Union. If the Employee is required to leave for treatment or is sent home as a result of such injury, they shall receive payment for the remainder of their shift at their regular rate of pay without deduction from sick leave, unless a doctor stated that the employee is fit to work for the remainder of that shift.

### **33.03 All Legislation Applicable**

The Employer shall comply with all applicable, provincial health and safety regulations. All standards established under the legislation and regulations shall constitute the minimum acceptable practice and may be improved upon by direct Union-Employer negotiations or through the terms of reference as provided by the Committee.

### **33.04 Workplace Violence**

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

- (a) **Violence Risk Assessment**

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

**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.**

**(c) 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.**

**ARTICLE 34 – BULLETIN BOARD**

34.01 A bulletin board shall be provided by the Employer to be used and maintained by the Union for the purpose of posting notices of interest to its members. All notices are to be strictly union business and not contrary to the terms of this Agreement.

**ARTICLE 35 - COPIES OF AGREEMENT**

35.01 The Union and the Employer agree to share equally in the cost of reproducing the Collective Agreement.

**ARTICLE 36 – TERM OF AGREEMENT**

36.01 This Agreement shall remain in full force and effect from **April 1, 2021 until March 31, 2026** and shall be renewed automatically from year to year unless one party gives the other party, within ninety (90) days before the expiration date of this Agreement, notice of its intention to terminate or seek amendments to this Agreement.


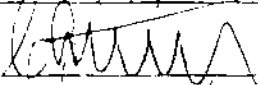
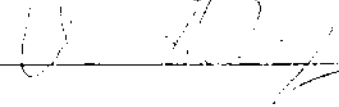
36.02 Except as otherwise specified, all provisions of this Agreement shall come into effect on the date of signing of the Agreement.

36.03 Changes in Agreement - Any changes deemed necessary in this Agreement may be made, in writing, by mutual agreement at any time during the existence of this agreement.

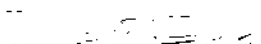
36.04 **Wages for all employees shall be retroactive April 1, 2021, or the date of hire, if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon applying to the Employer in writing within thirty (30) calendar days of the signing of this Agreement.**

DATED at Halifax Regional Municipality, Nova Scotia, this \_\_\_ day of \_\_\_\_\_ 2024.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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## APPENDIX "A" - WAGE SCALES

**Note:** All hourly rates in Appendix "A" are based on 2080 hours.

Classification		31-Mar-21	1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
<b>Youth Care Worker</b>			1.50%	1.50%	3.00%	0.50%	3.00%	2.00%
Year 1	Annual	\$44,559	\$45,227	\$45,906	\$47,283	47,519	48,945	49,924
	Hourly	21.42	21.74	22.07	22.73	22.85	23.53	24.00
Year 2	Annual	\$46,465	\$47,162	\$47,869	\$49,306	49,552	51,039	52,059
	Hourly	22.34	22.67	23.01	23.70	23.82	24.54	25.03
Year 3	Annual	\$50,315	\$51,070	\$51,836	\$53,391	53,658	55,268	56,373
	Hourly	24.19	24.55	24.92	25.67	25.80	26.57	27.10
Year 4	Annual	\$52,531	\$53,319	\$54,119	\$55,742	\$56,021	\$57,702	\$58,856
	Hourly	25.26	25.63	26.02	26.80	26.93	27.74	28.30
Year 5	Annual	\$54,555	\$55,373	\$56,204	\$57,890	\$58,179	\$59,925	\$61,123
	Hourly	26.23	26.62	27.02	27.83	27.97	28.81	29.39
Year 6	Annual	\$56,866	\$57,719	\$58,585	\$60,342	\$60,644	\$62,463	\$63,713
	Hourly	27.34	27.75	28.17	29.01	29.16	30.03	30.63
Year 7	Annual	\$59,175	\$60,063	\$60,964	\$62,793	\$63,107	\$65,000	\$66,300
	Hourly	28.45	28.88	29.31	30.19	30.34	31.25	31.88
<b>Care Coordinator (Master's Degree)</b>								
		31-Mar-21	1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
			1.50%	1.50%	3.00%	0.50%	3.00%	2.00%
Year 1	Annual	\$63,434	\$64,385	\$65,351	\$67,311	\$67,648	\$69,677	\$71,071
	Hourly	30.50	30.95	31.42	32.36	32.52	33.50	34.17
Year 2	Annual	\$65,981	\$66,971	\$67,975	\$70,014	\$70,364	\$72,475	\$73,925
	Hourly	31.72	32.20	32.68	33.66	33.83	34.84	35.54
Year 3	Annual	\$68,531	\$69,559	\$70,603	\$72,721	\$73,084	\$75,277	\$76,782
	Hourly	32.95	33.44	33.94	34.96	35.14	36.19	36.91
Year 4	Annual	\$71,291	\$72,360	\$73,446	\$75,649	\$76,027	\$78,308	\$79,874
	Hourly	34.27	34.79	35.31	36.37	36.55	37.65	38.40
Year 5	Annual	\$74,268	\$75,382	\$76,513	\$78,808	\$79,202	\$81,578	\$83,210
	Hourly	35.71	36.24	36.78	37.89	38.08	39.22	40.00
Year 6	Annual	\$77,240	\$78,398	\$79,574	\$81,961	\$82,371	\$84,842	\$86,539
	Hourly	37.13	37.69	38.26	39.40	39.60	40.79	41.61
<b>Care Coordinator (Bachelor's Degree)</b>								
		31-Mar-21	1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
			1.50%	1.50%	3.00%	0.50%	3.00%	2.00%
Year 1	Annual	\$56,418	\$57,264	\$58,123	\$59,867	\$60,166	\$61,971	\$63,211

	Hourly	27.12	27.53	27.94	28.78	28.93	29.79	30.39
Year 2	Annual	\$58,758	\$59,640	\$60,534	\$62,350	\$62,662	\$64,542	\$65,833
	Hourly	28.25	28.67	29.10	29.98	30.13	31.03	31.65
Year 3	Annual	\$61,332	\$62,252	\$63,186	\$65,082	\$65,407	\$67,369	\$68,717
	Hourly	29.49	29.93	30.38	31.29	31.45	32.39	33.04
Year 4	Annual	\$63,677	\$64,632	\$65,602	\$67,570	\$67,907	\$69,945	\$71,344
	Hourly	30.61	31.07	31.54	32.49	32.65	33.63	34.30
Year 5	Annual	\$65,983	\$66,973	\$67,977	\$70,017	\$70,367	\$72,478	\$73,927
	Hourly	31.72	32.20	32.68	33.66	33.83	34.85	35.54
Year 6	Annual	\$68,531	\$69,559	\$70,603	\$72,721	\$73,084	\$75,277	\$76,782
	Hourly	32.95	33.44	33.94	34.96	35.14	36.19	36.91

### Program Activity Coordinator

		31-Mar-21	1-Apr-21 1.50%	1-Apr-22 1.50%	1-Apr-23 3.00%	31-Mar-24 0.50%	1-Apr-24 3.00%	1-Apr-25 2.00%
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Year 1	Annual	\$49,835	\$50,582	\$51,341	\$52,881	\$53,145	\$54,740	\$55,835
	Hourly	23.96	24.32	24.68	25.42	25.55	26.32	26.84
Year 2	Annual	\$51,958	\$52,738	\$53,529	\$55,135	\$55,410	\$57,073	\$58,214
	Hourly	24.98	25.35	25.73	26.51	26.64	27.44	27.99
Year 3	Annual	\$54,084	\$54,895	\$55,719	\$57,390	\$57,677	\$59,408	\$60,596
	Hourly	26.00	26.39	26.79	27.59	27.73	28.56	29.13
Year 4	Annual	\$56,418	\$57,264	\$58,123	\$59,867	\$60,166	\$61,971	\$63,211
	Hourly	27.12	27.53	27.94	28.78	28.93	29.79	30.39
Year 5	Annual	\$58,758	\$59,640	\$60,534	\$62,350	\$62,662	\$64,542	\$65,833
	Hourly	28.25	28.67	29.10	29.98	30.13	31.03	31.65
Year 6	Annual	\$61,330	\$62,250	\$63,184	\$65,079	\$65,405	\$67,367	\$68,714
	Hourly	29.49	29.93	30.38	31.29	31.44	32.39	33.04

### Cook

		31-Mar-21	1-Apr-21 1.50%	1-Apr-22 1.50%	1-Apr-23 3.00%	31-Mar-24 0.50%	1-Apr-24 3.00%	1-Apr-25 2.00%
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Year 1	Annual	\$40,724	\$41,335	\$41,955	\$43,214	\$43,430	\$44,733	\$45,628
	Hourly	19.58	19.87	20.17	20.78	20.88	21.51	21.94
Year 2	Annual	\$42,272	\$42,906	\$43,550	\$44,856	\$45,080	\$46,433	\$47,361
	Hourly	20.32	20.63	20.94	21.57	21.67	22.32	22.77
Year 3	Annual	\$43,877	\$44,535	\$45,203	\$46,559	\$46,792	\$48,196	\$49,160
	Hourly	21.09	21.41	21.73	22.38	22.50	23.17	23.63

### Head Cook

		31-Mar-21	1-Apr-21 1.50%	1-Apr-22 1.50%	1-Apr-23 3.00%	31-Mar-24 0.50%	1-Apr-24 3.00%	1-Apr-25 2.00%
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Year 1	Annual	\$51,316	\$52,086	\$52,867	\$54,453	\$54,725	\$56,367	\$57,494
	Hourly	24.67	25.04	25.42	26.18	26.31	27.10	27.64

Year 2	Annual	\$52,116	\$52,898	\$53,691	\$55,302	\$55,578	\$57,246	\$58,391
	Hourly	25.06	25.43	25.81	26.59	26.72	27.52	28.07
Year 3	Annual	\$53,610	\$54,414	\$55,230	\$56,887	\$57,172	\$58,887	\$60,065
	Hourly	25.77	26.16	26.55	27.35	27.49	28.31	28.88

**Classification**

**Maintenance Worker**

31-Mar-21	1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
	1.50%	1.50%	3.00%	0.50%	3.00%	2.00%

Year 1	Annual	\$43,841	\$44,498	\$45,166	\$46,521	\$46,753	\$48,156	\$49,119
	Hourly	21.08	21.39	21.71	22.37	22.48	23.15	23.61
Year 2	Annual	\$45,069	\$45,745	\$46,431	\$47,824	\$48,063	\$49,505	\$50,495
	Hourly	21.67	21.99	22.32	22.99	23.11	23.80	24.28

**Housekeeping**

31-Mar-21	1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
	1.50%	1.50%	3.00%	0.50%	3.00%	2.00%

Year 1	Annual	\$34,068	\$34,579	\$35,098	\$42,071	\$42,281	\$43,549	\$44,420
	Hourly	16.38	16.62	16.87	20.22	20.32	20.93	21.35
Year 2	Annual	\$34,716	\$35,236	\$35,765	\$42,848	\$43,062	\$44,354	\$45,241
	Hourly	16.69	16.94	17.19	20.60	20.10	21.32	21.75

**Psychologist**

31-Mar-21	1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
	1.50%	1.50%	3.00%	0.50%	3.00%	2.00%

Year 1	Annual	\$71,997	\$73,077	\$74,173	\$76,399	\$76,781	\$79,084	\$80,666
	Hourly	34.61	35.13	35.66	36.73	36.91	38.02	38.78
Year 2	Annual	\$75,597	\$76,731	\$77,882	\$80,218	\$80,620	\$83,038	\$84,699
	Hourly	36.34	36.89	37.44	38.57	38.76	39.92	40.72
Year 3	Annual	\$79,377	\$80,568	\$81,776	\$84,229	\$84,651	\$87,190	\$88,934
	Hourly	38.16	38.73	39.32	40.49	40.70	41.92	42.76
Year 4	Annual	\$83,346	\$84,596	\$85,865	\$88,441	\$88,883	\$91,549	\$93,380
	Hourly	40.07	40.67	41.28	42.52	42.73	44.01	44.89
Year 5	Annual	\$87,513	\$88,826	\$90,158	\$92,863	\$93,328	\$96,127	\$98,050
	Hourly	42.07	42.70	43.35	44.65	44.87	46.22	47.14
Year 6	Annual	\$91,889	\$93,267	\$94,667	\$97,507	\$97,994	\$100,934	\$102,953
	Hourly	44.18	44.84	45.51	46.88	47.11	48.53	49.50

**Occupational Therapist**

1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
1.50%	1.50%	3.0%	0.50%	3.00%	2.00%

Year 1	Annual	\$81,316	\$82,536	\$85,012	\$85,437	\$88,000	\$89,760
	Hourly	39.09	39.68	40.87	41.07	42.30	43.15

<b>Recreational Therapist</b>		1-Apr-21	1-Apr-22	1-Apr-23	31-Mar-24	1-Apr-24	1-Apr-25
		1.50%	1.50%	3.0%	0.50%	3.00%	2.00%
Year 1	Annual Hourly	\$81,316 39.09	\$82,536 39.68	\$85,012 40.87	\$85,437 41.07	\$88,000 42.30	\$89,760 43.15
<b>Team Leaders</b>						1-Apr-24	1-Apr-25
						3.00%	2.00%
Year 1	Annual Hourly					\$67,285 32.35	\$68,631 33.00
Year 2	Annual Hourly					\$68,320 32.85	\$69,686 33.51
Year 3	Annual Hourly					\$69,356 33.34	\$70,743 34.01

## **APPENDIX "B" - MEMORANDUM OF UNDERSTANDING #1**

Between

**HOMEBRIDGE YOUTH SOCIETY**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4471**

**RE: Shift Distribution - Pilot Project**

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The parties agree to a pilot project for distributing additional shifts on a trial basis for a period of twelve (12) months following the signing of the collective agreement.

The parties will meet before the end of the trial period to determine whether to continue this practice beyond the twelve-month trial period.

For the duration of the trial period, the following shall occur in place of article 20.05:

### **20.05 Additional and Vacant Shift Scheduling**

- a)** All part-time employees shall submit to their supervisor a Part-time Employees Availability Form (PTEAF) (Appendix "H") on a bi-annual basis, indicating whether or not the Employee is interested:
  - i.** in the assignment of additional shifts beyond their designation, including their maximum available hours per pay period; and
  - ii.** in being offered additional shifts following the schedule having been posted beyond their indicated maximum in (i).

All part-time employees shall be permitted to submit a revised PTEAF outside of this bi-annual submission, subject to supervisory approval.

Prior to posting of the schedule

- b)** The order of distribution for any available shifts at the time the schedule is posted (article 20.04) shall be as follows:
  - i.** Part-time employees within a facility shall be assigned any available additional shifts up to their maximum indicated availability.

- ii. Part-time employees designated to other facilities who have not already been assigned to work shifts up to their maximum indicated availability; then
- iii. Casual employees.

**Additional Shifts (more than 48 hours notice)**

- c) If shifts become available after the schedule is posted pursuant to article 20.04, the Employer will distribute those additional shifts in the following order:
  - i. assigned to Part-time employees within a facility up to their indicated maximum availability.
  - ii. then offered to Part-time employees within the designated facility who have indicated their interest in being offered additional shifts beyond their availability following the schedule having been posted, and who have not already been scheduled to work;
  - iii. if shifts remain vacant after offering to Part-time employees within a designated facility as set out, the Employer may offer vacant shifts to casual employees within the designated facility who have not already been scheduled to work;
  - iv. If shifts remain vacant after offering to all Part-time employees and casual employees as set out above, the Employer will offer vacant shifts to Part-time employees in other facilities who have not already been scheduled to work. If no Part-time employees accept the shift casual employees will be offered such shift.
  - v. In the event that Part-time employees who have indicated an interest in being offered additional shifts (above their indicated availability) and who is consistently unavailable for such shifts, or consistently refuses additional shifts when offered, the Employer may cease offering the employee additional shifts for a period of six (6) months or until such time that the Employer is satisfied that the employee has demonstrated that **they** will be available for such shifts.

**Vacant Shifts (less than 48 hours notice)**

- d) Notwithstanding (c), shifts that become available within forty-eight (48) hours of the shift start will be distributed as follows:
  - i. Vacant shifts will be offered to Part-Time employees and casual employees who have not already been scheduled to work. The distribution of such shifts shall be as equitable as possible having regard to reasonable operational demands.

- ii. If shifts remain vacant after offering to all Part-Time employees and casual employees as set out above, the Employer will offer such shifts to Full-Time employees who have not already been scheduled to work.
- iii. Should a shift remain open after the above, and a member of the bargaining unit is required to remain at the workplace to cover the vacant shift, Articles 20.07 and 20.09 will apply.

## **APPENDIX "C" - MEMORANDUM OF UNDERSTANDING #2**

**Between: HOMEBRIDGE YOUTH SOCIETY**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4471**

**RE: Interim Vacancies - Pilot Project**

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Where an interim full-time vacancy arises between rounds of hiring, the employer will offer the position as a temporary assignment to part time employees within the facility. The offer will be in order of seniority. Such temporary appointments shall be limited to full-time vacancies which would otherwise be vacant for more than five (5) full pay periods. The employer may limit such temporary positions to one per facility. This may occur subsequently to the operation of Article 18.01 (c).

Where an interim full-time vacancy arises between rounds of hiring, and is filled per this memorandum, and results in a vacation schedule conflict, the employer will make every reasonable effort to fill vacant shifts to accommodate the previously scheduled vacation. If the vacation can not be accommodated and the employer must rescind a previously scheduled vacation, the provisions of Article 22.07 will not apply. Article 22.07 will apply in all other circumstances.

## **APPENDIX “D” - MEMORANDUM OF UNDERSTANDING #3**

Between

**HOMEBRIDGE YOUTH SOCIETY**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4471**

### **RE: Ensuring Client Care Coverage**

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CUPE Local 4471 bargaining unit members and HomeBridge Youth Society agree on the importance of continuous client care coverage for reasons of safety and to meet required standards of care.

At times, due to illness, weather or other unforeseen circumstances, an employee will not arrive at the scheduled time for their shift. In such cases, the employee who is being relieved must continue to provide client care to ensure that HomeBridge Youth Society's commitments under provincial legislation is being met.

The terms outlined below pertain only to circumstances when full-time employees are required to stay beyond their designated shift hours.

In situations where a full-time employee on shift is required to remain at work to provide necessary client care, Local 4471 and HomeBridge Youth Society recognize that the employee is making a significant contribution to meeting the Society's safety and care responsibilities. The employee may have to cancel a previously scheduled activity, and at a minimum experiences additional fatigue from working an extended or double shift.

In recognition of this contribution to a safe and quality care environment, CUPE Local 4471 and HomeBridge Youth Society agree to the following:

1. Recognizing the health and safety implications for both employee and the client of extended or double shifts when an employee is experiencing fatigue, the Employer agrees to make every reasonable effort to ensure that coverage for a missed shift is arranged. The parties share the objective of minimizing the amount of time an employee is required to provide extended coverage.
2. In situations where an employee offers to cover the balance of the missed shift, the manager will only accept the employee's offer after exercising proper diligence to ensure that the additional hours do not pose an undue health and safety risk to the employee or clients.

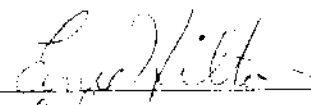
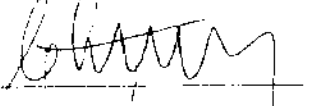
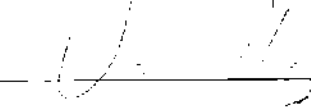
3. In situations where a full-time employee stays at work to cover a shift and the employee does not need to work the following day, the parties agree that:

The amount of additional time worked will be credited to the employee's Overtime Bank (accrued time account) at time and one-half for every hour, or portion thereof, worked.

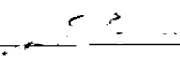
4. In situations where a full-time employee stays at work to cover a shift and the employee is **scheduled** to work the following day, the **Employee shall be compensated in accordance with Article 20.07 (b).**

DATED AT Halifax Regional Municipality, Nova Scotia, this \_\_\_ day of \_\_\_\_\_ 2024.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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**APPENDIX "E" - MEMORANDUM OF UNDERSTANDING #4**

Between: **HOMEBRIDGE YOUTH SOCIETY**

And: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4471**

**RE: Full-Time to Part-Time Semi-Retirement**

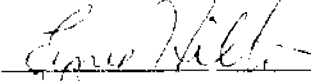
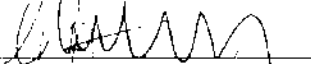


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The parties agree to the following:

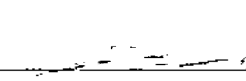
1. A full-time Employee with twenty-five (25) years of service may elect to transfer to a permanent part-time position.
2. The Employee shall be compensated as a part-time employee, except they shall accrue sick and vacation at the same rate as a full-time employee on a prorated basis.
3. The Employee shall have their contracted hours scheduled as part of the full-time Employee group with full recognition of their accrued seniority.
4. This agreement shall expire on March 31, 2026. No transition under this agreement shall be approved after that date without the consent of the Employer and the Union.
5. **The employee will have their vacation bank front-end loaded on April 1 of each year, with unpaid vacation hours in the amount of their designated position. (ie: 48 hours designation = 48 hours of unpaid vacation) This will not have any impact on the employee's accrued paid vacation as noted in point 2.**

DATED AT Halifax Regional Municipality, Nova Scotia, this \_\_\_ day of \_\_\_\_\_ 2024.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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## **APPENDIX "F" - LETTER OF UNDERSTANDING #1**

Between: **HOMEBRIDGE YOUTH SOCIETY**

And: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4471**

### **RE: Staff Promotions & Changes**

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The Employer and the Union agree to the following arrangement in filling Youth Care Worker vacancies. Either party can give sixty (60) days written notice to either renew for a defined period or discontinue this arrangement.

The Employer and Union agree to the following with respect to staff promotions and changes for permanent and temporary Youth Care Worker vacancies:

- 1) In the filling of vacancies as determined by the Employer, the Employer shall take into consideration the operational needs of each program and client care needs (e.g. gender ratios).
- 2) Notwithstanding Article 18.05, in the selection of applicants for vacancies, the Employer shall select the best candidate based on the following criteria: skill, ability, qualifications, knowledge, relevant work experience, performance appraisals, actual practice assessment score, attendance record, and discipline record. If the operational needs and client care needs are met and the above criteria are determined by the Employer to be relatively equal, the Employer shall give preference to the applicant with the greater seniority without an interview.
- 3) Resulting vacancies will be handled in an identical manner as set out above.
- 4) Any employee who accepts a permanent position shall not be permitted to apply for another temporary or permanent position for a period of one (1) year following the commencement of the permanent position. This provision will not apply in cases of application to positions of higher designation and may be waived by mutual consent between the Employer and the Employee. Relative equality shall be determined through the application of eight (8) points as set out below.
- 5) All provisions in Article 18 remain in force and effect for the time period of this agreement with the exception of Article 18.05.

In making staff changes, seniority of the applicants shall be taken into account by allocating eight (8) points to seniority in the assessment of the candidates, in the manner set out below. Once the assessment of applicants for a position, including interviews, has been completed, the following process will occur.

Applicants with highest ranking who also has the greatest seniority:

A) If the highest-ranking applicant for the position has the greatest seniority, the applicant shall be appointed the position.

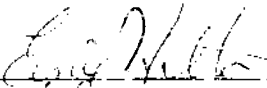
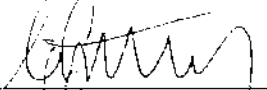
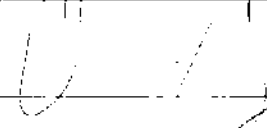
Applicant with highest ranking but does not have the greatest seniority - add eight (8) points to applicant with the greatest seniority.

- B) Applicants with the highest ranking but does not have the greatest seniority:
- i) All applicants with greater seniority then the successful candidate will be awarded eight (8) points in recognition of seniority.
  - ii) If the eight (8) points is sufficient to allow the senior applicant to be equal or surpass the successful candidate, the position will be awarded to the senior applicant.

**DATED AT Halifax Regional Municipality, Nova Scotia, this \_\_\_ day of \_\_\_\_\_ 2024.**

**DATED AT Halifax Regional Municipality, Nova Scotia, this \_\_\_ day of \_\_\_\_\_ 2024.**

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
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**APPENDIX "G" - LETTER OF UNDERSTANDING #2**

Between: **HOMEBRIDGE YOUTH SOCIETY**

And: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4471**

**RE: Subsequent Vacancies**

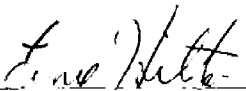
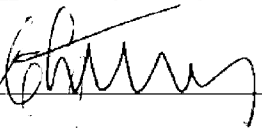
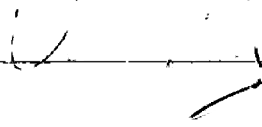
The Employer and the Union agree for the next two (2) rounds of hiring to the following with respect to filling subsequent vacancies which arise during a round of hiring:

1. The Employer shall select the best candidate for each posted vacancy according to Article 18 – Staff Promotions and Staff Changes, from the applicant pool.
2. In the same round of hiring, after the posted vacancies are filled, there may be subsequent vacancies created as a result of positions being vacated by successful candidates for the posted vacancies. The Employer may fill these subsequent vacancies with the next highest scoring qualified candidates from the applicant pool on a term basis.
3. The term of this appointment will equal the period until the next round of hiring.

DATED AT Halifax Regional Municipality, Nova Scotia, this \_\_\_ day of \_\_\_\_\_ 2024.

FOR THE EMPLOYER

FOR THE UNION

  
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**APPENDIX "H"**

**PART-TIME EMPLOYEES – AVAILABILITY FORM (PTEAF)**

HOMEBRIDGE YOUTH SOCIETY & CUPE LOCAL 4471

Name: \_\_\_\_\_

**Position: YOUTH CARE WORKER**

**ADDITIONAL SHIFTS**

Article 20.05 requires each Part-time Employee to indicate **their** availability and commitment to perform additional shifts for the Employer.

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To fulfill the requirement of Article 20.05, please complete the following information:

A. My designated hours are \_\_\_\_\_ per pay period.

B. \_\_\_\_\_ I am willing and available to work \_\_\_\_\_ additional scheduled hours (additional shifts) per pay period.

Total designated scheduled hours plus additional hours \_\_\_\_\_.

**OR**

C. \_\_\_\_\_ I am **NOT** available to work additional hours (additional shifts) beyond my designated hours.

**RELIEF SHIFTS**

Article 20.06 requires each part-time employee to indicate **their** availability and commitment to perform Relief Shifts for the Employer.

A. \_\_\_\_\_ After the posted schedule, I am available for Relief shifts.

**OR**

B. \_\_\_\_\_ After the posted scheduled, I am **NOT** available for Relief shifts.

A Part-time Employee is permitted to submit a revised Availability Form indicating availability semiannually when schedules are reviewed (Spring & Fall). A revised Part-time Employee Availability Form may be submitted outside of the above time periods however such requests are subject to approval by the Supervisor or designate. Upon

approval, the revised availability will come into effect for the next applicable posted schedule (approximately every 3 months).

In the event that a Part-time employee who has indicated availability for Additional and Relief Shifts is consistently unavailable for such shifts or consistently refuse Relief Shifts when offered, the Employer may cease assigning and offering the employee Additional and Relief Shifts until such time that the Employer is satisfied that the employee has demonstrated that **they** will be available for such shifts.

Arbitrary changes to availability will not be tolerated.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

This form is subject to revisions at the Employer's discretion.

**APPENDIX "I"**

Between:

**HOMEBRIDGE YOUTH SOCIETY**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4471**

**RE: Retirement Savings Plan Transition**

- 1. Within ninety (90) days of ratification, the Employer will make application to join the DB Plus CAAT Pension Plan ("CAAT Pension Plan"). Upon joining the CAAT Pension Plan, the Employer and Employee contributions shall be matching and shall be at the following rates:
  - a. effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%);**
  - b. April 1, 2025, the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%); and**
  - c. March 31, 2026, the Employer and Employee contribution rates shall be matching at the rate of eight-point-four percent (8.4%).****
  
- 2. Upon entry into the CAAT Pension Plan, contributions to the Article 32 RRSP plan shall cease.**

DATED AT Halifax Regional Municipality, Nova Scotia, this \_\_\_ day of \_\_\_\_\_ 2024.

**FOR THE EMPLOYER**

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**FOR THE UNION**

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